All information in this Policy Booklet is correct at the time of printing (November 2015), for full up to date information please visit our website

coveainsurance.co.uk
Thank you for choosing Covéa Insurance.

This is Your Shops Policy. It sets out the details of Your insurance contract with Covéa Insurance.

Upon payment of the Premium for the period of insurance or any subsequent period for which the Company shall agree to accept payment the Company will indemnify the Insured in accordance with and subject to the terms of the Policy. The Proposal and Declaration and or Statement of Fact and any payment of premium made by the Insured are the basis of and form part of this Policy.

Please read this Policy Booklet carefully and check that it meets Your requirements. Any query should be referred to Your broker immediately.
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Contact Numbers

Claims

Commercial Careline
0330 024 2266

Should You be unfortunate enough to have to make a claim, Covéa Insurance Commercial Careline will manage all aspects of the claim for You from the time it is reported.

- Dedicated telephone number – 0330 024 2266
- Dedicated fax number – 0330 024 2623
- By E-Mail – commercialclaims@coveainsurance.co.uk
- In writing – Covéa Insurance Commercial Careline, Norman Place, Reading RG1 8DA

Covéa Insurance Commercial Careline is a service operated 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of Your claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of Your claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

As a Covéa Insurance policyholder You have 24 hour access to emergency assistance should You encounter a problem affecting Your Business Premises ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by Your Policy You will be responsible for all costs incurred.

Our aim is to bring Your claim to a speedy and satisfactory conclusion.

Business Legal Helpline

As a Covéa Insurance policyholder should You require advice or guidance on any business legal problem, You may use the 24 hour telephone helpline at any time within the period of insurance of this Policy.

This service is provided free of charge by Cigna Insurance Services Europe Limited.

To take advantage of this free service telephone 0330 024 2624 and quote Your Policy number.

Advice given to You will be confirmed in writing where necessary.
Definitions

Certain words in the Policy have specific meanings. These meanings are defined below. The words defined carry the same meaning wherever they appear in the Policy, unless varied by a Definition in a particular Section, and are printed in bold to help You identify them.

Certain additional words are also defined at the beginning of the individual Sections in which they are used and to which they have a particular relevance.

Company/We/Us/Our
Covea Insurance plc

Proposal
The signed Proposal and declaration and/or Statement of Fact and any additional information supplied to the Company by or on behalf of the Insured which form the basis of the contract of insurance embodied in this Policy

Policy
The Policy Booklet and Schedule referred to therein plus any endorsements attached thereto or subsequently issued for attachment thereto

Insured/You/Your
The person(s) or company named in the Policy Schedule

Premises
The buildings or part of the buildings situated at the address or addresses shown in the Schedule and occupied by the Insured for the purposes of the Business

Business
The Business stated in the Schedule

Business Hours
The period during which the Insured premises are actually occupied for Business purposes by the Insured or partner, director or Employee

Employee
(a) any person under a contract of service or apprenticeship with the Insured
(b) any person who is hired to or borrowed by the Insured
(c) any person engaged under a work experience or training scheme
(d) any labour master or person supplied by him
(e) any labour only sub-contractor or person employed by him
(f) any self employed person working on a labour only basis under the control or supervision of the Insured
(g) any voluntary worker

while working for and under the control or supervision of the Insured in connection with the Business
Definitions

continued

**Damage**
Accidental loss, destruction or damage

**Excess**
The amount of each claim for which the **Insured** will be responsible and which will be deducted from each claim after all other terms and conditions have been applied

**Territorial Limits**
Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

**Vacant or Unoccupied**
Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 14 days
Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA’s website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. You may be entitled to receive compensation from the scheme if We cannot meet Our obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
Telephone: 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

How we use your Information

The personal information, provided by You, is collected by or on behalf of Covéa Insurance and may be used by Us, Our employees, agents and service providers acting under Our instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

We may also share Your information with reinsurers and regulators, as required by law.

From time to time We may need to undertake some of the processing of Your data in countries outside of the European Economic Area, and in such cases We will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

We will not use Your information or pass it on to any other person for the purposes of marketing further products or services to You.

We will collect sensitive information when dealing with Your Policy; We will however only collect information that is relevant to Your Policy, its administration or claims handling.

Your personal information will be kept secure at all times.

Fraud Prevention and Detection

In order to prevent or detect fraud We will check Your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers’ databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies
may use this information in their own decision making processes. We may also conduct credit reference checks in certain circumstances. You can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances We conduct credit reference checks and how these checks might affect Your credit rating by contacting Us.

Disclosure of Other People’s Personal Information

You should show this notice to anyone whose personal information You provide to Us. You must ensure that any such information You supply relating to anyone else is accurate and that You have obtained their consent to the use of their data for the purposes set out above.

Your Rights

Under the Data Protection Act 1998 You have the right of access to the personal information held about You by Covéa Insurance. You can exercise this right by contacting Us. We will make a charge of £10 for dealing with these requests.

You have the right to request that We correct any inaccuracies in the personal information We hold about You. Please contact Your broker, or Us, if Your personal information needs updating.

Consent

By providing Us with information, You also provide Us with Your consent and that of any other person whose information You provide, to the personal information being used for the purposes set out above.

How to Contact Us

If You would like some more detailed information on how We share Your personal information, please visit www.coveainsurance.co.uk/dataprotection.

If You have any concerns about Our use of Your information please write to Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA. Telephone: 0330 221 0444. If You contact Us by telephone Your call may be recorded for training and evidential purposes.

Complaints Procedure

It is always Our intention to provide a first class standard of service. However We do appreciate that occasionally things go wrong. In some cases the broker who arranged Your insurance will be able to resolve any concerns, particularly if Your complaint relates to the way the Policy was sold, and You should contact them directly.

Alternatively please contact Us using the following details quoting Your Policy or claim number.

Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA.
Customer Information

continued

Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in Our leaflet ‘Complaints Procedure’ which is available on request or may be downloaded from Our website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer Your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if Your complaint is eligible when You contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk

How to Cancel your Policy

If You do not want to accept the Policy You have the right to cancel it within 14 days from the date of purchase of Your Policy or the day you receive Your Policy documentation, whichever is later. To do this You must return the Policy documentation to Your broker when giving Your instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started We will refund the premium for the exact number of days left on the policy, less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance. We will also do this if You want to cancel the Policy within 14 days after the renewal date.

You may cancel the Policy at any other time by contacting Your broker.

If You cancel Your Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, We will not refund any part of the premium. If You have a Loan Agreement with Us, all outstanding monies must be paid to Us as described in Your Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current period of insurance, We will refund the premium for the exact number of days left on the Policy less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule.

