

Betting Shop Policy for Swinford Insurance Consultants

Policy document

A warm welcome to Zurich

Thank you for taking out your Betting Shop insurance policy with us and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

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Shop policy

The policy, insurance agreement, schedule and any endorsements should be read as if they were one document.

The policy is a contract between *you* and *us*. *You* have made to *us* a proposal, which is the basis of and forms part of the contract.

We will insure *you* under those sections shown in the schedule during any Period of Insurance for which *we* have accepted *your* premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both *you* and *us* to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to *your* address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English Courts.

For and on behalf of Zurich Insurance plc.



Guy Munnoch

Chief Executive Officer of Zurich Insurance plc, UK branch

This is a legal document and should be kept in a safe place.

Please read this policy and all schedules, endorsements and certificates carefully, they do not meet *your* needs return them to *us* or *your* insurance intermediary.

How we will use your data

We hold *your* personal data in accordance with the Data Protection Act 1998. The information supplied to *us* by *you* may be held on computer and passed to other insurers for underwriting and claims purposes. *You* should show this to anyone whose personal data may be processed to administer this Policy.

Policy Administration

In order to administer *your* insurance policy and any claims made under this policy *we* may share personal data provided to *us* with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If *we* do transfer *your* personal data including where *we* propose a change of underwriter *we* make sure that it is appropriately protected.

Claims History

Under the conditions of this policy *you* must tell *us* about any incident or circumstance that might give rise to a claim that would be covered under this Policy whether or not it is *your* intention to claim. When *you* tell *us* about an incident or circumstance *we* will pass information relating to it to the relevant database. *We* may search these databases when *you* apply for insurance, in the event of any incident or claim or at time of renewal to validate *your* claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention and Detection

In order to prevent and detect fraud *we* may at any time:

- a) share information about *you* with other organisations including the police
- b) undertake credit searches
- c) check and share *your* details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. *We* and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact *us* if *you* want to receive details of the relevant fraud prevention agencies. *We* and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help *you* identify these words in the policy we have printed them in bold throughout.

Average

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount *we* will pay will be reduced in proportion to the amount of the underinsurance.

Bodily Injury

Death, injury, illness or disease.

Buildings

The buildings of the *premises* shown in the schedule comprising:

- a) the saleshop and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) landlord's fixtures and fittings.

Business

The business shown in the schedule including:

- a) the provision and management of canteen, social, sports and welfare organisations for the benefit of *your employees* and first aid, fire and ambulance services
- b) maintenance of property and *premises* owned or occupied by *you*.

Damage

Loss or damage.

Employee

Any of the following people working for *you* in connection with *your business*:

- a) anyone who has entered into or works under a contract of service or apprenticeship with *you*
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by *you*.

Excess

Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which *you* will be responsible will be deducted from all claims for *damage* to material property after all other terms and conditions have been applied.

Premises

The *buildings* and the land within the boundaries belonging to them.

We, Us or Our

Zurich Insurance plc.

You or Your

The person, people or the company shown in the schedule as the Insured.

Section A – Buildings

Property Insured

For the purposes of this section *buildings* includes walls, gates and fences around the *buildings* and belonging to them.

Meaning of words

Words with special meanings in this section are defined on pages 4 and 5.

They are: *average, bodily injury, buildings, damage, employee, excess, premises, we, us, our, you, your.*

The cover

What is insured

Buildings

The *buildings* are insured against *damage* caused by the events in paragraph 1-10.

- 1 Fire, lightning, explosion or earthquake.

- 2 Theft or attempted theft.

- 3 Riot or civil, labour or political disturbances or vandals or malicious people.

- 4 Storm or flood.

- 5 Escape of water from fixed water apparatus.

We will also pay for *damage* to any fixed water apparatus caused by freezing or forcible or violent bursting.

What is not insured

Damage caused by theft or attempted theft not involving entry to or exit from the buildings by forcible and violent means.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
- to gates and fences
- due to a change in the water table level.

What is insured

6 Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.

7 Falling aerals, aerial fittings, satellite dishes or masts.

8 Leakage of fuel oil used solely for domestic purposes in connection with the *buildings*.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that *you* must give *us* immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event *we* shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section A are extended to include *damage* from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage arising from the erection, dismantling, repair or maintenance of such apparatus.

Damage

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - occurring while the *buildings* or any part of the *buildings* is in the course of erection, demolition, structural alteration or structural repair
 - caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.
-

Any *damage* which is not insured under events 1-10 of section A.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or *damage* resulting from another cause which happens afterwards and is not otherwise excluded
 - b) i) collapse or cracking of *buildings*
ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching.
-

What is insured

What is not insured

iii) change in colour, flavour, texture or finish

but this shall not exclude such **damage** if resulting from a cause which is not otherwise excluded

c) theft or attempted theft

d) acts of fraud or dishonesty

e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

ii) cracking, fracturing, collapse or over-heating of boilers economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers

but this shall not exclude:

a) such *damage* if resulting from a cause which is not otherwise excluded

b) subsequent *damage* if resulting from another cause which happens afterwards and is not otherwise excluded.

f) subsidence, ground heave or landslip

g) any process of cleaning, repairing, restoring, cutting, preparation or fitting

h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open

i) felling or lopping trees.

Damage to:

a) property in transit

b) property or structures in course of construction or erection and materials or supplies in connection with all such property

c) gates or fences.

12 Accidental *damage* to underground cables, pipes or tanks servicing the *buildings* for which *you* are responsible.

Any consequential *damage*.