For Our rights to cancel Your Policy please refer to Conditions applicable to all Sections Condition 8 of this Policy Booklet.
Customer Information

continued

Choice of Law
The parties to an insurance contract are free to choose the law that will apply. Unless We agree in writing with You otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business. If there is any dispute, the law of England and Wales shall apply.

Employers Liability Tracing Office
Certain information relating to Your insurance policy including, without limitation, the policy number(s), employers’ names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer’s reference numbers provided by Her Majesty’s Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers’ Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the [Employers’ Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers’ liability insurance of their employers, (the Claimants):

• to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
• to identify the relevant employers’ liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.
1. Compliance with Policy Terms
The Company’s liability will be conditional upon the Insured complying with the terms of this Policy.

2. Reasonable Precautions
The Insured must take or cause to be taken all reasonable precautions to prevent or minimise Injury or Damage.

3. Alterations
Cover under this Policy will cease in the event of any alteration which increases the risk of Damage or where the Insured’s interest ceases (other than by will or operation of law) unless such alteration is agreed in writing by the Company and You pay any additional premium.

Any alteration to Your Policy may result in an additional premium being charged, if so, this will be subject to a minimum premium of £10, (plus the prevailing rate of Insurance Premium Tax).

If as a result of an alteration You are due a refund of premium, amounts under £10 (plus the prevailing rate of Insurance Premium Tax) as stated on Your Policy Schedule will not be refunded, to cover administration costs.

If the Business is wound up or carried on by a liquidator or receiver or permanently discontinued cover under Section 1F – Business Interruption is inoperative.

4. Claims Procedure and Requirements
In the event of circumstances giving rise to or likely to give rise to a claim the Insured shall:
(a) report it to the Company immediately and furnish in writing full details of Injury or Damage as soon as possible but at the latest within seven days of the Injury or Damage taking place if caused by riot or civil commotion.
(b) report it to the Police immediately in the event of Damage by malicious persons theft or accidental loss.
(c) at his own expense give all evidence information and assistance as required by the Company or Police.
(d) send every writ or other document to the Company immediately and not acknowledge it nor admit liability nor promise payment to other parties without the Company’s written consent.
(e) permit the Company at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the Insured before or after the Insured’s claim.

5. Fraud
If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to
obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.

6. Company’s Rights
(a) the Company may enter any Premises where Damage has occurred and take possession of or require to be delivered to them any property insured and deal with it in any reasonable manner
(b) the Company is entitled to take over and conduct the defence or settlement of any claim at their discretion
(c) under Section 1G – Legal Liabilities the Company may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

7. Other Insurances
If the Damage or liability which is the subject of a claim under this Policy is covered by any other insurance the Company will not pay more than their rateable proportion

This Condition does not apply to Section 1D – Personal Accident – Assault

8. Our Rights to Cancel the Policy
We or any agent appointed by Us and acting with Our authority have the right to cancel Your Policy, where there is a valid reason for doing so. We will give You fourteen days notice of cancellation in writing, by recorded delivery, to the latest address We have for You and will set out Our reason for cancellation in Our letter.

Valid reasons may include but are not limited to:
1. not
   (a) paying a premium when it is due
   (b) co-operating with Us, or sending Us information or documentation that materially affects Our ability to process the Policy or Our ability to defend Our interests
   (c) exercising Your duty of care as required under the "Reasonable Precautions" Condition in the Conditions applicable to all Sections of this Policy Booklet and failing to put this right when We ask You to by sending You seven days written notice to Your latest address
2. where We reasonably suspect fraud or where there has been misrepresentation of material facts and/or other non-disclosure
3. use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers
Conditions applicable to all Sections

continued

If We cancel Your Policy, We will refund the premium for the exact number of days left on the Policy less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, We will not refund any part of the premium.

If You have a Loan Agreement with Us to pay for Your insurance, outstanding monies may be owed when Your Policy is cancelled. They must be paid to Us as described in Your Loan Agreement.

If We cancel Your Policy on the grounds of fraud, cancellation may be immediate and We may retain any refund due. We may also inform the police of the circumstances.

For Your rights to cancel the Policy please refer to Customer Information “How to Cancel Your Policy” section of this Policy Booklet.

9. Security

It is a condition precedent to liability under this Policy in respect of loss destruction or Damage by theft or attempted theft that

1. all external doors to Your Premises and any internal doors leading to other premises not occupied by You must be fitted with and secured out of Business Hours by

   • a 5 lever mortice deadlock and box striking plate conforming to BS3621
   • a 5 (or more) lever close shackle padlock and locking bar
   • in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
   • in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
   • in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
   • an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above

2. all accessible opening windows fanlights and skylights must be fitted with and secured out of Business Hours by

   • key operated window locks or be protected by solid steel bars of not less than 3/4 inch diameter not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
   • in the case of louvred windows the louvres must be permanently fixed in place
Conditions applicable to all Sections

continued

Warning
In the case of any doors or windows which are designated Fire Exits please consult with Your local Fire Authority to ensure an acceptable balance between security and safety is maintained

10. Unoccupancy
It is a condition precedent to liability under this Policy that within 14 days of the Premises or any part thereof becoming Unoccupied or Vacant or not having been actively used for Business purposes the Company is notified and

1. all services are turned off at the mains and the water and heating systems drained
2. the Premises are to be adequately secured against unauthorised entry
3. at least weekly inspections are to be made of the Premises by the Insured or an authorised representative working on the Insured’s behalf
4. any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises

11. Non Disclosure, Misrepresentation or Misdescription
We will avoid this Policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You
Exceptions applicable to all Sections

This Policy does not cover

1. Excess
   Please see Policy Schedule

2. Radioactive Contamination
   Damage to any property or any loss or expense resulting or arising therefrom whether directly or indirectly or any legal liability directly or indirectly caused by or contributed to by or arising from
   (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   but in respect of Injury to Employees under Section 1G – Legal Liabilities this Exception shall apply only when the Insured under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such Injury

3. Northern Ireland and Terrorism
   Liability loss or Damage caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where We need to provide the minimum insurance required by Employers’ Liability legislation

4. Sonic Boom
   Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

5. War Risks
   Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

6. Confiscation and Nationalisation
   Confiscation nationalisation or requisition by order of any government public municipal local or customs authority

7. Electronic Date Recognition
   Damage to any property or any loss or expense resulting or arising therefrom or any indirect loss or any legal liability (other than in respect of Injury to an Employee) or Financial Loss directly or indirectly caused by or contributed to by or consisting of or resulting from the failure of any computer data processing equipment media or system microchip integrated circuit or similar device or any computer software or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the Year 2000
(i) correctly to recognise any date as its true calendar date

(ii) to capture save or retain and/or to correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date

(iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude Damage to any property or any loss or expense resulting or arising therefrom or any indirect loss not otherwise excluded which itself results from

1. fire lightning explosion earthquake

2. riot civil commotion strikers labour or political disturbance malicious persons or vandals

3. storm or flood but excluding
   (a) Damage resulting from frost subsidence ground heave landslip or changes in the water table level
   (b) property in the open
   (c) Damage to fences gates and posts

4. bursting overflowing or leakage of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding Damage occurring whilst the Premises are empty or disused

5. accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the Premises are empty or disused

6. falling trees or parts of trees but excluding Damage caused by the felling or lopping of trees or by tree roots

7. impact by any animal vehicle aircraft or any aerial device or articles dropped or falling therefrom

8. leakage of beer or other beverages from storage containers and connected apparatus

9. theft or attempted theft
   (a) involving entry to or exit from the Premises by forcible and violent means
   (b) as a result of actual or threatened violence or assault to the Insured any partner director or Employee of the Insured or any person lawfully on the Premises
8. Electronic Data

1. Electronic Data Exclusion

This Policy does not insure loss of Damage, destruction, distortion, erasure, corruption, or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts, and information converted to a form useable for communications, interpretation, or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful, or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to ‘Trojan Horses’, ‘worms’, and ‘time or logic bombs’.

2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or Damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering, or assembling such Electronic Data.

If the media is not repaired, replaced, or restored, the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party even if such Electronic Data cannot be recreated, gathered, or assembled.
Definitions

Specified Goods
Tobacco cigarettes cigars wines spirits jewellery precious metals or stones video equipment cassettes or discs computer or video games

Stock
Stock and materials in trade and goods in trust the property of the Insured or for which the Insured is responsible excluding

(a) money securities coins stamps jewellery precious metals or stone or explosives unless specifically mentioned in the Policy Schedule or by endorsement

(b) any Stock specified as Not Insured in the Policy Schedule or by endorsement

(c) property more specifically insured

Business Equipment
Business equipment fixtures fittings furniture machinery fixed external blinds and signs and all other contents (including clothing and personal effects and tools belonging to the Insured or any partner director customer or Employee of the Insured) excluding Money Specified Goods Stock and landlord’s fixtures and fittings and or Tenants Improvements

Cover
The property described in the Policy Schedule belonging to the Insured or for which the Insured is legally responsible is covered against Damage sustained at the Premises (including costs and expenses necessarily incurred in removing debris following such Damage) caused by

1. fire lightning explosion earthquake
2. riot civil commotion strikers labour or political disturbances malicious persons or vandals
3. storm or flood but excluding
   (a) Damage resulting from frost subsidence ground heave landslip or changes in the water table level
   (b) property in the open
   (c) Damage to fences gates and posts
4. bursting overflowing or leakage of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding Damage occurring whilst the Premises are Vacant or Unoccupied
5. accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the Premises are empty or disused
6. falling trees or parts of trees but excluding Damage caused by the felling or lopping of trees or by tree roots
7. impact by any animal vehicle aircraft or other aerial device or articles dropped or falling therefrom
8. Leakage of beer or other beverages from storage containers and connected apparatus

9. Theft or attempted theft
   (a) involving entry to or exit from the Premises by forcible and violent means
   (b) as a result of actual or threatened violence or assault to the Insured, any partner director or Employee of the Insured or any person lawfully on the Premises

10. Accidental damage but excluding
    (a) Damage caused by or resulting from
        (i) faulty or defective design materials, workmanship inherent vice, latent defect, gradual deterioration, wear, tear, frost, the action of light or atmosphere, moths, vermin, insects
        (ii) any process of cleaning, dyeing, restoring, adjusting, or repairing
        (iii) corrosion, rust, dampness, dryness, wet or dry rot, shrinking, collapse, cracking, evaporation, contamination, changes in temperature, colour, texture, or finish, marring or scratching
        (iv) loss or damage by wind, hail, sleet, snow, flood, or dust to boundary wall, gates, and fences
        (v) use contrary to the manufacturers instructions
    (b) Damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
    (c) Damage which is specifically excluded
        (i) in Cover 1-9 of Section 1A - Contents
        (ii) in the Policy Exceptions Applicable to all Sections
    (d) Damage by subsidence, ground heave, or landslip
    (e) Normal maintenance and repair
    (f) Erasure or distortion of information on computer systems or other records
    (g) Any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
    (h) Loss or Damage by confiscation or detention by Customs or other officials or authorities
    (i) Loss or Damage following dishonesty or fraudulent action by the Insured’s Employees or any person lawfully in the Premises
    (j) Any shortage due to error or omission
Additional Cover

1. **Temporary Removal**
   Damage to **Business Equipment** (other than personal effects) whilst temporarily removed from the **Premises** for cleaning renovation or repair within the **Territorial Limits** if Damage is caused by a peril specified in this Section.

2. **Loss of Keys**
   Costs incurred as a result of the necessary replacement of locks at the **Premises** following theft (as described in Cover 9 above) of keys from the **Premises** or from the home of any director partner or **Employee** authorised by the **Insured** to hold such keys provided that the **Company’s** liability shall not include the cost of replacing the locks of any safe or strong room if the keys to such locks are left on the **Premises** whilst closed for business up to £1000 any one occurrence.

3. **Radio and Television Masts**
   **Damage** to radio and television receiving aerials satellite aerials their fittings or masts at the **Premises**.

4. **Theft Damage to The Buildings**
   **Damage** to the **Premises** caused by theft or attempted theft (as described in Cover 9 above).

5. **Underground Pipes and Cables**
   **Damage** to underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the **Premises** to the public main.

6. **Metered Water or Heating Oil**
   The insurance by this Section extends to include additional meter water or heating oil charges incurred by the **Insured** as a result of insured **Damage** provided that the **Company’s** liability shall not exceed £2,500 in any one Period of Insurance.
   
   The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the **Damage** occurred with the normal charge in the same period in a previous year adjusted for any other relevant factors affecting the **Insured’s** consumption of water during such period.