What is insured

Glass

13 Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which *you* are responsible in the *premises*

The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- *damage* to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass.

The most we will pay is £1,000.

Sanitaryware

14 Accidental breakage of fixed sanitaryware at the *premises* for which *you* are responsible.

Rent

15 If the *building* is made uninhabitable by *damage* from any cause insured by this section, we will pay for loss of rent, until the *building* is repaired or reinstated.

The most we will pay is 15% of the sum insured on *buildings*. The work of repair or reinstatement must be done without delay.

Property Owners Liability

16 Any amounts which *you*, as owner of the *premises* become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes *bodily injury* to a person or *damage* to property.

The most we will pay for any claim or claims arising from any one event is £2,000,000 plus costs agreed by *us* in writing.

What is not insured

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Damage resulting from repairs or alterations to the *premises*.

Any liability:

- arising from an agreement which imposes a liability which *you* would not otherwise have been under
 - arising from the occupation of the *premises*
 - for *damage* to property owned or held in trust by *you* or in *your* custody or control
 - for *bodily injury* to any *employee*
 - for the cost of remedying any defect or alleged defect in the *premises*.
-

What is insured

Your legal liability under Section 3 of The Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975 in connection with any saleshop *premises* which have been disposed of by *you*. Provided that *you* have no other more specific insurance in force.

The most we will pay for any one claim or claims arising from any one event is £2,000,000 plus costs agreed by *us* in writing.

What is not insured

Trace and access

In the event of *damage* by an event in paragraphs 5, 8 or 9 we will also pay for:

- costs and expenses incurred in locating the source of the *damage*
- costs and expenses incurred in repairing any *damage* caused in locating the source of the *damage*

The most we will pay is £2,500.

Settling claims

We will pay the full cost of repair or reinstatement of the damaged part of the *buildings* provided that the work is done without delay or at *our* option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the *buildings* are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the *buildings* when new.

Average

The sum insured under each *building* is separately subject to *average*.

Additional costs

We will pay the necessary and reasonable expenses that *you* incur in repairing or reinstating the *buildings* following *damage* insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the *premises* safe
- the cost of complying with any government or local authority requirement following *damage* unless *you* were given notice of the requirement before the *damage*.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the *buildings* (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon *you*
- costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this policy.

Limits

The most we will pay for *damage* to the *buildings*, including additional costs, is the sum insured under section A.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to *us* unless *we* give *you* written notice to the contrary.

Provided that *you*:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the *premises* that *we* may require.

The most we will reinstate in any one period of insurance is the sum insured.

Index linking

(This will only apply if shown in the schedule).

We will automatically adjust the sum insured in line with changes in suitable indices of cost.

This adjustment will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

Selling your buildings

If *you* are selling *your building* we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Excess

The excess applicable under this section is shown in the schedule attached to the policy.

Special Exclusion applying to section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the property insured caused by:

- pollution or contamination which itself results from any of the insured events 1-6 under this section
- any of insured events 1-6 under this section which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions detailed on pages 42-46 of the policy.

Section B – Trade contents

Meaning of Words

Trade contents

- 1 Stock in trade and goods in trust
- 2 Trade fixtures and fittings, machinery and all other contents including:
 - the shop front and, if fixed to the *buildings*, any external signs, fittings and blinds
 - any telephone installation, gas or electricity meter
 - business books for their value as stationery plus the cost of clerical labour to reproduce them
 - *your* pedal cycles, clothing, and personal effects or those of *your employees* up to £500 any one person
 - computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most we will pay is £10,000
 - tenants improvements and decorationsall contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *trade contents*:

- glass in the shop front
- personal belongings comprising jewellery and furs
- landlord's fixtures and fittings
- motor vehicles and their accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- documents, manuscripts, plans, patterns, models, moulds or designs
- any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records
- explosives
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- property more specifically insured

Other words with special meanings in this section are defined on pages 4 and 5.

They are: *average, bodily injury, buildings, business, damage, employee, excess, premises, we, us, our, you, your.*

The cover

What is insured

Trade contents

The *trade contents* are insured against *damage* caused by the events in paragraphs 1-11.

- 1 Fire, lightning, explosion or earthquake.
-

What is not insured

What is insured

- 2 a) Theft or attempted theft. We will also pay for *damage* to the saleshop where *you* are legally responsible for it.
- b) Robbery or attempted robbery committed in the *premises*.

Provided that:

- i) all existing devices for securing the *buildings* of the saleshop are put into full and effective operation at night and whenever the saleshop is left unattended
- ii) the drawer of any cash register is left open whenever the saleshop is closed for business or left unattended.

-
- 3 Riot or civil, labour or political disturbances or vandals or malicious people.

-
- 4 Storm or flood.

-
- 5 Escape of water from fixed water apparatus

-
- 6 Impact by aircraft or other aerial devices, by any vehicle and articles falling from them or by animals.
-

What is not insured

Damage caused by theft or attempted theft not involving entry to or exit from the *buildings* by forcible and violent means.

Damage caused, or contributed to, by any of *your employees*.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
- to stock in trade or goods in trust in any cellar or basement unless placed on racks at least six inches above floor level
- due to a change in the water table level.

Damage to stock in trade or goods in trust in any cellar or basement unless placed on racks at least six inches above floor level.

What is insured

7 Falling aerials, aerial fittings, satellite dishes or masts.

8 Leakage of fuel oil used solely for domestic purposes in connection with the *buildings*.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that *you* must give *us* immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event *we* shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section B and additional covers 17 and 20 of section B are extended to include *damage* from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage caused by the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
- occurring while the *buildings* or any part of the *buildings* is in the course of erection, demolition, structural alteration or structural repair
- caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.