**Limits of Liability**

The **Company’s** liability during any one Period of Insurance shall not exceed in respect of

(a) **Stock**
   
   the Sum Insured specified in the Schedule

(b) **Specified Goods**
   
   £750

(c) **Business Equipment**
   
   any one individual

(d) **Personal Effects and tools belonging to the**
   
   **Insured** or any director partner customer or **Employee** subject to

   (i) other limits specified in this Section

   (ii) the Sum Insured on **Stock** and **Specified Goods** being increased by 25% during November December and the first 15 days of January and the 30 days up to and including Easter Day and 7 days thereafter annually.
Index Linking

The Sums Insured specified in the Policy Schedule will be adjusted at monthly intervals in accordance with the percentage change in the Producer Price Index published by the Department of the Environment (or an alternative index selected by the Company) provided that

(a) any adjustment made to the Sum Insured will be based on the latest figures available to the Company

(b) at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Indexation after loss

The Sum(s) Insured specified in the Policy Schedule in respect of Business Equipment which sustains Damage by a cause covered by this Section will continue to be index linked following such Damage while the property is being reinstated provided that the Insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

Claims Settlement

Following Damage to insured Property the Company will pay the cost of reinstating the Property equal to its condition when new provided that

(a) this is carried out without delay and in the most economical manner

(b) when any Property is partially damaged the Company’s liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed

(c) no payment will be made until reinstatement has been carried out

(d) if the damaged Property is not reinstated a loss will be settled after allowance for depreciation

(e) in respect of account books deeds manuscripts plans drawings models maps records computer disks and tapes film transparencies or art work the Company’s liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the Insured of the information that they contain

Underinsurance

If at the time of occurrence of Damage the total of the Contents Sums Insured specified in the Policy Schedule is less than 85% of the reinstatement cost of the Property covered by this Section the Company shall bear only that proportion of the Damage which the total of the Sums Insured bears to the total reinstatement cost

Automatic Reinstatement of Sum Insured

In the event of a loss the Sum(s) Insured specified in the Policy Schedule will be automatically reinstated by the amount of the loss provided that
Policy Cover

Section 1A – Contents

continued

(a) the Insured pays the appropriate additional premium for such reinstatement of Sum Insured if requested

(b) the Insured implements without delay any risk improvement measures that the Company may require

(c) in respect of Damage by theft or attempted theft the automatic reinstatement of Sums Insured shall apply on the first occasion only in one Period of Insurance

Exceptions

The Company will not be liable under this Section for

1. Damage caused by pollution or contamination except Damage caused by

   (a) pollution or contamination which results solely and directly from an Insured Peril

   (b) any Insured Peril which results from pollution or contamination

2. Damage to motor vehicles or accessories whilst thereon

3. Damage to blinds or signs not securely fixed to the Premises

4. Damage arising from theft or attempted theft

   (a) where the Insured or any director partner or Employee of the Insured or member of the Insured’s household is concerned as principal or accessory

   (b) from an Outbuilding

5. Damage caused by

   (a) faulty or defective design material or workmanship inherent vice latent defect gradual deterioration wear and tear or frost

   (b) corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in temperature colour flavour texture or finish vermin insects marring or scratching

   (c) subsidence ground heave or landslip or the normal settlement or bedding down of new structures

   (d) collapse or cracking of buildings

   (e) bursting overflowing discharging or leaking of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation when the Premises are Vacant or Unoccupied

   (f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing or when the Premises are Vacant or Unoccupied

6. Damage to account books deeds manuscripts plans drawings models maps records computer disks or tapes films transparencies or art work resulting from erasure distortion of information on computer system or other records
(a) whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the machine or apparatus or by malicious persons

(b) due to defects in such records or deliberate falsification

(c) due to the presence of a magnetic flux or the deliberate act of the public supply undertaking in restricting or withholding electricity supply

7. Damage resulting from dishonesty or fraudulent action by the Insured or any director partner or Employee or due to unexplained or disappearance or inventory shortage or misfiling of information

8. Damage to Cash Registers or Tills unless they are open whenever the Premises are closed for business

9. Damage to Property caused by

   (a) its own mechanical or electrical breakdown or derangement

   (b) use contrary to the manufacturers instructions

   (c) its undergoing any process
Policy Cover

Section 1B – Glass

Definitions

Glass
Fixed plain or wired glass and mirrors at the Premises

Sanitaryware
Fixed baths wash basins pedestals bidets shower trays lavatory pans and cisterns at the Premises

Cover
In the event of breakage of Glass or Sanitaryware for which the Insured is responsible at the Premises the Company will replace such property or at Our option pay the cost of replacement up to £2,000 any one occurrence

We shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit

Exceptions

1. Damage arising directly from repairs or alterations to the Premises
2. Damage to Glass or Sanitaryware already damaged at the commencement of cover
3. Damage to Glass or Sanitaryware forming part of the Insured’s Stock
4. scratching or chipping of Glass unless it extends through the complete fabric of the Glass
5. Damage to Glass or Sanitaryware in any portion of the Premises which is Vacant or Unoccupied

Extensions
We will also indemnify the Insured in respect of:

1. Damage to frames or framework following breakage of Glass
2. the cost of replacing window alarm foil lettering or painting attached to the Glass up to £500 any one occurrence
3. the cost of necessary boarding up pending repair or replacement
Definitions
Money
Cash Bank Notes Cheques Girocheques Bankers’ Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sales Vouchers V.A.T. Purchase Invoices Customer Redemption Vouchers and unused units in franking machines all the Insured’s own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the Insured’s own only whilst in his custody

Non-Negotiable Instruments
Crossed Cheques Crossed Girocheques Crossed Bankers Drafts Crossed Money Orders used National Insurance Stamps National Savings Certificates Credit Company Sales Vouchers V.A.T. Purchase Invoices and Unexpired units in Franking Machines

Cover
1. Money is covered within the Territorial Limits against Damage while
   (a) in the Insured’s Premises
   (b) in transit
   (c) in a bank night safe until removed by an authorised bank official
   (d) in the dwelling of the Insured or of any person to whom such Money is entrusted

   up to the Limits of Liability below in respect of each occurrence

Limits of Liability
1. Non-Negotiable Instruments £250,000
2. Money other than as described in 1 above
   (a) in transit £5,000
   (b) in a bank night safe £5,000
   (c) in the Insured’s Premises
      – when closed for business/ outside business hours
         (i) contained in a locked safe or strong room £2,000
         (ii) not contained in a locked safe or strong room £500
      – during business hours/ when open for business £5,000
   (d) in the dwelling of the Insured or of any person to whom such Money is entrusted £500
3. safe strongroom or franking machine £5,000
Policy Cover

Section 1C – Money

*continued*

**Exceptions**

The Company will not be liable under this Section for

1. **Damage** due to the dishonesty of any director partner or Employee of the Insured unless discovered within ten working days of its occurrence

2. **Damage** due to error or omission in receipts payments or accounting practice

3. indirect loss of any kind

4. **Damage** resulting from a safe or strong room being opened by the use of a key or a combination code through the key or combination code having been left on the Premises while closed for business/outside business hours

5. loss or theft from an unattended vehicle

6. **Damage** to Money belonging to the Post Office

**Special Condition**

It is a condition precedent to liability under this Section that whenever Money in excess of £2,000 is in transit at any one time

(a) the Money will be accompanied by not less than two responsible adult persons

(b) the Money will be transported in a secure cash carrying facility
Policy Cover

Section 1D – Personal Accident – Assault

Definitions

Insured Person

The Insured or any director partner or Employee of the Insured or any person to whom the Insured has entrusted Money aged not less than 16 and not more than 70 years of age other than an employee of a professional security company or organisation.