Any *damage* which is not insured under events 1-10 of section B and additional covers 17 and 20 of section B.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or *damage* resulting from another cause which happens afterwards and is not otherwise excluded
- b) i) collapse or cracking of *buildings*
 - ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching.

What is insured

What is not insured

iii) change in colour, flavour, texture or finish

but this shall not exclude such *damage* if resulting from a cause which is not otherwise excluded

c) theft or attempted theft

d) acts of fraud or dishonesty

e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers

but this shall not exclude:

a) such *damage* if resulting from a cause which is not otherwise excluded.

b) subsequent *damage* if resulting from another cause which happens afterwards and is not otherwise excluded.

f) subsidence, ground heave or landslip

g) any process of cleaning, repairing restoring, cutting, preparation or fitting

h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open

i) felling or lopping trees.

Damage to:

a) property in transit

b) property or structures in course of construction or erection and materials or supplies in connection with all such property

c) gaming machines and the baize playing surface of games tables when in use.

What is insured

Additional Cover

Glass

12 Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which *you* are responsible in the salesshop *premises*.

The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- *damage* to the *trade contents* caused by breakage of glass in the shop front
- *damage* to frames and framework of any description and the cost of removing or replacing any *trade contents* which may have to be removed to replace the glass.

The most we will pay is £1000.

Sanitaryware

13 Accidental breakage of fixed sanitaryware at the *premises* for which *you* are responsible.

Seasonal increase

14 The sums insured by items 1, 2 and 4 of the schedule of section B will be automatically increased each year by 30%:

- during November and December
 - for 30 days before Easter Day
 - or for any other three month period to which we agree in writing.
-

What is not insured

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Damage resulting from repairs or alterations to the *premises*.

Additional costs

Property temporarily removed

We will pay for *damage* to *trade contents* whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-11.

Provided that the *trade contents* remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for:

- stock or goods in trust
- *your* belongings or those of *your employees*
- *damage* caused by storm or flood whilst in the open.

The most we will pay is 15% of the sum insured by item 3 of section B as specified in the schedule.

Exhibition cover

We will pay for *damage* by an event in paragraphs 1-11 to *trade contents* belonging to *you* or for which *you* are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for *your* personal belongings or those of *your employees*, directors or visitors.

The most we will pay is £2,500.

Theft of keys

We will pay for the necessary replacement of locks following the loss of keys to the *buildings* or to any safe or strongroom in the *buildings* by theft from:

- the *buildings*
- the home of any *employee* or director.

Provided that if the keys are to a safe, they are not left in the *buildings* overnight.

The most we will pay is £1,000.

Loss of metered water

We will pay excess water charges demanded from *you* by the water supply authority following loss of metered water as a result of *damage* to fixed water pipes, apparatus and tanks by an event in paragraphs 1-11 provided that *you* keep a written record of readings from the water supply authority meter at intervals of not less than seven days.

The most we will pay is £2,500.

Trace and access

In the event of *damage* by an event in paragraphs 5,8 or 9 we will also pay for:

- costs and expenses incurred in locating the source of the *damage*
- costs and expenses incurred in repairing any *damage* caused in locating the source of the *damage*

The most we will pay is £2,500.

Debris removal costs

We will pay for costs and expenses incurred for removing debris of the *trade contents* following *damage* by any of the events in paragraphs 1-11.

We will not pay for:

- costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this policy.

Settling claims

In the event of *damage* by an event in paragraphs 1-11 to the property insured:

- by item 3 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred
- under any other item in section B as specified in the schedule we will indemnify *you* either by payment, repair, or at *our* option, reinstatement.

Average

The sums insured by this section are subject to *average*.

Limits

The most we will pay under any item is the sum insured applicable to that item.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to *us* unless we give written notice to the contrary.

Provided that:

- *you* pay the appropriate additional premium
- *you* take immediate steps to carry out any amendments in the protections of the *premises* that we may require.

The most we will reinstate in any one period of insurance is the sum insured.

Index linking

(This will only apply if shown in the schedule)

We will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.

These adjustments will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance, but at the end of the period we will work out the renewal premium on the revised sums insured.

Excess

The excess applicable under this section is shown in the schedule attached to the policy.

15 Money

Meaning of words

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers, National Health Prescriptions and gift tokens accepted by *you* and VAT purchase invoices, all pertaining to the *business* and belonging to *you* or for which *you* are responsible.

Business Hours

Any time when *you* or any of *your employees* or directors with responsibility for *money* are in the business portion of *your premises* for the purpose of *your business*.

The cover

What is insured

Physical *damage* to:

- *money*
- safes or strongrooms which normally contain *money* caused by theft or attempted theft.

Provided that:

- a) whenever the saleshop is unattended any safe containing *money* is securely locked and all keys to that safe are removed from the *premises* or kept on *your* person or one of *your employees*
- b) *you* keep a complete record of *money* in transit and on *your premises* and deposit that record in a secure place other than a safe or strongroom containing *money*
- c)
 - where *money* in transit insured by item i) exceeds £3,000 but not more than £5,000 it must be accompanied by at least two able-bodied adults.

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

- the dishonest acts of any *employee* not discovered within 14 days of the occurrence
- clerical or accounting errors.

Damage to *money* belonging to the Post Office Corporation.

The most we will pay is listed as follows:

For *money* in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices. £250,000

For *money* in any other form:

i) in transit by <i>you</i> or <i>your employees</i>	£3,000
ii) in transit by post (but no more than £5 per packet while in transit by unregistered post)	£1,000
iii) in any bank night safe	£3,000
iv) in <i>your premises</i> during <i>business hours</i>	£3,000
v) in <i>your premises</i> outside <i>business hours</i> in a locked safe or strongroom	£3,000
vi) in <i>your premises</i> outside <i>business hours</i> not in a locked safe or strongroom	£500
vii) in <i>your home</i> or that of any authorised <i>employee</i>	£500
viii) elsewhere	NIL

Malicious Attack

16 We will pay the sum or sums set out in the Table of Benefits shown below if *you* or any *employee* sustain *bodily injury* by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal *money* or *trade contents*.

Provided that:

- *you* or any *employee* is engaged on *your business* at the time of the attack
- the *money* or *trade contents* are insured under the policy
- under benefit E we will not pay the benefit for more than 104 weeks
- we will only pay a benefit if death or disablement occurs within twelve months of the date of injury
- if we are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident
- we will not pay for more than one benefit for the same period of time
- no benefit shall be paid until its entire amount has been agreed.

Table of Benefits

If physical injury is the only and direct cause of:

A	Death	£10,000
B	Total loss of one or more limbs	£10,000
C	Loss of sight	£10,000
D	Permanent total inability to attend to any occupation or business	£10,000
E	Temporary total inability to attend to the usual occupation or business	Normal weekly wage or salary up to £100

If any clothing or personal belongings of *you* or an *employee* are damaged as a result of malicious attack by anyone attempting to steal *money* or *trade contents*, we will pay for that loss.

The most we will pay for any one person is £500.

17 Business Interruption and Book Debts

Meaning of words

Damage

Loss or damage.

Income

The *money* paid or payable to *you* in the course of *your business* at the saleshop *premises* for goods sold and services provided less the purchase cost of the goods, winnings, returns, lay off payments, betting duties and levies.

Indemnity period

The period during which the results of the *business* are affected as a result of *damage*.

The maximum period for which *we* will pay will not exceed:

- 3 months in respect of a *Notifiable disease*, or arising from murder or suicide at the *premises*
- 24 months in respect of any other claim under this section of the policy.

Notifiable disease

Illness sustained by any person resulting from:

- food or drink poisoning
- any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)), an outbreak of which the competent local authority has stipulated must be notified to them.

Outstanding debit balances

The amounts debited or invoiced to customers as set out in *your* accounts but not paid at the time of the *damage* adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on *your business*.

Professional accountant's charges

The reasonable charges payable by *you* to *your* professional accountant for producing details that *we* require for any claim.

The cover

Business Interruption

We will pay for the loss of *income* occurring during the *indemnity period* resulting from *damage* caused by any of the insured events 1-13 under this section to any of the following:

- the *trade contents* or glass insured under this section
- the *buildings* of the *premises* shown in the schedule

provided that at the time of the *damage* there shall be an insurance in force covering *your* interest in the property at the *premises* against *damage* and that payment shall have been made or liability admitted under that insurance

- property in the vicinity of the *premises* which prevents or hinders the use of the saleshop or access to it.

We will pay:

- the difference between the *income you* would have received during the *indemnity period* if there had been no *damage* and the *income you* actually received during that period
- extra expenses that *you* necessarily and reasonably incur in order to minimise the interruption or interference with the *business* during the *indemnity period*.

Provided that the expenses incurred are not more than the reduction in *income* which would otherwise have been incurred

- *professional accountant's charges*.

We will take into account in calculating the payment:

- any savings during the *indemnity period* from business expenses payable out of *income* which stop or are reduced as a result of the *damage*
- any *income you* earn from conducting the *business* elsewhere during the *indemnity period*.

The definition of *damage* includes:

- 1 a) an outbreak of any *notifiable disease* occurring at the *premises* or which is attributable to food and drink supplied from the *premises*
b) the discovery of vermin or pests at the *premises* which causes a competent local authority to restrict the use of the *premises*
c) closure of the *premises* by a competent local authority because of defects in the drains or other sanitary arrangements
d) murder or suicide occurring at the *premises*.

Provided that the beginning of the *indemnity period* will be:

- i) in the case of a) and d), when the incident happens or is discovered
- ii) in the case of b) and c), the date when the restrictions on the *premises* are applied.

for the period specified in the *indemnity period*.

2 *Damage* at any suppliers' *premises* within the United Kingdom.

3 The accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the *premises*. We will not pay for any loss arising from the deliberate act of the supply authority.

Book Debts

If *your* books of account or other business books or records at the *premises* or whilst temporarily removed from the *premises* and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post suffer *damage* by any of the insured events 1-13 of Section B and as a direct result of the *damage you* are unable to trace *outstanding debit balances* due to *you* we will pay *you*:

- a) the difference between *outstanding debit balances* and the total of the amounts received or traced
- b) additional expenses incurred by *you* with *our* consent in tracing and establishing *outstanding debit balances*
- c) *professional accountants charges*.

Limits

The most we will pay for loss of *income* and Book Debts for any claim or claims arising from any one occurrence is £500,000 except for 2 – *damage* at suppliers' *premises*, where the most we will pay is £10,000.

Special Conditions applying to section B – no. 17 – Business Interruption and Book Debts

- 1 We will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so.
- 2 You must keep *your* books of account and other business books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the *premises*.