Cover

If an Insured Person suffers Bodily Injury as described below caused solely or directly as a result of robbery or attempted robbery in the course of the Business the Company will pay the Insured Person or his/her legal personal representative the relevant sum specified below.

1. bodily injury which within 24 months of its occurrence is the sole and direct cause of
   (a) death or
   (b) loss of one or more limbs by physical separation at or above the wrist or ankle or total and permanent loss of use of one or both hands or feet or
   (c) total and irrevocable loss of sight in one or both eyes

2. bodily injury not resulting in loss of limbs or sight as defined in 1(b) or 1(c) above which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the Company that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the Insured Person’s life

3. bodily injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending his/her usual occupation

Provided that

(a) the Company shall be liable to make only one payment under either 1 or 2 above in respect of any one Insured Person having made such a payment no further payment of this type will be made in the event of subsequent injury resulting from a further occurrence.

Normal weekly income up to £100 per week for a maximum of 104 weeks

£10,000

£10,000
Policy Cover

Section 1D – Personal Accident – Assault

continued

(b) weekly compensation under 3 above shall become payable when the period of disablement has been fully ascertained and the total settlement amount agreed or at the request of the Insured at intervals of not less than four weeks

(c) the Insured Person shall act upon medical advice as soon as practicable and submit to medical examination at the Company’s expense as often as they may require

Additional Cover

Medical Expenses

The Company will reimburse medical expenses reasonably and necessarily incurred for the treatment of insured Bodily Injury up to £250

Damage to Clothing and Personal Effects

In the event of Damage to the Clothing and/or Personal Effects (excluding jewellery watches and personal Money) of an Insured Person as a result of robbery or attempted robbery in the course of the Business the Company will pay for such Damage up to £500 in respect of any one Insured Person
Policy Cover
Section 1E – Goods in Transit

Cover
The Company will indemnify the Insured in respect of Damage to Stock and Business Equipment as defined in Section 1A whilst in or on or being loaded into or onto or unloaded from any motor vehicle (excluding trailers) within the Territorial Limits and owned by or operated under the direct control of the Insured up to £2,500 any one occurrence.

Exceptions
1. Damage caused by deterioration or any inadequate packing or insulation
2. Livestock
3. Damage caused by theft or attempted theft from any unattended vehicle unless:
   (a) the vehicle is securely locked at all points of access
   (b) between the hours of 9pm and 6am the vehicle is kept within a securely locked building
4. any indirect loss of any kind loss of market or Damage due to delay
5. Damage to Money and Non-Negotiable Instruments as defined in Section 1C

Claims Settlement
As defined in Section 1A – Contents
Policy Cover

Section 1F – Business Interruption

Definitions

Gross Profit
Sales less purchases (adjusted for opening and closing stock)

Rate of Gross Profit
Gross Profit expressed as a percentage of sales

Outstanding Debit Balances
The amounts outstanding in the Insured’s records of individual sums owed to the Insured by customers

Indemnity Period
The period commencing with the date of occurrence of the Damage during which the Company will pay the trading loss sustained by the Insured not exceeding 24 months

Cover
If the Business carried on by the Insured at the Premises is interrupted or interfered with because of Damage by a cause specified in Section 1A – Contents

(a) to any building or other property used by the Insured at the address or addresses shown in the Schedule or

(b) to the Insured’s records of amounts owed by customers sustained within the Territorial Limits

the Company will pay for the trading loss during the Indemnity Period during which the trading results of the Business shall be affected in consequence of the Damage in accordance with the Claim Settlement statement later in this Section provided that at the time of the occurrence of the Damage there is insurance in force covering the Insured’s interest in the building and other property at the Premises against such Damage under which

(a) payment has been made or liability admitted

or

(b) liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

The Company will also pay for interruption to the business as a result of

(a) Damage to property in the vicinity of the Premises by a cause covered under the Contents Section which hinders or prevents access to the Premises

(b) Damage to the premises of a supplier of the Insured by a cause covered under the Contents Section and happening within the Territorial Limits

(c) accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertaking’s feed to the Premises not occasioned by the deliberate act of any supply company or by
the exercise by any such company of its power to withdraw or restrict supply

(d) the occurrence at the Premises of food or drink poisoning vermin pests defective sanitation or any human infections or contagious disease (excluding AIDS or any AIDS related condition) an outbreak of which the Local or Government Authority has stipulated shall be notified to them

(e) suicide at the Premises other than of the policyholder or anyone covered by this Policy

(f) murder at the Premises other than committed by the policyholder or anyone covered by this Policy

The cover provided under this Section shall be void if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued without the written consent of the Company

Limits of Liability

The Company’s liability for all loss resulting from interruption of the Business arising during any one Period of Insurance shall not exceed

(a) £500,000 in respect of interruption at the Premises

(b) £25,000 in respect of untraceable or unrecoverable Outstanding Debit Balances

(c) £25,000 in respect of Damage at the premises of a supplier

Claims Settlement

The Company will pay

1. in respect of reduction in sales – the Rate of Gross Profit on any shortfall in expected sales less any charges or expenses which are reduced as a consequence of the interruption

2. in respect of Outstanding Debit Balances – the amount by which the Outstanding Debit Balances traced and/or received following the Damage shall fall short of the Outstanding Debit Balances before the Damage occurred

3. in respect of additional expenditure – that reasonably incurred to avoid a reduction in sales (but not exceeding the amount which would otherwise have been payable under 1 above) or in tracing and establishing the Outstanding Debit Balances

4. in respect of professional accountant’s charges – those reasonably incurred by the Insured for producing and certifying any particulars required by the Company in connection with the investigation and verification of a claim

Underinsurance

If at the time of occurrence of Damage the total of the Sums Insured specified in the Policy Schedule in respect of Contents is less
Policy Cover

Section 1F – Business Interruption

continued

than 85% of the reinstatement cost of the Property covered any amount payable under this Section will be proportionately reduced