Special Exclusion applying to section B (except nos. 17 – Business Interruption and Book Debts, 18 & 19 – Employers' & Public and Products Liability)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the property insured caused by:

- i) pollution or contamination which itself results from any of the insured events 1-6 under this section
- ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

Special Exclusion applying to section B (no. 17 – Business Interruption and Book Debts)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to any property used by *you* at the *premises* for the purpose of the *business* caused by:

- i) pollution or contamination at the *premises* which itself results from any of the insured events 1-6 under this section
- ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

What is insured

Employers Liability

18 Your legal liability for *bodily injury* sustained by any *employee* which arises out of and in the course of his employment by *you* in connection with *your business*.

We will pay:

- all sums *you* become legally liable to pay for any claim for damages settled or defended with *our* consent
- claimant's costs and expenses
- all costs and expenses *you* incur with *our* consent in defending any claim for damages
- solicitors' fees *you* incur with *our* consent for:
 - a) representation at any Coroner's Inquest or Fatal Enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the *bodily injury* is caused:

- during the period of insurance
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What is not insured

Any Liability:

- for *bodily injury* or disease sustained by any *employee*:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation or
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
 - for which compulsory motor insurance or security is required under either of the following:
 - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
- or any other Compulsory Road Traffic Legislation.

Limit of Liability

The most we will pay is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause.

This amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this Policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

What is insured

Extensions to the Employers' Liability cover Health and Safety at Work Act 1974

All legal fees or expenses reasonably incurred by the solicitors engaged with *our* consent to act for, or on behalf of, any of *your employees* or directors to defend a criminal charge brought under:

- i) Section 36 or 37 of the Health and Safety at Work Act 1974 for an offence as defined in Section 33 of that Act
- ii) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the Period of Insurance and arising out of their employment by *you* in connection with *your business*.

Provided that:

- this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the *employee* tells *us* immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

What is not insured

Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by *your employee*.

Any fines or penalties.

Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.

Proceedings brought outside the territorial limits.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

Provided that:

- *our* liability under this extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this extension
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at *our* liability payable under this extension.

What is insured

Unsatisfied Court Judgements

If any *employee* or his personal representatives obtains a judgement for damages for *bodily injury* against any Company or individual operating from *premises* within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months *we* will pay to the *employee* or his personal representatives, at *your* request, the amount of any unpaid damages and awarded costs.

Provided that:

- the *bodily injury*:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of his employment in *your business*
 - there is no appeal outstanding
 - if any payment is made under this extension the *employee* or his personal representatives shall assign the judgement to *us*.
-

What is not insured

What is insured

Court Attendance Expenses

We will pay *you* the rates shown below if any such people are required to attend court as a witness at *our* request, in connection with a claim for which insurance is provided under this section:

- | | |
|---|--------------|
| i) <i>you</i> or <i>your</i> partner
or director | £250 per day |
| ii) any <i>employee</i> | £100 per day |

Indemnity to Directors and Employees

If the following people have a claim made against them for which *you* would be insured by the Employers' Liability cover, we will pay any amounts for which they are legally liable:

- any director or *employee*
- any officer, member or *employee* of *your* social, sports or welfare organisations or first aid, fire or ambulance services.

Provided that:

- *you* request *us* to do so
- such people keep to the terms, conditions and limitations of the policy.

Non-Manual work abroad

This insurance applies anywhere in the world where *your* directors, *employees* or partners are on temporary visits on *your business* for the purpose of non-manual work.

Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Private Work

Private work carried out by any *employee* for *you* or any of *your* directors.

What is not insured

All the extensions to the Employers' Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

What is insured

Public and Products Liability

19 All sums which *you* shall become legally liable to pay as compensation for:

- accidental *bodily injury* to any person
- accidental *damage* to material property
- accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- charges of wrongful arrest or malicious prosecution being brought against *you* arising out of any allegation of shoplifting or other improper conduct at *your premises* by any person other than an *employee*

occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the *business* at the saleshop *premises* or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the *business*.

What is not insured

Any liability:

- from accidental *bodily injury* sustained by any *employee* or director in the course of his employment by *you* in connection with the *business*
- arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
- arising out of treatment or the dispensing of medicines or drugs
- which arises from ownership of the *premises*
- for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the *business*
- for *damage* to property which belongs to *you* or is held in trust by *you* or borrowed, rented, leased or hired for use by *you*

This shall not apply to:

- i) personal property (including vehicles and their contents) of *your* visitors, directors or *employees*
- ii) buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement

What is insured

What is not insured

- for *damage* to that part of any property upon which *you* or *your* servant or agent has been working, where the *damage* is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement.
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- arising out of manual work undertaken away from the saleshop *premises* other than collection or delivery by *you* or any of *your employees*.
- arising from the ownership, possession or use by *you* or on *your* behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

Limit of Liability

The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is £2,000,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by *you* or on *your* behalf, the most we will pay for any one Period of Insurance is £2,000,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

What is insured

Extensions to the Public Liability cover Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify you against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

What is not insured

Proceedings brought outside the territorial limits.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

This extension is subject to the following:

- *our* liability under this extension will not exceed £2,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this extension
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at *our* liability payable under this extension.

What is insured

Motor Contingent Liability

All sums which *you* shall become legally liable to pay as compensation for:

- accidental *bodily injury* contracted by any person
- accidental *damage* to material property arising out of the use of any motor vehicle being used in connection with *your business*.

Cross Liabilities

Where this policy is in the joint names of more than one party we will deal with any claim as though a separate policy had been issued to each of them.

Health and Safety at Work Act 1974

We will pay, at *your* request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against *you* or one of *your employees* or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including legal costs and expenses incurred with *our* consent in an appeal against conviction.

What is not insured

Any liability:

- arising from the use of a motor vehicle which *you* own or provide
 - for any *damage* to the vehicles or goods carried in them
 - arising while the vehicle is being driven by any person who, to *your* knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
 - more specifically insured under another policy
 - arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
 - attaching to any person other than *you*.
-

What is insured

Personal Liability during visits abroad

The personal liability of:

- *you*
- any *employee* or director
- the family of any *employee* or director while accompanying such a person during temporary visits anywhere in the world in connection with *your business*.

Provided that such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

What is not insured

Any liability:

- arising from any contract or agreement which imposes a liability that *you* would not otherwise have been under
 - arising from the ownership or occupation of any land or buildings
 - arising from the carrying on of any trade or profession
 - arising from the ownership, possession or use of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air and space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
 - arising from *damage* to property owned or held in trust by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director whilst accompanying such people during temporary visits anywhere in the world in connection with *your business*
 - for accidental *bodily injury* contracted by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director whilst accompanying such people during temporary visits anywhere in the world in connection with *your business*.
-

What is insured

Indemnity to Directors and Employees

If the following people have a claim made against them for which *you* would be insured by the Public Liability cover, *we* will pay for any amounts for which they are legally liable:

- any director or *employee*
- any officer, member or *employee* of *your* social, sports or welfare organisations or first aid, fire or ambulance services.

Provided that:

- *you* request *us* to do so
 - such people shall keep to the terms, conditions and limitations of this policy
-

Private Work

Private work carried out by any *employee* for *you* or any of *your* directors.

Non-Manual work abroad

This insurance applies anywhere in the world where *your* directors, *employees* or partners are on temporary visits on *your business* for the purpose of non-manual work. Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Data Protection Act

We will pay all sums *you* become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by *you*.

What is not insured

Fines or penalties.

The cost of replacing, reinstating, rectifying or erasing any personal data.

What is insured

Consumer Protection Act

We will, at *your* request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including costs and expenses incurred with *our* consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the Period of Insurance
- the criminal proceedings relate to an offence committed in the course of *your business*
- the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- we have sole conduct and control of all claims
- *you* or any *employee* shall tell *us* immediately if any summons or other process is served upon *you* or any *employee* and of any event that may give rise to proceedings against such people.

The most we will pay is £25,000.

What is not insured

Legal fees or expenses where *you* or *your employee* are insured by another policy.

Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by *you* or any *employee*.

Legal costs and expenses which *you* or any *employee* may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of *you* or any *employee*.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.

All the extensions to the Public Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms limitations and conditions of the policy.

Special Condition applying to no. 19 of section B – Public and Products Liability

Liability arising from Pollution or Contamination is not insured unless 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.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 19 of section B.

For the purpose of this condition “Pollution or Contamination” shall mean:

- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all *damage* or personal injury directly or indirectly caused by such Pollution or Contamination.

What is insured

Tenant’s Liability

20 (this does not apply if *you* are the owner of the *buildings*)

Your legal liability as tenant for:

- *damage* to the *buildings* or to landlord’s fixtures and fittings directly caused by any of the events in paragraphs 1-11 of section B
- the cost of repairing accidental *damage* to underground pipes, drains and cables on the *premises* or connecting them to the public mains.

The most we will pay is ten percent (10%) of the sum insured under section B.

What is not insured

Your attention is drawn to the Conditions and Exclusions detailed on pages 42-46 of the policy.

Section C – Frozen foods

Meaning of words

Appliance

Any frozen or chilled food cabinet, deep freezer, cold room or cold store the age of which is not more than 10 years old and is within the *buildings*.

Other words with special meanings are defined on pages 4 and 5.

They are: *average, buildings, damage, premises, excess, we and your.*

The cover

What is insured

Damage to all frozen or chilled food contained in any *appliance* caused by:

- change in temperature resulting from:
 - i) mechanical or electrical breakdown of the *appliance*
 - ii) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the *premises*
- accidental leakage of refrigerant or refrigerant fumes.

The most we will pay is the sum insured shown in the schedule.

What is not insured

Damage caused by *your* wilful neglect.

Damage caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.

Average

The sum insured under this section is subject to *average*.

Index-linking

(This will only apply if shown in the schedule.)

We will automatically adjust the sum insured in line with changes in suitable indices of cost.

We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

Excess

The excess applicable under this section is £50.

Your attention is drawn to the Conditions and Exclusions detailed on pages 42-46 of the policy.

Section D – Goods in transit

Meaning of words

Working hours

The whole period during which the vehicle is being used by its driver in connection with *your business*.

Other words with special meanings in this section are defined on pages 4 and 5 or in section B.

They are: *business, damage, employee, excess, trade contents, we, you* and *your*.

The cover

What is insured

Damage to the *trade contents* while in transit to or from the *premises* anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by *you* or any *employee*.

The most *we* will pay is the sum insured in the schedule.

What is not insured

Damage to *trade contents* in a mobile shop.

Loss from an unattended road vehicle unless the vehicle:

- a) during *working hours* has all doors and windows and other means of access securely fastened and locked
- b) at all times out of *working hours* is housed in a securely locked garage.

Damage arising from:

- depreciation, delay, inadequate documentation or consequential loss
 - wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
 - the carriage of fireworks or other dangerous goods
-

Excess

The excess applicable under this section is £50.

Your attention is drawn to the Conditions and Exclusions detailed on pages 42-46 of the policy.

Section E – “All-risks”

Meaning of words

Words with special meanings in this section are defined on pages 4 and 5.

They are: *average, damage, excess, we.*

The cover

What is insured

Damage to the property shown in the schedule from any cause occurring within Europe.

What is not insured

Mechanical or electrical breakdown.

Loss from an unattended road vehicle.

Damage caused by:

- wear and tear or gradual deterioration, moth or vermin or climatic conditions
 - cracking, scratching or breakage of records, glass or other brittle material
 - any process of cleaning, alteration, maintenance or repair
 - the use of bent, foreign or false coins.
-

Settlement of claims

We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided that the cost is incurred.

Average

The sum insured for each item under this section is separately subject to *average*.

Excess

The *excess* applicable under this section is £50 in respect of each loss occurrence unless shown separately in the schedule.

Your attention is drawn to the Conditions and Exclusions detailed on pages 42-46 of the policy.

Endorsements applicable to all sections

(apply only if indicated in the schedule)

Minimum Security Standard – Level A MSSA

Damage caused by theft or attempted theft is not insured unless devices for the security of the *premises* are installed in accordance with the following Specification and all such devices are put into full and effective operation at night and whenever the *saleshop premises* are closed for business or left unattended:

Specification

- 1 All external doors of the *buildings* occupied by *you* together with internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with one of the following:
 - i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by *us* in writing.
- 2 All outward opening external doors of the *buildings* occupied by *you* and internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with hinge bolts.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

Notes:

- i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise *our* minimum security requirements. Where additional protections are required by *us*, or where *we* agree to accept alternative security measures, *we* will specifically advise *you* in writing.

Excluding Theft 0001

The following are not insured by this policy:

- a) theft or attempted theft
- b) breakage of glass and other *damage* caused by theft or attempted theft or any resultant loss of *income*
- c) loss of *money* by theft and *damage* to safes caused by thieves.

Intruder Alarm Condition 0002

Damage caused by theft or attempted theft as insured by event No. 2 of section B is not insured unless:

- a) the Intruder Alarm is installed in accordance with the specification or system record approved by *us* and is put into full and effective operation at night and whenever the saleshop *premises* are closed for business or left unattended

Note:

We will not regard the Intruder Alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and *you* have had notice of the withdrawal of the police, telephone or central monitoring station service and such service has actually been withdrawn

- b) the Intruder Alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by *us*
- c) all keys of the Intruder Alarm are removed from the saleshop *premises* at night and whenever they are closed for business or left unattended.

Note:

Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the business part of the *premises*.

Minimum Security Standard – Level B MSSB

Damage caused by theft or attempted theft is not insured unless:

- a) i) an Intruder Alarm System complying with the undernoted Requirements is installed at the saleshop *premises* and
 - ii) the Intruder Alarm System is put into full and effective operation whenever the saleshop *premises* are closed for business or left unattended.

Note:

The Intruder Alarm System shall not be regarded as effective if the telephone line, direct line or central monitoring station warning system is to *your* knowledge not in full and effective working order or *you* have had notice of withdrawal of the police or telephone or central monitoring station service and such service has actually been withdrawn

- b) all keys of the Intruder Alarm System are removed from the saleshop *premises* whenever they are closed for business or left unattended. Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the business part of the *premises*.

Requirements for the Intruder Alarm System

- 1 The Intruder Alarm System is to be designed and installed to the requirements of BS4737 – Intruder Alarm Systems in Buildings. The System must be installed and maintained under contract by a company which is included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS).
- 2 The Intruder Alarm System must include remote signalling, involving an automatic telecommunications link between the protected *premises* and a central monitoring station approved by the National Approval Council for Security Systems as meeting the requirements of BS5979 – Remote Centres for Intruder Alarm Systems.
- 3 Where remote signalling is by digital communicator, this must be connected via an exdirectory, outgoing only, telephone line and must incorporate a line fault monitor.
- 4 All telephone lines used for the remote signalling must, as far as possible, enter the *premises* underground or in a concealed manner.

Note:

This endorsement has a continuing effect and its terms and conditions should be kept in mind. If circumstances should arise which render *you* unable to comply with any part *you* should advise *us* at once to see if help can be given to obtain reinstatement of cover.

Minimum Security Standard – Level B MSSC

Damage caused by theft or attempted theft is not insured unless:

- a) i) an Intruder Alarm System complying with the undernoted Requirements is installed at the salesshop *premises* and
- ii) the Intruder Alarm System is put into full and effective operation whenever the salesshop *premises* are closed for business or left unattended.

Note:

The Intruder Alarm System shall not be regarded as effective if the telephone line, direct line or central monitoring station warning system is to *your* knowledge not in full and effective working order or *you* have had notice of withdrawal of the police or telephone or central monitoring station service and such service has actually been withdrawn

- b) all keys of the Intruder Alarm System are removed from the salesshop *premises* whenever they are closed for business or left unattended. Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the business part of the *premises*.

Requirements for the Intruder Alarm System

- 1 The Intruder Alarm System is to be designed and installed to the requirements of BS4737 – Intruder Alarm Systems in Buildings. The System must be installed and maintained under contract by a company which is included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS).
- 2 The Intruder Alarm System must include RedCARE signalling, involving an automatic telecommunications link between the protected *premises* and a central monitoring station approved by the National Approval Council for Security Systems as meeting the requirements of BS5979 – Remote Centres for Intruder Alarm Systems.
- 3 All telephone lines used for the remote signalling must, as far as possible, enter the *premises* underground or in a concealed manner.

Note:

This endorsement has a continuing effect and its terms and conditions should be kept in mind. If circumstances should arise which render *you* unable to comply with any part *you* should advise *us* at once to see if help can be given to obtain reinstatement of cover.

Conditions and exclusions applying to the whole policy

General conditions

In the following conditions the word *you* also includes any other person insured under the policy.

- 1 The policy, insurance agreement, schedule and any endorsements should be read as if they are one document.
- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- 3 *You* must tell *us* of any change of circumstances after the start of the insurance which increases the risk of injury or *damage*. *You* will not be insured under the policy until we have agreed in writing to accept the increased risk.
- 4 If *you* or anyone acting for *you* makes a claim under this policy knowing the claim to be false, we will not pay the claim and all cover under the policy stops.
- 5 If *you* decide *you* do not want to accept the policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice. We may, at *our* discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.
- 6 We have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to *your* last known address.
- 7 If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take any legal action against *us* over the dispute before the arbitrator has reached a decision.
- 8 If *you* die we will insure *your* legal personal representatives for any liability *you* had previously incurred under the policy provided that they keep to the terms of the policy.
- 9 If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that Period of Insurance.
- 10 *You* must tell *us* immediately any *building* or part of any *building* becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and *you* must action any risk improvement measures that we may require.

Claims Conditions

- 1 Upon learning of any circumstances likely to give rise to a claim *you* must:
 - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
 - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
 - immediately send to *us* any writ or summons issued against *you*
 - supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that *we* require within the following periods:
 - i) 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the *indemnity period* under section B No. 17 – Business Interruption and Book Debts
 - iii) 30 days after any other *damage*, interruption or *bodily injury*
 - take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.
- 2 *We* shall have the right to settle a claim by:
 - the payment of *money*
 - reinstatement or replacement of the property lost or damaged
 - repair of the property lost or damaged

If *we* decide upon reinstatement, replacement or repair *we* shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. *We* shall not spend on any one item, more than its sum insured.
- 3 *We* have the right to the salvage of any insured property.
- 4 *You* must not admit, deny, negotiate or settle any claim without *our* written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy *we* will be liable only for *our* proportionate share. If any other such policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 *We* are entitled to:
 - take the benefit of *your* rights against another person before or after *we* have paid a claim
 - take over the defence or settlement of a claim against *you* by another person.
- 7 *We* have the right to enter the *building* where the *damage* has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

General Exclusions – applicable to all insurances other than Employers' Liability unless otherwise stated

The policy does not cover:

- 1 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.
- 2 *Damage*, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:
 - a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - 1) involves violence against one or more persons; or
 - 2) involves *damage* to property; or
 - 3) endangers life other than that of the person committing the action; or
 - 4) creates a risk to health or safety of the public or a section of the public; or
 - 5) is designed to interfere with or to disrupt an electronic system
 - b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

If we decide that by reason of this EXCLUSION *damage* or loss resulting from such *damage* is not insured and you dispute our decision you must prove that this EXCLUSION should not apply.

B – Northern Ireland Exclusion

This Policy does not cover *damage* to any property in Northern Ireland or loss resulting from such *damage* arising from riot civil or political disturbances and (except in respect of *damage* by Fire or Explosion) labour disturbances.

Employers' Liability Revised Limit T989B

Under section B – Additional Cover 18 – Employers' Liability the most we will pay is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause (other than terrorism).

The most we will pay under this Policy in respect of any one claim against *you* or by *you* or series of claims against *you* or by *you* arising directly or indirectly from terrorism shall be £5,000,000.

For the purposes of this section of the Policy "terrorism" means:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - 1) involves violence against one or more persons; or
 - 2) involves *damage* to property; or
 - 3) endangers life other than that of the person committing the action; or
 - 4) creates a risk to health or safety of the public or a section of the public; or
 - 5) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

The amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this Policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

- 3 *Damage* arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4 Any expense, consequential loss, legal liability, or *damage* to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

5 *Damage* to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating.

This exclusion shall not apply where fire spreads to cause *damage* to other plant or appliances or other property insured.

6 The policy does not cover:

- i) loss, destruction or *damage*
- ii) consequential loss, additional expenditure or extra expenses
- iii) legal liability

iv) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any DATA PROCESSING SYSTEM responding to or dealing in any way with:

- i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
- ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before or after the year 2000 but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or *damage* or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

DEFINITIONS for the purpose of this Exclusion, the following special meanings shall apply:

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

"DEFINED PERILS" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

Our complaints procedure

We value the opportunity to investigate any concerns *you* may have about any aspect of *our* service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with *your* usual contact as they will generally be able to provide *you* with an immediate response to *your* satisfaction.

Contact details will be provided on correspondence that *we* or *our* representatives have sent *you*.

If *we* cannot resolve *your* complaint straight away *we* will aim to resolve *your* concerns as soon as possible and *we* will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints *we* receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to *our* customers and seek to do what is right however sometimes *we* may not be able to reach an agreement with *you*. If this is the case and *you* remain dissatisfied once *you* have received *our* response to *your* complaint *we* will refer *your* complaint to *our* Customer Relations Team for a separate review.

The Customer Relations Team will contact *you* to let *you* know they have received *your* complaint and when their review is complete they will provide *you* with a final response on *our* behalf.

The Financial Ombudsman Service (FOS)

If *we* are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* can ask the FOS to formally review *your* case. *You* must contact the FOS within six months of *our* final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect *your* legal rights.

The FOS can help with most complaints if *you* are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If *you* are unsure whether the FOS will look at *your* complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of *your* complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet our obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect *your* legal rights.



CommunityMark
developed by Business in the Community

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.
UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,
Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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