Automatic Reinstatement of Limits of Liability

In the event of a loss the Limits of Liability will be automatically reinstated by the amount of the loss provided

(a) the Insured pays the appropriate additional premium under Section 1A – Contents for such reinstatement

(b) in respect of interruption or interference with the Business because of Damage by theft or attempted theft the automatic reinstatement of the Limits of Liability shall apply on the first occasion only in any Period of Insurance

Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax
Definitions

Insured
Any person or any company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the Policy Schedule

Business
The Business stated in the Policy Schedule which shall include the provision of catering social sports and welfare facilities for Employees fire first-aid and ambulance services and private work undertaken with the consent of the Insured by an Employee for a director partner or Employee of the Insured

Territorial Limits
1. Great Britain Northern Ireland the Isle of Man or the Channel Islands
2. elsewhere in the world in respect of
   (a) any act or omission occurring within 1 above
   (b) Injury to or the acts or omissions of persons normally resident in the territories specified in 1 above but temporarily engaged in the Business outside such territories
   (c) Injury or Damage caused by Products

Injury
Bodily injury including death illness disease nervous shock false arrest false imprisonment and false eviction

Property
Material property

Products
Goods (including containers and packaging) not in the custody or control of the Insured sold or supplied by the Insured in connection with the Business from any Premises within the territories specified in 1 of Territorial Limits and any error in connection with the sale supply or presentation of such goods

Principal
Any party (other than a director partner or Employee of the Insured) on whose behalf the Insured in the course of the Business is undertaking work excluding the sale or supply of Products

Pollution or Contamination
(a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
(b) all Injury or Damage directly or indirectly caused by such pollution or contamination
Cover

Public Liability

1. in the event of

   (a) **Injury** to any person other than an **Employee** if such **Injury** arises out of and in the course of their employment by the **Insured**

   (b) **Damage** to **Property** other than

      (i) **Property** belonging to the **Insured** or in his custody or control or

      (ii) **Property** in the custody or control of any **Employee**

   happening during the **Period of Insurance** in the **Territorial Limits** and caused either in connection with the **Business** or by **Products** the **Company** will subject to the **Limit of Liability indemnify the Insured against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury** or **Damage**

2. the **Company** will in addition pay solicitors fees for representation at any Coroner’s Inquest or fatal enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

Indemnity to other persons

The **Company** will indemnify in the terms of this Section

1. if the **Insured** so requests

   (a) any director or **Employee** in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him

   (b) any officer or member of the **Insured’s** canteen social sports or welfare organisations and fire first-aid and ambulance services

2. any **Principal** to the extent that the contract between the **Insured** and such **Principal** so requires in respect of liability arising from the performance of such work on behalf of such **Principal**

3. the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

Employers’ Liability

1. in the event of **Injury** to any **Employee** happening during the **Period of Insurance** in the **Territorial Limits** in connection with the **Insured’s Business** the **Company** will subject to the **Limit of Liability indemnify the Insured against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury**
If the **Company** is liable to indemnify more than one party the total amount of indemnity to all such parties including the **Insured** shall not exceed the Limits of Liability

### Additional Cover

1. **Loading and Unloading**
   
   Notwithstanding Exception 3 of this Section and provided the **Insured** is not more specifically insured under any other policy the **Company** will indemnify the **Insured** in the terms of this Section in respect of **Injury** or **Damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle.

2. **Cross Liabilities**
   
   If the **Insured** comprises more than one party (which term in the case of a partnership includes each individual partner) the **Company** will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an **Insured**.

3. **Motor Contingency Liability**
   
   Notwithstanding Exception 3 of this Section the **Company** will indemnify the **Insured** and no other person in the terms of this Section in respect of the use of any motor vehicle not the property of or provided by the **Insured** and being used in the course of the **Business**.

The **Company** will not be liable in respect of

(a) **Damage** to such vehicle

(b) **Injury** or **Damage** arising while such vehicle is being driven by the **Insured**

Provided that the **Company** shall not be liable under this extension if the **Insured** is entitled to indemnity under any other insurance.

4. **Health and Safety at Work Act 1974**
   
   The **Company** will at the request of the **Insured** indemnify any director or **Employee** of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for the breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the **Company** in an appeal against conviction arising from such proceedings.

Provided that the **Company** shall not be liable for the payment of fines or penalties.

5. **Defective Premises Act 1972**
   
   The **Company** will indemnify the **Insured** in the terms of this Section against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises.
Policy Cover

Section 1G – Legal Liabilities

continued

Act (Northern Ireland) Order 1975 in respect of Injury or Damage occurring within a period of seven years from the expiry or cancellation of this Policy

Provided that the Company shall not be liable under this extension if the Insured is entitled to indemnity under any other insurance


When cover is operative for Injury or Damage caused by Products the Company will indemnify the Insured and at the request of the Insured any Employee or director of the Insured against legal costs and expenses incurred with the Company’s written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the Insured and legal costs and expense incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that the Company shall not be liable for payment of fines or penalties

7. Damage to Leased or Rented Premises

In Cover paragraph 1(b) the expression “custody or control” shall not apply to any building (including its fixtures and fittings and contents) provided that in respect of any building which is leased hired or rented to the Insured the Company shall not be liable in respect of

(a) Damage to its contents
(b) the first £100 of each and every claim for Damage caused other than by fire or explosion
(c) liability arising solely because of a contract

8. Employees and Visitors Effects

In Cover Paragraph 1(b) the expression “custody or control” shall not apply to visitors directors partners and Employees personal effects including motor vehicles and their contents

9. Wrongful Arrest

The Company will indemnify the Insured under the Public Liability Cover in respect of legal liability arising out of wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an Employee) up to a maximum amount of £25,000 in any one Period of Insurance

Limits of Liability

1. Employers’ Liability

Any claim or number of claims arising out of one cause for Injury to Employees including claimants costs and any other costs and expenses incurred with the Company’s written consent shall not exceed the limit shown in the Schedule
2. **Public Liability**

   (a) any other claim or number of claims arising out of one cause including claimants costs and expenses shall not exceed the limit shown in the Schedule. Provided that the **Company’s** liability in any one Period of Insurance in respect of:

   (i) **Injury** or **Damage** arising directly or indirectly from **Pollution** or **Contamination** which is deemed to have occurred during any such period shall not exceed the limit shown in the Schedule

   (ii) **Injury** or **Damage** happening during any such Period and caused by **Products** shall not exceed the limit shown in the Schedule

   (b) The **Company** will in addition in respect of any other claim or number of claims arising out of one cause pay any other costs and expenses incurred with their written consent

**Exceptions**

The following Exceptions do not apply to liability in respect of Employers’ Liability

The **Company** will not be liable in respect of:

1. any liability for

   (a) any amount in respect of liquidated damages fines or penalties

   (b) **Injury** or **Damage** caused by **Products** which attaches solely because of a contract

2. (a) the cost of rectifying defective work

   (b) **Damage** to or the cost of recalling removing or repairing or replacing **Products** arising from a defect in or an error in connection with the sale supply or presentation of such **Products**

3. **Injury** or **Damage** arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the **Insured**

4. **Injury** or **Damage** which results from any deliberate act or omission of the **Insured** his partners directors or managerial **Employees** and which could have been reasonably expected having regard to the nature and circumstances of such act or omission

   This exception shall not apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

5. **Injury** or **Damage** arising out of or in connection with

   (a) the exercise by the **Insured** his partners assistants **Employees** or any person acting for him or on his behalf having
Policy Cover

Section 1G – Legal Liabilities

continued

professional qualifications of
professional skill associated with such
qualifications

(b) the dispensing of medicine

(c) the giving of advice or treatment

6. Injury or Damage caused by Products
incorporated in a craft designed to travel
through air or space which have been
specifically supplied by the Insured for
that purpose and are directly connected
with the safety of such craft

7. Injury or Damage which arises directly or
indirectly from Pollution or Contamination
unless such Pollution or Contamination is
caused by a sudden identifiable
unintended and unexpected incident which
takes place in its entirety at a specific time
and place during the Period of Insurance

For the purposes of this Exception all
Pollution or Contamination which arises
out of one incident shall be deemed to
have occurred at the time such incident
takes place

8. loss cost expense liability for Injury loss or
Damage directly or indirectly arising out of
or resulting from the manufacture mining
processing distributions testing remediation
removal storage disposal sale use of or
exposure to asbestos or materials or
products containing asbestos whether or
not there is another cause of loss which
may have contributed concurrently or in
any sequence to a loss

In respect of liability for property Damage
only that part of any such loss which is
directly or indirectly arising out of or
resulting from the manufacture mining
processing distributions testing remediation
removal storage disposal sale use of or
exposure to asbestos is excluded by the
foregoing

9. Products supplied which to the knowledge
of the Insured are exported to the United
States of America and/or Canada and/or
their dependencies or trust territories
unless otherwise agreed by the Company

The following Exceptions apply only to
Employers’ Liability

The Company will not be liable in respect of

10. Injury arising in connection with work on
offshore installations or transit thereto or
therefrom

11. Injury arising when any Employee is

(i) carried in or upon a vehicle

(ii) entering or getting on to or alighting
from a vehicle

in circumstances where any road traffic
legislation requires insurance or security
Right of recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to the compulsory insurance of liability to Employees

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law
This Section is operative only if shown as such in the Policy Schedule

**Definition**

**Buildings**

Buildings including permanent outbuildings, walls, gates, fences, landlords, fixtures & fittings, and tenants improvements.

**Cover**

1. the Buildings described in the Policy Schedule belonging to the Insured or for which the Insured is legally responsible are covered against Damage by the causes specified in Cover of Section 1A – Contents other than theft attempted theft or Damage to fixed glass (including its framework lettering or any intruder alarm foil attached to it) at the Premises.

2. following Damage covered by this Section the Company will also pay for

   (a) Removal of Debris
   
   costs incurred with the consent of the Company in removing debris, dismantling, demolishing, shoring up or propping that part of the Buildings destroyed or damaged.

   (b) Architects and Surveyors Fees
   
   architects, surveyors, consultants, and legal fees necessarily incurred in the reinstatement of the Buildings but not for preparing any claim.

   (c) Public Authorities
   
   the additional cost of reinstatement of the Buildings incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding

   (i) cost incurred in complying with such regulations or bye-laws under which notice has been served upon the Insured prior to the happening of the Damage or in respect of undamaged parts of the Buildings.

   (ii) the amount of any rate tax duty, development or other charge or assessment which may become payable following compliance with such regulations or bye-laws.

   (d) Emergency Services
   
   repairing Damage to the grounds of the Premises caused by the Emergency Services up to a maximum of £1,000 in any one Period of Insurance.

**Additional Cover**

**Contracting Purchasers Interest**

The cover provided by this Section in the event of the Insured contracting to sell the Buildings is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the Buildings are not otherwise insured.
Underground Services
The cover provided by this Section is extended to include accidental Damage to underground service pipes and cables between the Premises and the public mains for which the Insured is responsible.

Limit of Liability
The Company’s liability during any one Period of Insurance shall not exceed in respect of each Item specified in the Policy Schedule the Sum Insured set against it.

Index Linking
The Sums Insured in the Policy Schedule will be adjusted at monthly intervals in accordance with the percentage change in the General Buildings Cost Index published by the Buildings Cost Information Service of the Royal Institution of Chartered Surveyors (or an alternative index selected by the Company)

Provided that
(a) any adjustment made to the Sum Insured will be based on the latest figures available to the Company
(b) at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Protection after loss
The Sum Insured in the Policy Schedule on any Buildings item which sustains Damage by a cause covered by this Section will continue to be index-linked following such Damage while the property is being reinstated provided that the Insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay.

Claims Settlement
Following Damage the Company will pay the cost of reinstating the Buildings equal to their condition as new provided that
1. this is carried out without delay and in the most economical manner
2. when any Building is partially damaged the Company’s liability shall not exceed the reinstated cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged Building is not reinstated a loss will be settled after allowance for depreciation

Underinsurance
If at the time of Damage the total of the Sums Insured specified in the Policy Schedule is less than 85% of the reinstatement cost of the Buildings covered by this Section the Company shall bear only that proportion of the Damage which the total of the Sums Insured bear to the total reinstatement cost.

Automatic Reinstatement of Sums Insured
In the event of a loss the Sums Insured in the Policy Schedule will be automatically reinstated by the amount of the loss provided that
Policy Cover

Section 2 – Buildings

continued

1. the Insured pays the appropriate additional premium for such reinstatement of Sums Insured

2. the Insured implements without delay any amendments to the protections of the Premises that the Company may require

Exceptions

The Company will not be liable under this Section for Damage

1. by frost subsidence ground heave landslip of the normal settlement or bedding down of new structures

2. to fences or gates caused by storm or flood

3. to fixed water or heating installations caused by or arising from rusting corrosion wear tear or deterioration
Policy Cover

Section 3 – Refrigerated Stock

This section is operative only if shown as such in the Policy Schedule

Definitions

Appliance
Any frozen food cabinet deep freezer cold room cold store refrigerator or chilled unit on the Premises

Stock
Stock on the Premises owned by the Insured or for which the Insured is responsible

Cover
Refrigerated Stock is covered against Damage at the Premises as a result of deterioration or putrefaction caused by

1. a rise or fall in temperature as a result of
   (a) breakdown of or Damage to the Appliance
   (b) non-operation of any thermostatic or automatic controlling devices pertaining to the Appliance
   (c) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority

2. action of refrigerant fumes escaping from the Appliance

Limit of Liability
The Company’s liability during any one Period of Insurance shall not exceed in respect of each Item specified in the Policy Schedule the Sum Insured set against it

Index Linking
The Sum Insured in the Policy Schedule will be adjusted at monthly intervals in accordance with the percentage change in the Producer Price Index published by the Department of the Environment (or an alternative index selected by the Company)

Provided that

(a) any adjustment made to the Sum Insured will be based on the latest figure available to the Company

(b) at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Automatic Reinstatement of Loss
In the event of a loss the Sums Insured in the Policy Schedule will be automatically reinstated by the amount of the loss provided that the Insured pays the appropriate additional premium for such reinstatement of Sums Insured
Policy Cover

Section 3 – Refrigerated Stock

continued

Underinsurance

If at the time of Damage the total of the Sums Insured specified in the Policy Schedule is less than 85% of the value of the Property covered by this Section the Insurers shall bear only that proportion of the Damage which the total of the Sums Insured bear to the total value.

Exception

The Company will not be liable for Damage caused by any wilful act or wilful neglect by the Insured or any director partner or Employee of the Insured.

Special Condition

If an Appliance is more than 5 years old at the start of the Period of Insurance it must be maintained regularly by a suitably qualified independent electrical engineer.
Policy Cover

Section 4 – Loss of Licence

This section is operative only if shown as such in the Policy Schedule

Definitions

Licence
The licence granted for the retail sale of excisable liquors at the Premises specified in the Policy Schedule

Insured
Includes for the purposes of this Section the licence holder

Cover
If during the Period of Insurance the Licence is forfeited under the provisions of the appropriate legislation covering the issue of the Licence or after proper application the renewal of the Licence is refused by the appropriate authority the Company will pay for

1. the depreciation in value of the Premises
2. costs and expenses incurred by the Insured with the Company’s written consent in connection with any appeal in respect of forfeiture of or refusal to renew the Licence

Should the Insured comprise more than one party the Company will indemnify each in the terms of this Section as if the other was not included as an Insured provided that the total amount of indemnity shall not exceed the Limit of Liability

Limit of Liability
The Company’s liability during any one Period of Insurance in respect of each Item specified in the Policy Schedule shall not exceed the Sum Insured set against it

Special Conditions
The Insured shall immediately notify the Company in writing of any

1. complaint about the Premises or about the conduct or control of the Business
2. transfer or proposed transfer of the Licence
3. changes in tenancy or management of the Premises
4. objection to renewal of the Licence or any circumstances which may endanger the renewal of the Licence
5. proceedings against or conviction of the Insured or the licence holder at the Premises for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his honesty moral standing or sobriety
Exceptions

The Company will not be liable under this Section for forfeiture or refusal to renew the Licence arising from

1. any cause within or under the control of the Insured
2. any Town and Country planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of licences in connection with them
3. any alteration in the law affecting the grant surrender or forfeiture of or refusal to renew the Licence
Policy Cover
Section 5 – Treatment Risk

This section is operative only if shown as such in the Policy Schedule

Definitions

Treatment
1. tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
2. eyebrow and eyelash plucking shaping and tinting
3. manicure and pedicure (but not chiropody) including the application of acrylic coatings
4. application of cosmetics and body and facial masks
5. application of proprietary hair removal preparations other than electrolysis
6. normal hairdressing work on wigs and hairpieces
7. ear piercing by the gun and stud method

Qualified Operator
Any person 18 years or over who has either
(a) more than 3 years continuous experience of professional hairdressing or beauty treatments or
(b) completed 2 years technical college training in hairdressing or beauty treatment

Operation
Any work on the hair face scalp or body carried out in connection with the Business

Definitions
The Cover provided by Section 1G Public Liability is extended to include liability arising out of any Treatment undertaken in the course of the Business at the Premises by the Insured or any Employee

Exceptions
The Company will not be liable under this Section in respect of
1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced mixed or treated in any way by the Insured or any Employee
2. use of any product contrary to the makers or vendors instructions
3. any treatment carried out by any person other than a Qualified Operator except
(a) the washing and drying of hair hairpieces or wigs
(b) whilst such person is under the direct and continuous supervision of a Qualified Operator
4. any electrical treatment violet ray treatment treatment of the eyes vibro massage other than of the scalp hypodermic injection surgical operation or any operation involving the removal or piercing of skin
Policy Cover

Section 5 – Treatment Risk

continued

5. ear piercing unless by the gun and stud method

6. the use of sunbeds or solariums

7. any treatment not listed in the Definitions

Special Conditions

Sterilisation

Razor or clipper blades steel combs or any item which could pierce the skin whilst in use must be brand new or thoroughly sterilised

Limit of Liability

£250,000 for all claims relating to one cause or incident
How to make a claim

In the event of an incident occurring which may give rise to a claim under this Policy

1. take all necessary and reasonable precautions and emergency action to prevent further Injury Loss or Damage occurring

Utilise the Helpline facility – see page 2 of Your Policy Booklet

2. notify the Police of any incident involving loss Theft Malicious Damage or Vandalism

3. notify Us as soon as possible giving full details of the incident

We will

(i) check the Policy cover to ascertain as far as practical at this stage that a valid claim exists

(ii) appoint a Loss Adjuster at Our discretion

4. send to Us immediately upon receipt any writ summons or other legal process issued or commenced against You and do not negotiate admit or repudiate any claim without Our written consent

5. retain all damaged property/salvage for inspection You may not however abandon any property or salvage to Us

6. We shall be entitled to

(i) enter any of the buildings where Bodily Injury Loss or Damage has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner

(ii) negotiate defend or settle in Your name and on Your behalf any claim made against You as We deem appropriate

(iii) prosecute in Your name for Our own benefit any claim against any other person in respect of any amount paid or payable

7. You can contact us to report a claim using any of the following methods:

- Dedicated telephone number – 0330 024 2266
- Dedicated fax number – 0330 024 2623
- By E-Mail – commercialclaims@coveainsurance.co.uk
- In writing – Covéa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA