NEW INDIA ASSURANCE

Please complete this proposal and return it to your insurance adviser or to:

The New India Assurance Company Limited,
3rd Floor,
Crown House
Crown Street,
Ipswich,
Suffolk IP1 3HS

Policy

ELDERLY CARE HOMES

Contents

Preamble

The following applies to every section of your Care Homes Policy:

1 The proposal and declaration made by the Policyholder are incorporated in and form the basis of this contract.

2 For the purpose of this insurance, the Policy shall mean this booklet, your Schedule and any endorsements which apply. All these must be read together as one contract. Any word or expression to which a specific meaning has been given in any section shall bear the same meaning wherever it may appear in that section.

3 The Policy is issued by the New India Assurance Company Limited, from now on referred to simply as the Insurer. All references to you or your are to be construed as references to the Policyholder.

4 In return for your having paid or agreed to pay to the Insurer the premiums for the periods of insurance stated in the Schedule, the Insurer undertakes to provide the insurance described in the Policy, subject to its terms and conditions.

5 This Policy is effective only while you are carrying on the Business described in the Schedule and for no other purpose.

For and on behalf of the Insurer

Mr K G Arora

Chief Executive – UK

Applicable Law

The parties to this contract have the right to choose the law that should apply. The Insurer proposes to apply English law except for those customers who at inception of the contract are domiciled:-

(i) in Scotland where Scots law will apply

or

(ii) in Northern Ireland where the law of Northern Ireland will apply

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

Caring for our customers

We at New India make every effort to provide a good service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

- Your first point of contact should always be your Insurance Adviser or alternatively the Manager of the New India Assurance office which issued the policy.
- If, following contact with the above, you feel that you require further assistance, then please write to our Customer Care Manager or Chief Executive – UK at:

New India Assurance Company Ltd
14 Fenchurch Avenue
London EC3M 5BS

It will greatly assist us if you quote your policy number in any communication.

FSA

Authorised and regulated by the Financial Services Authority

Section 1 – **Building and Contents**

The Property Insured

Item 1

The Building of the Premises described in the Schedule including
(i) landlord's fixtures and fittings
(ii) outbuildings, extensions, annexes and gangways at the same Premises and used in connection with the Business or for domestic purposes
(iii) walls, gates and fences, yards, car-parks, driveways, pavements and patios

Item 2

Trade Contents while within the Premises consisting of
(i) Stock in trade and goods in trust or for which the Policyholder is responsible and
(ii) (a) furniture, fixtures, fittings, business machines and appliances
(b) all other contents consisting of
(i) tenant's improvements and interior decorations
(ii) business books and documents for the value of the materials and clerical labour and other costs expended in their reproduction *but not for the value of the information to you*
(iii) clothing and personal effects belonging to you or any employee up to £500 any one person *but excluding property insured by any other Item* being your property or held by you in trust or on commission for which you are responsible and for the purpose of the Business as described in your Schedule.

Item 3

Residents' Clothing and Personal Effects *(Excluding Money)* while within the Premises. The Insurer's liability in respect of the clothing and personal effects of any one resident shall not exceed the limit shown in the Schedule.

Item 4

Any other property while within the Premises specifically described in the Schedule.

Note 1: Cover for the above Items is operative only if a sum insured is shown in the Schedule.

Note 2: For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Policyholder's books.

Your Cover

If any of the Property Insured is accidentally lost, destroyed or damaged by any cause not excepted below, the Insurer will pay to the Policyholder an amount calculated in accordance with the Basis of Settlement, or at the Insurer's option will reinstate or replace such property or any part of it.

Section Definition

Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from aircraft, riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft, subsidence or heave of the site (or any part of the site) on which the Premises stand, or landslip.

Exceptions

This Section does not cover:

1 *loss destruction or damage caused by or consisting of*
(i) inherent vice, latent defect, gradual deterioration, wear and tear or frost
(ii) faulty or defective design, materials or workmanship, or operational error on the part of the Policyholder or any of his/her employees
but this shall not exclude subsequent loss, destruction or damage if this results from a cause that is not otherwise excluded.

2 *loss, destruction or damage caused by or consisting of:*
(*i*) *corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects*
(ii) change in temperature, colour, flavour, texture or finish
(iii) joint leakage, failure of welds or the cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping used in connection with such equipment
(iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
but this shall not exclude either:
(a) such loss, destruction or damage if it is not otherwise excluded and itself results from a Defined Peril or from any other accidental loss, destruction or damage
(b) subsequent loss, destruction or damage if this results from a Defined Peril that is not otherwise excluded

3 *loss destruction or damage caused by pollution or contamination* but this shall not exclude either:
(a) pollution or contamination which itself results from a Defined Peril
(b) a Defined Peril which itself results from pollution or contamination

4 *loss destruction or damage caused by or consisting of:*
(i) damage to walls, gates and fences, yards, carparks, driveways, pavements and patios caused by subsidence, heave or landslip unless also affecting a building insured by this policy
(ii) subsidence, heave or landslip which originated prior to the inception of this insurance
(iii) subsidence, heave or landslip resulting from the normal settlement or bedding down of new structures, the settlement or movement of made-up ground, coastal or river erosion, defective design or workmanship or the use of defective materials
(iv) subsidence, heave or landslip resulting from the demolition, construction, structural alteration or repair of any property at the Premises or from groundworks or excavation at the Premises
(v) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

5 *destruction of or damage to the Building caused by its own collapse or cracking unless this results from a Defined Peril in so far as it is not otherwise excluded*

6 *loss or destruction of or damage to movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust*

7 *theft or attempted theft:*
(i) of materials forming part of the Building, property in the open or in outbuildings, walls, gates or fences
(ii) resulting from an act of any of your employees or any person lawfully on the Premises.

8 *loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason (including false or forged signatures)*

9 *loss, destruction or damage to the property caused by fire resulting from its undergoing any heating process or any process involving the application of heat*

10 *any loss which is or can be insured by Section 3, 4, 6, 7 or 15 of this Policy*

11 *vehicles licensed for road use and attached accessories, caravans and trailers*

12 *loss, destruction or damage in Northern Ireland resulting from*
(i) riot or civil commotion
(ii) strikers, labour disturbances or malicious persons (unless caused by fire or explosion)

13 *(i) the first £250 of each and every occurrence of loss, destruction or damage unless caused by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, earthquake, theft, attempted theft, subsidence, heave or landslip*
(ii) the first £50 of each and every occurrence of loss, destruction or damage caused by theft or attempted theft
(iii) the first £1,000 of each and every occurrence of loss, destruction or damage caused by subsidence, heave or landslip

14 *the cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched. Where carpeting or office floor covering is damaged beyond repair only the damaged carpet or other floor covering will be replaced and not undamaged carpet or other floor covering in the adjoining rooms, hallway, stairs and/or landing*

Claims Settlement

1 Limits of Indemnity

The Insurer's limit of liability for loss or destruction of or damage to the Property Insured shall not exceed in any one period of insurance the Declared Value recorded against each item in your Schedule.

2 Basis of Settlement

The basis upon which the amount payable is to be calculated shall be the replacement or reinstatement of the property lost, destroyed or damaged provided that such replacement or reinstatement is actually incurred. For this purpose "reinstatement" means

(a) the rebuilding or replacement of property lost or destroyed which, provided the Insurer's liability is not increased, may be carried out:
   (i) in any manner suitable to the requirements of the Policyholder
   (ii) upon another site

(b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

3 Declared Value

At the inception of each period of insurance the Policyholder shall notify the Insurer of the Declared Value of each item of the Property Insured. In the absence of such a declaration the last amount declared by the Policyholder shall be taken as the Declared Value for the ensuing period of insurance. 'Declared Value' means the Policyholder's assessment of the cost of reinstatement of the property insured arrived at in accordance with paragraph 2(a) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for:

(a) the additional cost of reinstatement to comply with Public Authority requirements
(b) professional fees
(c) debris removal costs

4 **Underinsurance**

If at the time of loss, destruction or damage the Declared value of any Item (other than Item 3) is less than the cost of reinstatement (as defined in Paragraph 2 above) at the inception of the period of insurance then the Insurer's liability for the loss, destruction or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.

5 **Inflation Provision (Buildings and Trade Contents)**

The Insurer will provide free of charge an uplift (up to a maximum of 15%) to the Declared Value (as defined in 3 above) to cover the effects of inflation during the period of insurance where required to reinstate the damaged property.
The uplift for inflation applies at the rate of 1/365th per day during the Period of Insurance.

6 **Special Conditions**

(a) The Insurer's liability for the repair or restoration of property damage in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
(b) Reinstatement shall commence and proceed without unreasonable delay.
(c) Until the cost of reinstatement has been actually incurred, no payment shall be made beyond the value of the property at the time of its loss or destruction.

7 **Rent**

If an item on Rent is included in this Section, then in respect of that Item

(a) the insurance shall operate only if the Building or any part of it is unfit for occupation in consequence of its destruction or damage
(b) the Basis of Settlement shall be the reduction in rent in consequence of the destruction or damage, and the amount payable shall not exceed that proportion of the sum insured that the period necessary for the reinstatement of the Building bears to the number of months' Rent insured.

Extensions

1.1 **Professional Fees**

The sums insured by Items 1 and 2 include an amount in respect of architects' surveyors' consulting engineers' legal and other fees necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage *but not preparing any claim* provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

1.2 **Removal of Debris**

This insurance includes costs and expenses necessarily incurred by the Policyholder with the consent of the Insurer in

(a) removing debris
(b) dismantling and/or demolishing
(c) shoring up or propping of the portion or portions of the Property Insured destroyed or damaged by fire or by any other peril hereby insured against.

The Insurer will not pay for any costs or expenses
(1) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
(2) arising from pollution or contamination of property not insured by this policy.

The liability of the Insurer under this extension and the Section in respect of any Item shall in no case exceed the sum insured by that Item.

1.3 **Temporary Removal**

The property insured by items 1 and 2 is covered while temporarily removed for cleaning renovation repair or other similar purposes to other premises in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands *(unless otherwise insured)* including transit (but not loss or damage by theft while in transit) to or from other premises.
The amount recoverable under this extension in respect of each item shall not exceed either

(i) the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed, or
(ii) 10% of the sum insured by the item.

1.4 **Capital Additions**

The insurance by Items 1 and 2 includes:

(a) any newly erected or acquired buildings (including such buildings while they are in the course of erection if the Policyholder is responsible for them), machinery and plant in so far as they are not otherwise insured anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

(b) alterations, additions and improvements to buildings, machinery and plant (but not in respect of any appreciation in value) anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands provided that
1. At any one situation this cover shall not exceed ten per cent of the respective total sums insured on buildings and machinery/plant insured by this policy or £100,000 whichever is the lower
2. The Policyholder undertakes to give particulars of such extensions of cover as soon as practicable, and in any event at intervals of not more than six months, and to effect specific insurance retrospective to the date the Insurer's liability began.

1.5 **Local Authorities**
The insurance by Items 1 and 2 includes such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority provided that
(1) The amount recoverable under this extension shall not include
  (a) the cost incurred in complying with any of the aforesaid regulations or bye-laws
    (i) in respect of destruction or damage occurring prior to the granting of this extension
    (ii) in respect of destruction or damage not insured by the policy
    (iii) under which notice has been served upon the Policyholder prior to the happening of the destruction or damage
    (iv) in respect of undamaged portions of property other than foundations (unless foundations are specially excluded from the insurance by this policy) of that portion of the property destroyed or damaged
  (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new if the necessity to comply with any of the aforesaid regulations or bye-laws had not arisen
  (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property, or by the owner of the property, by reason of compliance with any of the aforesaid regulations or bye-laws.
(2) The work of reinstatement must be commenced and carried out with reasonable dispatch, and in any case must be completed within twelve months after the destruction or damage (or within such further time as the Insurer may (during the same twelve months) in writing allow).
Reinstatement may be carried out wholly or partially upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
(3) If the liability of the Insurer under any item apart from this extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the Insurer under this extension in respect of that item shall be reduced in like proportion.
(4) The total amount recoverable under any item shall not exceed the sum insured by that item.

1.6 **Underground Services**
The Insurer will indemnify the Policyholder against Accidental Damage to underground water, gas, oil, drain or sewer pipes and the underground electricity or telephone cables extending from the Premises to the public mains for which you are responsible.

1.7 **Landscaping**
This insurance includes costs and expenses incurred by the Policyholder with the consent of the Insurer in repairing reinstating or making good damage to landscaped gardens and grounds caused by Fire Brigade equipment and personnel in the course of combating fire or any other peril insured against at the premises.
The amount recoverable under this extension shall not exceed £5,000 in any one period of insurance.

1.8 **Drains and Gutters**
This insurance includes costs and expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which the Policyholder is responsible on the Premises or elsewhere consequent upon destruction of or damage to the Premises by fire or any other contingency hereby insured against.

1.9 **Replacement of Locks**
The Insurer will indemnify the Policyholder in respect of the cost of replacing locks following loss of keys to the Premises or to any safe within the Premises by theft
(a) following a hold-up accompanied by violence or threat of violence while such keys are in your personal custody or that of an authorised employee;
(b) involving entry to or exit from the Premises by forcible and violent means;
(c) from your residence or that of any director, partner or authorised employee;
but not loss of keys to safes if such are left on the Premises overnight.
The amount recoverable under this extension shall not exceed £750 in any one period of insurance.

1.10 **Workmen**
Workmen and/or tradesmen are allowed in or about the Premises for maintenance purposes and/or for effecting minor repairs alterations or extensions without prejudice to this insurance.

1.11 **Contracting Purchasers**
If at the time of loss or destruction of or damage to Item 1 the Policyholder shall have contracted to sell his interest in such Building and the purchase shall not have been completed, but shall be thereafter completed, the purchaser on the completion of the purchase (if and so far as the property is not otherwise insured by or on his behalf) shall be entitled to benefit under this Section so far as it relates to such damage without prejudice to the rights and liabilities of the Policyholder or the Insurer until completion.

1.12 **Automatic Reinstatement of Loss**
In the event of loss as insured by this Section and in the absence of written notice by the Insurer to the Policyholder to the contrary within 30 days of the loss, the amount of the loss is to be reinstated automatically as from the date of the occurrence, the Policyholder undertaking to pay such necessary premiums as may be required. In the case of losses resulting from theft or attempted theft
(a) the Policyholder shall agree to take immediate steps to implement any improvement to the security precautions at the Premises that the Insurer may require
(b) the amount of the loss shall be reinstated automatically only once in each period of insurance.

1.13 **Trace and Access**
This insurance includes the costs and expenses incurred in locating the source of loss destruction or damage to the Property Insured caused by escape of water or oil from any fixed water or oil piping including repairs to walls floors or ceilings for an amount not exceeding £10,000 any one claim.

1.14 **Non Invalidation**
This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to the Policyholder provided that immediately they become aware thereof they shall give notice to the Insurer and pay an additional premium if required.

1.15 **Metered Water**
The Insurer will indemnify the Policyholder in respect of the additional metered water charges incurred by the Policyholder and arising from escape of water following loss destruction or damage to the water or heating systems located in or serving the Premises provided that the Insurer has accepted a claim for such loss destruction or damage to the system under this policy. The amount recoverable under this extension shall not exceed £5,000 in any one period of insurance.

Section 2 – **Business Interruption**

For the purpose of this Section the following definitions apply

1 **Revenue** means the money paid or payable to you for accommodation charges, meals and drinks supplied and services rendered excluding the cost of food and drink supplied and laundry costs, in the course of the Business at the premises

2 **Indemnity period** means
(i) **in the case of Contingencies (a)-(c):** the period **beginning** with the occurrence of the loss or damage and **ending** not later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business shall be affected in consequence of the loss or damage
(ii) **in the case of Contingency (d):** the period **beginning** 30 minutes after the commencement of the failure of supply and **ending** not later than 30 days thereafter during which the results of the Business shall be affected in consequence of the failure of supply.

3 **Outstanding Debit Balances** means the money owed to you by your customers at the date of the loss or damage taking into account:
(a) bad debts
(b) owed amounts not passed through the books during the period between the last record and the date of the loss or damage
(c) abnormal trading conditions affecting the Business
(d) your last record of amounts owed by customers.

4 **Standard Revenue –**
The Revenue during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period

5 **Annual Revenue –**
The Revenue during the twelve months immediately before the date of the damage

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage

All terms in this Section of the Policy shall be exclusive of Value Added Tax to the extent that you are accountable to the tax authorities for such tax.

Your Cover

If the Business is affected by any of Contingencies (a)-(d) and provided that at the time the happening of any of the Contingencies there shall be in force an insurance covering the interest of the Policyholder in the property at the Premises against such loss or damage and that payment shall have been made or liability admitted therefor or payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount:

The Insurer will pay the Policyholder as indemnity the amount of the trading loss sustained, as follows:

1 In respect of Loss of Revenue - the amount by which the Revenue during the Indemnity Period shall in consequence of the damage fall short of the Standard Revenue.
2 In respect of Increase in Cost of Working – the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which, but for the expenditure, would have taken place during the Indemnity Period in consequence of the damage, but not exceeding the reduction in Revenue thereby avoided
(a) loss of or damage to
(i) the Trade Contents or the Building at the Premises due to any of the Defined Perils in Section 1
(ii) the Glass and Sanitaryware insured in section 3
(iii)the Money insured in Section 4
(iv)the Stock insured in Sections 6 and 7
(v) the Computer Equipment insured in Section 15 (if this Section is insured)

The above proviso does not apply to the following Contingencies

(b) damage to property in the vicinity of the Premises by any of the causes insured in Section 1 or Section 3 which prevent or hinder use of the Premises or access to them whether they or the property covered are damaged or not
(c) damage to property by any of the causes insured in Section 1 or Section 2 at any exchange of the telephone communications provider serving the Premises.
(d) accidental failure of the public supply of
(i) electricity at the terminal ends of the supply authority's service feeders at the Premises
(ii) gas at the supply authority's meters at the Premises
(iii)water at the supply authority's main stopcock serving the Premises (other than by drought)
excluding
(1) the deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system
(2) a scheme of rationing not necessitated solely by accidental damage to the supply authority's generating or supply equipment

Claims Settlement

1 **Limit of Indemnity**
The Insurer's liability shall not exceed in any one period of insurance the sum stated in the Schedule.

2 **Savings**
If in consequence of the loss or damage any of the charges or expenses of the Business are reduced during the Indemnity Period, the amount payable shall be reduced accordingly.

3. **Alternative Premises**
If during the Indemnity Period services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by the Policyholder or by others on his behalf, the money paid or payable in respect of such services shall be brought into account in arriving at the amount of Revenue during the Indemnity Period.

4. **Underinsurance**
If the sum insured under this Section is less than the Annual Revenue (or a proportionately increased multiple thereof if the Maximum Indemnity Period exceeds twelve months) then the amount payable will be proportionately reduced.

Extensions

2.1 **Book debt**
In the event of loss or damage to your books of account or other books or records due to any of the causes insured in Section 1, the Insurer will pay as indemnity
(a) the amount of Outstanding Debit Balances in respect of debts due from your customers which cannot be traced;
(b) the cost of establishing Outstanding Debit Balances incurred with the agreement of the Insurer after the loss or damage.

The amount recoverable under this extension shall not exceed £25,000 in any one period of insurance.

2.2 **Alternative Accommodation**
In the event of that part of the Premises occupied solely by the Policyholder or his employees for private residential purposes being so damaged by any of the causes insured in Section 1 as to be rendered uninhabitable, the Insurer will pay as indemnity the cost of reasonable alternative accommodation (including the cost of temporary storage for the Policyholder's furniture) but only for the period reasonably necessary for reinstatement of the damage.
The amount recoverable under this extension:
(a) shall be reduced by rent and other costs and expenses which would have been incurred but for the damage.
(b) Shall not exceed £15,000 in any one period of insurance.

2.3 **Accountant's Charges**
In respect of any claim to which this Section applies, the Insurer will pay professional accountants' charges reasonably incurred for producing and certifying any particulars required by the Insurer in connection with a claim.

2.4 **Automatic Reinstatement of Loss**
In the event of any claim having occurred under this Policy and in the absence of written notice by the Policyholder or the Insurer to the contrary the amount of insurance cancelled by such claim is to be automatically reinstated as and from the date of the damage the Policyholder undertaking to pay the appropriate additional premium as may be required for such reinstatement from that date.

2.5 **Notifiable Diseases, Vermin, Murder, Food Poisoning and Defective Sanitation**
This Extension operates only if it is shown on the Schedule as insured
The following Contingency (e) is added to Your Cover:
(e) 1 The closure of the whole or part of the Premises by order of a competent public authority as a direct result of
(i) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises
(ii) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
(iii) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
2 the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
3 any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
4 any occurrence of murder or suicide at the Premises

For the purpose of this Extension the following definitions will apply

Notifiable Disease means illness sustained by any person resulting from
(i) food or drink poisoning
(ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome [AIDS]) an outbreak of which the competent local authority has stipulated shall be notified to them

Indemnity Period means the period during which the results of the Business shall be affected in consequence of the Contingency beginning with the date from which the closure of or restrictions on the Premises are applied (or in the case of 4 above the occurrence of the incident) and ending not later than three months thereafter

The amount recoverable under this Extension shall exclude:
(a) any costs incurred in the cleaning repair replacement recall or checking of property
(b) loss arising at premises which are not directly affected by the occurrence discovery or accident

Section 3 – **Glass and Sanitaryware**

This insures

Item 1

The Glass comprising all fixed internal and external glass (including lettering) and mirrors in the Premises except
(i) glass in conservatories or greenhouses;
(ii) armoured, bandit or bent glass;
(iii) antique, decorative, embossed, ornamental or stained glass;
(iv) chandeliers and revolving doors;
(v) neon and illuminated box signs.

Item 2

Sanitaryware in the Premises

Your Cover

In the event of accidental breakage of the Glass or Sanitaryware The Insurer will by payment, replacement or repair indemnify the Policyholder against such accidental breakage

Exceptions

This Section does not cover:
1 scratching or chipping
2 glass or sanitaryware which is cracked or broken at the commencement of this insurance
3 breakage by riot in Northern Ireland
4 the first £50 of each and every occurrence of accidental breakage

Claims Settlement

The Insurer will pay as indemnity the cost of
(i) replacement or repair of the breakage or damage;
(ii) any necessary boarding up;
(iii) repairing damage to window frames and fittings.

Section 4 – **Money**

This Insures

Money
Cash, bank notes, currency notes, cheques, postal and money orders, credit company sales vouchers, current postage stamps, giro payment orders, unused credit on postal franking machines, National Insurance stamps, trading stamps, luncheon vouchers, Value Added Tax purchase invoices, consumer redemption vouchers, gift tokens and National Savings Certificates, your own or for which you are responsible, including residents' money placed in your custody and control.

Your Cover

The Insurer will indemnify the Policyholder against loss of Money held in connection with the Business within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Exceptions

This Section does not cover:

1 *loss arising from fraud or dishonesty of your employees not discovered within 7 working days of the occurrence;*
2 *loss from any machine operated by notes, coins or tokens;*
3 *loss from any unattended vehicle*
4 *any consequential loss or shortages due to error or omission of any depreciation in value;*
5 *loss resulting from any business transaction*

Limits of Indemnity

The Insurer's liability for loss of Money in respect of any one loss will not exceed the limits specified below

1 Crossed cheques, crossed Girocheques, crossed postal orders, crossed money orders, credit company sales vouchers, Value Added Tax purchase invoices, National Savings Certificates £250,000

2 Other Money
(a) in transit (other than transits under 2(b) below) or in a bank night safe or on the Premises between 8am and 6pm £2,500
(b) at your residence (or the residence of any of your employees) away from the Premises or in transit between the Premises and such residence £350
(c) from the Premises between 6pm and 8am except as provided in the note below
(i) while in the locked safe £1,000
(ii) other than as stated in (c)(i) above £250

Note: In respect of paragraph 2(c)(i) above, the limit is reduced to £250 if the key(s) to the safe has been used, unless such key(s) has been obtained by violence or threat of violence to you or your employee(s).

Extension

4.1 **Theft Damage to Safes**
The Insurer will by payment, replacement or repair indemnify the Policyholder against damage to safes in the Premises or theft or attempted theft.

Section 5 – **Personal Assault**

Your Cover

For the purpose of this Section the following definition applies
Insured Person means any director, partner or employee of the Policyholder under 70 years of age.
The Insurer will pay compensation if any Insured Person while engaged in his duties in connection with the Business suffers bodily injury caused solely by violent, accidental, external and visible means directly as a result of robbery or hold-up or any attempt thereat *except for death, injury or disablement caused by or arising wholly or in part from any physical condition, defect or infirmity existing prior to the happening of the event insured against.*

Table of Benefits

If bodily injury shall independently of any other cause result within 12 months in

1	Death	£10,000
2	Total loss of use or loss by physical severance at or above the wrist or ankle of one or more limbs	£10,000
3	Total and irrecoverable loss of all sight in one or both eyes rendering the Insured Person absolutely blind in one or both eyes beyond remedy by surgical or other treatment	£10,000
4	Permanent, total and absolute disablement other than by loss of limbs or eyes preventing the Insured Person from engaging in or giving attention to profession, business, or occupation of any kind	£10,000

If bodily injury shall independently of any other cause result in

5 Temporary total disablement preventing the Insured Person from engaging in or giving attention to his/her usual profession, business or occupation at the rate per week of £100.

Claims Settlement

1 An Insured Person shall not be entitled to benefit under more than one of Clauses 1 to 4 of the Table of Benefits in respect of any one accident, and payment of benefit under any of Clauses 1 to 4 shall terminate the insurance by this Section for such Insured Person as from the date of the accident.

2 Compensation under Clause 5 shall not be payable for more than 104 weeks in respect of bodily injury arising from any one accident.

3 The Insurer shall not be called upon to make any payment under this Section in respect of any accident until the entire amount payable in respect thereof is ascertained and agreed. No sum payable shall carry interest.

4 After injury, the Insured Person shall act upon medical advice and if so required submit to medical examination on behalf of, and at the expense of the Insurer.

5 Any payment under this Section of the Policy in respect of an accident will discharge all other claims under the Section in respect of the same accident.

Extension

5.1 **Damage to Clothing**
The Insurer will indemnify the Policyholder against loss or damage to clothing and personal effects of the Insured Person directly resulting from such robbery or hold-up, up to £500 for any one Person.

Section 6 – **Refrigerated Stock**

For the purpose of this Section the following definition applies

Breakdown means the actual breaking or burning out of any part of a refrigerating plant while in use arising from either mechanical or electrical defects in the plant causing sudden stoppage of its functions and necessitating repair or replacement before it can resume working.

Your Cover

The Insurer will by payment indemnify the Policyholder against loss or damage to stock in the cold chamber of any refrigerating plant in the Premises by deterioration or putrefaction as a result of

(a) a rise or fall in temperature due to
  (i) breakdown to the refrigerating plant or accidental damage to the cold chamber;
  (ii) failure of any thermostatic or automatic controlling device of the cold chamber due to inherent defect;
  (iii) failure of the public electricity supply *not due to the deliberate act of the Supply Authority;*

(b) contamination by refrigerant or refrigerant fumes.

Exceptions

This Section does not cover

1 loss or damage arising from
  (a) damage, defects or defective insulation due to wear and tear or other gradually developing cause or wearing out of any part of a machine caused by or naturally arising from ordinary use or working;
  (b) loss of use or other consequential loss

2 loss or damage to stock in any cold chamber which is more than ten years old

3 the first £50 of each and every occurrence of loss or damage

Claims Settlement

The Insurer's liability for loss or damage to stock shall not exceed £1,000 in any one period of insurance.

Extension

6.1 **Removal of Stock**
The Insurer will by payment indemnify the Policyholder against loss or damage to stock elsewhere in the Premises which would normally have been in the cold chamber but for the happening of the event giving rise to the deterioration or putrefaction.

Refrigerating Plant

It is a condition precedent to any liability of the Insurer under this Section of the Policy for loss or damage by deterioration or putrefaction of stock in any cold chamber that where the motor and compressor are not hermetically sealed each of the following requirements is complied with throughout each period of insurance:

(a) a contract is kept in force with a competent refrigeration engineer providing for inspection and maintenance of the refrigerating plant at a frequency of not less than twice a year;

(b) a proper record is kept of all examinations, adjustments and replacements carried out.

Section 7 – **Goods in Transit**

Your Cover

In the event of loss or damage to the stock in trade and goods in trust insured by Item 2 of Section 1 while being loaded upon, conveyed by or unloaded from any vehicle belonging to the Policyholder or for which the Policyholder is responsible and used in connection with the Policyholder's Business within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, the Insurer will by payment, replacement or repair indemnify the Policyholder against such loss or damage.

Exceptions

This Section does not cover

1 *Loss of or damage to suede and leather clothing.*

2 *The breakage of glass, china, statuary, marble, plasterwork, earthenware, scientific instruments, clocks, pictures and goods of a brittle nature, scratching and bruising of furniture or electrical or mechanical derangement unless caused by fire, theft or an accident to the conveying vehicle.*

3 *loss or damage due to*
   - *(a) wear and tear, deterioration, depreciation, mildew, rust, moth, vermin, insects, atmospheric or climatic conditions;*
   - *(b) theft or pilferage where any of your employees are involved whether as principal or accessory;*
   - *(c) delay*

4 *consequential loss*

5 *loss or damage resulting from riot or civil commotion in Northern Ireland*

6 *loss or damage by theft from any unattended vehicle unless*
   - *(a) all doors (including luggage boots) are locked and all windows and the roof of the vehicle are closed and secured*
   - *(b) in addition between the hours of 21.00 and 06.00 the vehicle is parked or garaged within locked premises or yards.*

7 *the first £50 of each and every occurrence of loss or damage (unless caused by fire)*

Claims Settlement

The Insurer's liability under this Section shall not exceed £1,000 in any one period of insurance.

Extensions

7.1 **Sheets and Ropes**
This insurance covers ropes, sheets, tarpaulins, securing chains and toggles owned by or in the charge or control of the Policyholder while carried on any vehicle used by the Policyholder.
The amount recoverable under this extension shall not exceed £250 in respect of any one vehicle.

7.2 **Removal of Debris**
This insurance includes costs and expenses incurred by the Policyholder in removing debris as a result of the destruction of the insured goods.
The amount recoverable under this extension shall not exceed £250.

Definitions Applicable to Sections 8, 9 and 10

For the purpose of these Sections the following definitions apply

Section 8	**–**	**Liability**
Section 9	**–**	**Health and Safety at Work**
Section 10	**–**	**Wrongful Arrest**

Employee means
(a) any person who has entered into or works under a contract of service or apprenticeship with the Policyholder

(b) any person employed by a labour-only sub-contractor

(c) any self-employed person who is hired to or borrowed by the Policyholder

(d) any person supplied to the Policyholder under a contract or agreement, the terms of which deem such person to be in the employment of the Policyholder for the duration of such contract or agreement.

(e) any person who is engaged under a work experience or youth training scheme while working with the Policyholder in connection with the Business.

(f) Volunteers helping the Policyholder in connection with the Business.

Injury means bodily injury including death, illness and disease.

Pollution or Contamination means
all pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Property means material property.

Territorial Limits mean
(a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

(b) Member countries of the European community where directors, partners or Employees of the Policyholder who are normally resident in (a) above are temporarily engaged on the Business of the Policyholder

(c) Elsewhere in the world where directors, partners or Employees of the Policyholder who are normally resident in (a) above are on temporary visit on the Business of the Policyholder for the purpose of non-manual work.

Terrorism means
an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Section 8 – **Liability**

Your Cover

The Insurer will

1 Employers' Liability
(i) indemnify the Policyholder against liability at law to pay compensation and claimants' costs and expenses
(ii) pay all other costs and expenses incurred with the Insurer's written consent in respect of injury to any Employee caused during the Period of Insurance and arising out of and in the course of his employment by you in connection with the Business within the Territorial Limits.

2 Public Liability
Indemnify the Policyholder against liability at law to pay compensation and claimants' costs and expenses in respect of
(i) Accidental Injury to any person other than as provided under 1 above;
(ii) Accidental loss of or damage to Property, *but in respect of loss or damage to premises leased, hired or rented to you excluding the first £100 of loss or damage caused other than by fire or explosion;*
(iii) Accidental interference with or loss of enjoyment of Property as a result of obstruction, trespass or nuisance;
occurring during the Period of Insurance and caused in connection with the Business within the Territorial Limits.

3 Food and Drink
Indemnify the Policyholder against liability at law to pay compensation and claimants' costs and expenses in respect of accidental Injury to any person other than as provided under 1 above occurring during the Period of Insurance and caused by or arising from food or drink sold or supplied in connection with the Business.

4 Treatment
Indemnify the Policyholder against liability at law to pay compensation and claimants' costs and expenses in respect of Injury to any person other than as provided under 1 above occurring during the Period of Insurance caused by or arising from any treatment given by or on behalf of the Policyholder in connection with the Business.

Indemnity will only apply to actions brought in a Court of Law in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The Insurer will also at your request indemnify under this Section any director, partner or any person who has entered into or works under a contract of service or apprenticeship with you in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you.

Extensions

8.1 **Defective Premises Act Extension**
The indemnity provided in respect of Public Liability includes liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied by the Policyholder in connection with the Business but the Insurer shall not provide indemnity in respect of
(i) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability;
(ii) any loss or damage to such premises;
(iii) liability for which you are entitled to indemnity under any other policy.

8.2 **Individual Liability of Residents**
The Insurer will indemnify in like manner to the Policyholder any resident of the Care Home in respect of Public Liability provided that
(a) such resident is not entitled to indemnity under any other Policy
(b) such resident shall observe, fulfil and be subject to the terms of the Policy
(c) The Insurer shall not provide indemnity in respect of any loss or damage to Property
(i) belonging to the Policyholder or such resident
(ii) in the custody of or under the control of the Policyholder or of any Employee or such resident (other than property belonging to visitors, directors or partners or Employees of the Policyholder or residents).

8.3 **Consumer Protection Act 1987/Food Safety Act 1990 – Defence Costs**
The indemnity provided in respect of Food and Drink includes legal costs and expenses incurred in defending any prosecution for breach of safety requirements or safety regulations or other alleged offence under Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance and legal costs and expenses incurred with the consent of the Insurer in an appeal against a conviction resulting from a prosecution
but the Insurer shall not provide indemnity in respect of
(i) liability for fines or penalties or exemplary damages or aggravated damages
(ii) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act.

8.4 **Indemnity to Principal**
The Insurer will indemnify any principal for whom the Policyholder is carrying out work under contract or agreement against liability arising out of the performance of such work by the Policyholder and in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder but only to the extent required by the terms and conditions of such contract or agreement.
The Employers' Liability cover under this Section will only apply to Injury to an Employee of the Policyholder.

8.5 **Data Protection Act 1998**

The Insurer will subject to the terms and the conditions of this policy indemnify the Policyholder (and at the request of the Policyholder any director or Employee of the Policyholder) in respect of Public Liability against all sums which the Policyholder becomes legally liable to pay in respect of

1. compensation for damage or distress under the Data Protection Act 1998 including defence costs and expenses
2. defence costs relating to a prosecution brought under that Act in relation to a claim made by any person

Provided that

(a) a claim is first made against the Policyholder during the Period of Insurance
(b) the Policyholder has registered in accordance with the terms of the Act
(c) this Extension excludes any indemnity in respect of
  (i) the payment of fines or penalties
  (ii) the cost of replacing reinstating rectifying or erasing any personal data or any other such associated or administrative or material costs
  (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Policyholder or any other party entitled to an indemnity by this insurance the effect of which will knowingly result in liability under the Data Protection Act 1998.
  (iv) claims which arise out of circumstances notified to previous insurers or which are known to the Policyholder at inception of this insurance
  (v) liability for which indemnity is provided under any other insurance
(d) the Insurer shall not be liable for 10% of each and every claim subject to a minimum contribution of £250 each and every claim
(e) the Insurer's liability in respect of any one claim and in the aggregate during any one Period of Insurance shall not exceed the Limit of Indemnity

8.6 **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Policyholder is entitled to indemnity under this policy the Insurer will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

any director or partner of the Policyholder	£500
any Employee	£250

Exceptions

(These do not apply to Employers' Liability Cover)

This Section does not cover you in respect of

1 Loss or damage to Property belonging to you or in the custody or under the control of you or your employees other than
  (i) Property belonging to your visitors, directors, partners or Employees provided that notices disclaiming liability for loss of or damage to any vehicle (or any contents of or accessory on such vehicle) shall be permanently displayed in prominent positions in the car park
  (ii) Premises leased, hired or rented to you.

2. *liability caused by or arising from the ownership, possession, use or loading or unloading by you or on your behalf of any aircraft, hovercraft or waterborne craft* (other than hand-propelled craft).

3. *liability caused by or arising from the ownership possession or use by you or on your behalf of any mechanically-propelled vehicle or machine or trailer attached thereto* other than use in connection with the loading or unloading of or the bringing of a load to or the taking of a load from any vehicle or trailer
  (i) which is licensed for road use;
  (ii) for which a certificate of motor insurance or security is required;
  (iii) in respect of which you are entitled to indemnity under any other policy.

4. *liability caused by or arising from goods sold, supplied, repaired, serviced, tested, altered, installed, processed or delivered by or through you* other than
  (i) goods in your possession or your Employees' possession;
  (ii) food or drink sold or supplied in connection with the Business.

5. *liability assumed or retained by you under*
  (i) a contract or agreement for the leasing, hiring or renting of premises to you unless such liability would have arisen in the absence of the contract or agreement;
  (ii) any other contract or agreement unless the sole conduct and control of claims is vested in the Insurer.

6. *liability arising directly or indirectly from surgery and the prescription and administration of any drugs and medicines other than the administration of any drugs and medicines including controlled drugs:*
  (i) to service users receiving nursing care when administered under the responsibility of a qualified registered nurse acting in accordance with the prevailing and relevant standards and guidance published by the Nursing and Midwifery Council and/or any subsequent or succeeding body responsible for administering and/or regulating care legislation
  (ii) to residents not receiving nursing care when administered by a qualified registered nurse or other appropriately trained staff. Appropriate training is deemed to be in accordance with the prevailing and relevant regulations, standards and guidelines issued in relation to the requirements of the Care Standards Act 2000, the Regulation of Care (Scotland) Act 2001, the Health & Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003 and/or subsequent and succeeding legislation.

7. *liability arising in connection with any premises where surgical operations are carried out.*

8. *liability incurred by any principal, director, partner or Employee of the Policyholder while working in a professional capacity as a medical or dental practitioner.*

9. *liability arising directly or indirectly from diagnosis other than diagnosis by a qualified registered nurse.*

10. *liability arising from medical malpractice except in respect of treatment as specifically provided under 6 and 9 above.*

11. *liability for fines, liquidated damages or amounts under any penalty clause.*

12. *liability directly or indirectly caused by or arising from Pollution or Contamination* unless due to a sudden, identifiable, unintended and unexpected event 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 event shall be deemed to have occurred at the time such event takes place.

13. *liability for punitive damages and/or exemplary damages and/or aggravated damages. and/or additional damages resulting from the multiplication of compensatory damages.*
14. *liability in connection with or directly or indirectly caused by an act of Terrorism.*
15. *liability in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity.*
16. *liability directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.*

Memoranda

(These do not apply to Public Liability or Food and Drink or Treatment Cover)

Offshore Installations
This Section does not cover any claim arising in connection with any work in or on offshore installations.

Motor Vehicles
This Section does not apply to any claim arising when any Employee is
(i) carried in or upon a vehicle or
(ii) entering or getting on to or alighting from a vehicle
in circumstances where any road traffic legislation requires insurance or security.

Claims Settlement

1. **Limits of Indemnity**

(a) Employers' Liability
the Insurer's liability will not exceed the following:

– any one claim against the Policyholder or series of claims against the Policyholder arising out of one cause other than as set out below	£10,000,000
– any one claim against the Policyholder or series of claims against the Policyholder arising out of any act of Terrorism	£5,000,000
– in any one Period of Insurance	Unlimited

(b) Public Liability
the Insurer's liability for compensation will not exceed the following:

– any one claim or number of claims arising from one cause	£2,000,000
– in any one Period of Insurance	Unlimited

(c) Food and Drink
the Insurer's liability for compensation will not exceed the following:

– in any one Period of Insurance	£2,000,000

(d) Treatment
the Insurer's liability for compensation will not exceed the following:

– in any one Period of Insurance	£2,000,000

The Insurer's liability for compensation in respect of all claims arising out of Pollution or Contamination under (b), (c) and (d) above which is deemed to have occurred in any one Period of Insurance shall not exceed £2,000,000.

2. The Insurer will be entitled at any time to pay to you the amount specified as the limit of indemnity above (after the deduction of any sum or sums already paid as compensation) or any lesser amount for which any claim or claims in respect of Public Liability, Food and Drink or Treatment can be settled. Upon such payment, the Insurer may relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent prior to the date of such payment.

3. In respect of any claim to which Public Liability, Food and Drink or Treatment applies, the Insurer will also pay all other costs and expenses incurred with its written consent.

4. The Insurer will indemnify in terms of this Section the legal representative of any person claiming indemnity under this Section in the event of his death and in respect of such liability incurred by such person.

5. The Insurer will be entitled at any time to pay to you the amount specified as the limit of indemnity above (after the deduction of any sum or sums already paid) or any lesser amount for which any claim or claims in respect of Employers' Liability can be settled. Upon such payment, the Insurer may relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims.

Section 9 – **Health & Safety at Work Defence Costs**

This Insures

Legal Costs as follows:-
Legal fees and expenses reasonably incurred by the Solicitor appointed by the Insurer to represent you.

Your Cover

The Insurer will indemnify the Policyholder and also at the request of the Policyholder any director, partner or Employee in respect of Legal Costs incurred in defending any prosecution for breach of duty under the Health and Safety At Work, etc 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 Insurer in an appeal against a conviction resulting from a prosecution.

Exceptions

The Insurer will not be liable for

1. *The payment of fines or penalties.*

2. *Legal costs in connection with any breach of duty arising from any deliberate or premeditated act, event or omission which the person claiming to be indemnified knew or should have known would be likely to constitute an offence under the above Act or Order.*

3. *Legal costs in respect of which you are entitled to indemnify from any other insurance* (other than the excess beyond the indemnity obtainable from such other insurance).

4. *Any prosecution in respect of an offence which does not increase the risk of injury being sustained by any person.*

Claims Settlement

Limit of Indemnity. The Insurer's liability for costs is unlimited in amount.

Section 10 – **Wrongful Arrest**

Your Cover

The Insurer will indemnify the Policyholder against liability at law to pay compensation and claimants' costs and expenses following any charge of wrongful arrest made against the Policyholder in respect of any allegation of theft or other improper conduct at the Premises by any person (other than an Employee of the Policyholder) during any period of insurance.

IN ADDITION, in respect of any claim to which this Section applies, the Insurer will pay all other costs and expenses incurred with its written consent.

Claims Settlement

Limit of Indemnity. The Insurer's liability for compensation and claimants' costs and expenses shall not exceed £1,000,000 in respect of any one claim or number of claims arising from one cause.

Section 11 – **Legal Expenses**

Definitions

We/us/your – Capita Assistance acting on behalf of underwriters.

Insured/you/your – The person(s), company or companies named in the schedule.

Insured Employee – Any Employee of the Insured.

Professional Adviser – The solicitor, accountant or other appropriately qualified person, firm or company nominated to act for you under the terms of the conditions of this section.

Professional Costs and Expenses – Reasonable unrecovered fees, costs and disbursements properly and necessarily incurred by the professional adviser and any costs incurred by a third party, on the standard basis of any civil proceedings, for which you may be made liable by order of a court or by agreement.

Proceedings – Civil, criminal, tribunal or arbitration proceedings or appeals arising from them.

Limit – The maximum sum payable by us under a cover after calculating all professional costs and expenses in respect of an insured event, subject to the annual limit.

Annual Limit – The maximum we will pay for all claims arising under this section in one period of insurance. The annual limit is £500,000.

Geographical Limits – United Kingdom, Channel Islands or Isle of Man.

Insured Event – The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this cover.

In employment disputes arising from a dismissal, the insured event will be the effective date of termination of employment in respect of unfair, wrongful or constructive dismissal proceedings.

In accountancy matters the insured event is defined in the appropriate section.

For the purposes of the limit, only one insured event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Dismissal – Has the meaning given by Ss.95 and 96 of the Employment (Rights) Act 1996.

Attendance Expenses – Means the salary or wages of any insured employee, or other officer of the insured for the period he is absent from work to attend at any court or tribunal hearing either:-

(a) as a witness on your behalf and at the request of the Professional Adviser in respect of a matter involving a valid claim under this Certificate

(b) as a party to the proceedings and at the request of the Professional Adviser in respect of a matter involving a valid claim under this Certificate

(c) as a juror

for each half or full day of such attendance and shall be calculated on the basis that:

(i) the period of absence from work shall include the time taken to travel to and from the hearing

(ii) the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

(iii) for full-time employees, one whole day's salary or wages equals 1/250th of the employee's annual salary or wages at the time of such attendance

(iv) for part-time employees, the salary or wages for the period of absence from work shall bear the same proportion of their weekly salary or wages as the period of absence bears to their normal working week for the Insured.

(v) the maximum payable in respect of one eight hour period shall be £100 per person up to a maximum of £5000 per claim.

Value Added Tax (VAT) Dispute – A disagreement with H M Customs & Excise over the amount of VAT payable by the Insured.

In-depth Investigation – The Inland Revenue system introduced in 1977 for examining accounts. It consists of a detailed examination of the latest accounts submitted to the Inland Revenue, involving inquiries into the records and underlying information from which they were taken.

Inland Revenue Enquiry – An enquiry into your returns of income or profit from a trade, profession or business commenced by the Inland Revenue under Section 9A, 11AB or 12AC of the Taxes Management Act 1970.

Awards of Compensation – Basic and compensatory awards made against you under the legislation defined in the sections of cover by industrial tribunals, employment appeal tribunals or superior courts or settlements to which our previous approval has been given.
The term does not include awards made under the Employment Rights Act 1996, nor does it include:
(a) settlement of Proceedings under the Act
(b) pay awards
(c) redundancy payments
(d) notice entitlement
(e) pay in lieu of notice
(f) fines or penalties imposed by a court of criminal jurisdiction.

Reinstatement/ Re-Engagement Awards – Awards made against you when an industrial tribunal, employment appeal tribunal or superior court makes an order for reinstatement or re-engagement under S113 of the Employment Rights Act 1996.

Awards of Pay – Awards made under S92 of the Employment Rights Act 1996 when an industrial tribunal declares the "written statement" to have been inadequate or untrue. It does not include awards made when you have unreasonably refused to supply the "written statement".

Your Cover

We will indemnify you, and also at your request any director, partner or employee, in respect of Professional Costs and Expenses arising out of or in the course of the Business incurred during the period of insurance of this Section:

1 Employment
(a) Professional Costs and Expenses and Attendance Expenses incurred by You:
(i) in defending civil Proceedings under the following Acts and any amending legislation ("the Acts"):
Sex Discrimination Acts 1975 and 1986
Health and Safety at Work Act 1974
Race Relations Act 1976
Trade Union and Labour Relations (Consolidation) Act 1992
Fair Employment (Northern Ireland) Act 1976
Disability Discrimination Act 1995
Employment Rights Act 1996
(ii) in defending any civil Proceedings for wrongful Dismissal made against You by a former Employee or brought by an Employee or former Employee relating to his contract of employment with You

(b) Compensation, Reinstatement/Re-Engagement Awards and pay awards made against You, arising from any matter described here.

Limit
The maximum We will pay for any one claim is £50,000.
excluding:
(a) Any claim which is incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment

(b) Any claim under Article 119 EEC treaty or under the Equal Pay Act 1970 and any amending legislation

(c) Protective awards as defined in S189(3) Trade Union and Labour Relations (Consolidation) Act 1992 or settlements in respect of such awards

(d) Redundancy Payments

(e) Any claim arising from the Dismissal of any Employee unless the Dismissal is handled in accordance with the advice provided and procedures laid down by the legal helpline as described in the conditions to this insurance

(f) Any claim arising where the Insured Event was within 30 days of the start of the first Period of Insurance, or within 180 days of the start of the first Period of Insurance, if the employee was at that time subject to disciplinary Proceedings or any verbal or written warning.

2. Data Protection
Professional Costs and Expenses and Attendance Expenses incurred by You defending civil Proceedings arising under:
(a) the Data Protection Act 1984 and appeals against:
(i) the refusal of the data protection registrar to register You or alter Your registered particulars
(ii) any enforcement, de-registration or transfer prohibition notice served upon You

(b) the Data Protection Act 1998 and appeals against any enforcement or other notices served on You under Part 5 of the 1998 Act.

Limit

The maximum We will pay for any one claim is £50,000.
excluding:

(a) Claims arising where You are required to be registered under the terms of Section 4 of the Data Protection Act 1984, but have not applied for registration

(b) Proceedings against You alleging contempt of the data protection tribunal or registration

(c) Arising from failure to meet a request by a Data Protection Registrar for access to personal data

(d) Claims arising from a failure to register as a Data Controller

(e) Proceedings against You alleging contempt of the Data Protection Tribunal

(f) Claims arising from a failure to respond to any notice served on You under the Data Protection Act 1998

(g) Claims arising from a failure to comply with any legislative requirement concerning the processing of sensitive data.

3. Prosecution Defence for Employers

Professional Costs and Expenses and Attendance Expenses incurred by You arising from:

(a) any act or omission – or alleged act or omission – which leads to Your prosecution in a court of criminal jurisdiction

(b) appeals by You against the service of improvement and prohibition notices under the Health and Safety at Work Act 1974, before an industrial tribunal.

Limit

The maximum We will pay for any one claim is £50,000.
excluding:

(a) Any claim arising from deliberate discrimination by You amounting to an act of unlawful discrimination

(b) Fines or other penalties that You are ordered to pay by a court of criminal jurisdiction

(c) Any claim arising from a motor prosecution

(d) Any claim arising from a prosecution of You alleging:
(i) intentional obstruction of a person in the execution of a warrant issued under Schedule 4 of the Data Protection Act 1984 by You
(ii) Your failure to give a person executing such a warrant the assistance as they reasonably require for its execution.

4. Prosecution defence for Employees

Professional Costs and Expenses and Attendance Expenses incurred by an Insured Employee (including directors and officers), concerning any matter arising out of his duties as Your Employee arising from any act or omission, or alleged act or omission, which leads to the prosecution of Your Employee in a court of criminal jurisdiction.

Limit

The maximum We will pay for any one claim is £50,000.
excluding:

(a) Any claim arising from deliberate discrimination by an Insured Employee (including directors and officers) amounting to an act of unlawful discrimination

(b) Fines or other penalties that You are ordered to pay by a court of criminal jurisdiction

(c) Any claim arising from a motor prosecution

(d) Prosecutions of employees for matters which do not relate to their duties as Your Employees

(e) Any claim arising from the prosecution of You alleging:
(i) intentional obstruction by an Insured Employee of a person in the execution of a warrant issued under Schedule 4 of the Data Protection Act 1984
(ii) failure by an Insured Employee to give a person executing such a warrant the assistance he reasonably requires for its execution.

5. Contract

Professional Costs and Expenses and Attendance Expenses arising from any dispute between You and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first Period of Insurance and where at least £250 and no more than £3,000 is in dispute.

Limit

The maximum We will pay for any one claim is £50,000.
excluding:

(a) Any Insured Event which occurs within 90 days of the start of the first Period of Insurance

(b) The recovery of a debt from a customer where the customer does not dispute that the money is owed to You

(c) Any dispute You may have as a landlord or a tenant in connection with the lease or licence or tenancy agreement

(d) Professional negligence claims

(e) The defence of any matter which should be covered under a professional indemnity insurance

(f) Any claim arising from the sale, lease, service, repair or test of a Motor Vehicle.

6. **Property Protection**
Professional Costs and Expenses and Attendance Expenses incurred in pursuit of Proceedings against a third party, other than an Employee or former Employee of Yours, following an act or omission relating to a property owned by You which results in, or is likely to result in, physical damage to that property and/or financial loss by You.

Limit

The maximum We will pay for any one claim is £50,000.
excluding:

(a) *Any claim arising from a contract made between You and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property*

(b) *Any claim arising from a lease or licence to occupy land or property and disputes relating to the occupation of land or property owned by You, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on Your behalf*

(c) *Any claim involving:*
(i) goods in transit
(ii) goods hired
(iii) goods lent to third parties
(iv) goods at premises other than those occupied by You, unless they are at the premises for the purposes of installation or use in work carried out by You

(d) *Any claim involving a motor vehicle belonging to You or in Your possession, except whilst on Your business premises*

(e) *Any claim arising from an appeal against refusal of planning permission.*

7. **Tenancy Disputes**
Professional Costs and Expenses and Attendance Expenses incurred by You in the pursuit or defence of Proceedings between You and Your landlord under the terms of the lease or tenancy agreement applying to Your business premises.

Limit

The maximum We will pay for any one claim is £50,000.
excluding:

(a) *Any claim arising from or relating to the amount, payment or non-payment of rent*

(b) *Any claim arising from or relating to the renewal of the lease or tenancy agreement.*

8. **Tax Disputes**
Professional Costs and Expenses and Attendance Expenses incurred by You and arising directly from:

(a) a VAT Dispute with H M Customs & Excise. The Insured Event, in respect of VAT Disputes is the earliest of:
(i) the date on which H M Customs & Excise requests a meeting with You or enters Your premises or expresses dissatisfaction with any of your VAT returns
(ii) the time at which You or Your Professional Adviser was first aware, or could reasonably have been aware, that a VAT Dispute was likely to arise with H M Customs & Excise
(iii) the date upon which the notice of assessment was served.

(b) an In-depth investigation of Your accounts. The Insured Event, in respect of In-depth Investigations, will be the commencement of the investigation.

(c) an Inland Revenue Enquiry into Your business accounts and records. The Insured Event, in respect of an Inland Revenue Enquiry shall be the receipt of a notice under Section 9A(i) or Section 11AB(i) or Section 12AC(i) of the Taxes Management Act 1970.

(d) a dispute with the Inland Revenue following a PAYE Audit Inspection. The Insured Event is the earliest of:
(i) the date the Inland Revenue expresses dissatisfaction with the amounts of PAYE or National Insurance Contributions paid or the returns or expenses payments made
or
(ii) the date the Inland Revenue expresses dissatisfaction with the amounts of income tax paid by You in respect of payments to subcontractors not in possession of s714 certificates
or
(iii) the date the Inland Revenue commences an investigation into the accuracy of forms P9D or P11D or into Your liability or that of an Insured Employee to pay additional tax because of alleged inaccuracies in such forms
and indicates an intention to collect additional amounts of tax.

(e) a dispute with the Department of Social Security or Contributions Agency following a contributions agency inspection.
The Insured Event is the date on which the Contributions Agency expresses dissatisfaction with the amounts of National Insurance paid or the returns made and indicates an intention to collect additional amounts of contribution.

Limit

The maximum We will pay for any one claim is £25,000.

excluding:

(a) *Professional Costs and Expenses and Attendance Expenses incurred in dealing with routine matters.*

(b) *Any claim where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive.*

(c) *Any claim where You have failed to give Your business status to the relevant authorities within a statutory period.*

(d) *Any claim where a false representation has been made either knowingly or without belief in its truth and such representation has resulted in a mis-statement of amounts due, expenses claimed,profits chargeable or losses allowable for tax or contributions purposes.*

(e) *Professional Costs and Expenses incurred in respect of an investigation or enquiry by the Special Compliance Office or following the transfer of an enquiry to that office,*

(f) *In respect of Inland Revenue enquiries only (C) the first £250, or 4 hours of chargeable time, whichever is the less, of the Professional Adviser's costs incurred in dealing with the enquiry.*

(g) *Professional Costs and Expenses arising after the issue of a notice under Section 28A(5) of the Taxes Management Act 1970 notifying You that the enquiry has been completed.*

(h) *Professional Costs and Expenses incurred in respect of an amendment under Section 9(4) of the Taxes Management 1979 ("a repair") or otherwise than wholly in connection with an Inland Revenue Enquiry into the Insured's business profits. Where appropriate, Professional Adviser's fees shall be apportioned.*

(i) *Any claim involving tax or National Insurance contributions avoidance schemes.*

(j) *Any claim where You have failed to maintain or submit accurate, truthful and up to date records and returns have failed to observe statutory time limits or requirements.*

Conditions applicable to Tax & VAT Disputes

(a) You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to H M Customs & Excise or Inland Revenue where applicable and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.

(b) You must contact the legal helpline as soon as possible on 0870 1628132 after the Insured event and comply with the advice given.

(c) You or your professional adviser should notify us in writing of any invitation by H M Customs & Excise or by the Inland Revenue to make an offer in settlement.

(d) In respect of in depth investigations your professional adviser must provide copies of relevant correspondence between the Inland Revenue, the professional adviser and you, together with copies of the accounts and tax computations giving rise to the enquiry. If we dispute that an in-depth investigation has commenced, the dispute shall be settled in accordance with the provisions of this cover.

(e) In respect of Inland Revenue enquiries your professional adviser must provide a copy of the Inland Revenue's notice of enquiry and a copy of the return giving rise to the enquiry.

Exclusions applicable to all covers

We will not be liable for:

Excess

The first £75 of each and every claim made under this section.

War and similar risks

Any consequence of:

(a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

(b) confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority.

Radioactivity

Any expense, directly or indirectly arising from:

(a) ionising radiation 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 nuclear assembly or nuclear component.

Costs and Expenses incurred

(a) Where the Insured Event had commenced or occurred before the first period of insurance.

(b) Where at, or prior to, the start of the first period of insurance, in our reasonable judgement, you should have realised that a claim might occur.

(c) Prior to written confirmation from us that the claim has been accepted or professional costs and expenses beyond those for which we have given our prior approval in accordance with the terms and conditions of the cover.

(d) Where you fail to instruct or give proper instructions to us or to the Professional Adviser.

(e) Where you are responsible for anything which in our reasonable opinion prejudices success in the prosecution, defence or settlement of the proceedings.

(f) Where you fail to provide evidence or information reasonably required by us to establish whether support can be provided under this cover.

(g) Where you are responsible for anything which in our reasonable opinion prejudices our position in respect of the proceedings.

(h) Where the Insured Event occurs outside of the Geographical Limits.

Claims

(a) Arising from any deliberate criminal act or omission by you.

(b) Involving prosecutions which allege dishonesty or intentional violence.

(c) Notified to us more than 180 days after the Insured Event.

(d) For an application for a judicial review.

(e) Made by or against you or by us.

(f) Arising from:
   - (i) subsidence or mining or quarrying activities
   - (ii) patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
   - (iii) computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements.
   - (iv) the malfunction or failure or any software, stored program, computer, device or system wholly or partly or attributable to a date based event whether occurring before, during or after the year 2000.
   - (v) actual, planned or proposed works by or under the order of any government or public or local authority.
   - (vi) planning law including town and country planning legislations.
   - (vii) the construction of or structural alteration to buildings or parts of building
   - (viii) libel or slander or malicious falsehood.

(g) Where you act without our consent or contrary to or in a manner different from our advice or that of your professional adviser.

(h) Made under this cover which do not arise from and relate to your normal business as shown in the schedule.

(i) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination.

(j) Which are false or fraudulent.

Professional costs and expenses

(a) Incurred in avoidable correspondence

(b) which are recoverable from a court, tribunal or elsewhere

(c) incurred in respect of any claim where, but for the existence of this policy you would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by you of the terms of the other policy or certificate.

Damages, interest, fines or other penalties which you are ordered to pay unless provided for in this cover.

The costs of an appeal are excluded unless we have given our prior written consent to such costs being incurred.

The fees of an expert witness without our approval being obtained for the appointment of the expert witness and to the amount of his fees.

Conditions

Appointing a Professional Adviser

(a) At any time before Proceedings are issued We may:
  (i) Take over the claim and deal with it in Your name.
  (ii) Appoint a Professional Adviser to act for Us and You.

(b) If Proceedings need to be issued:
  (i) You may inform Us of Your choice of a Professional Adviser. We may accept such choice if the Professional Adviser confirms in writing that he or she will co-operate with You to enable You to keep to the terms of this Certificate. We must also agree the hourly rate or agreed fees, We will pay the Professional Adviser. The hourly rate will depend upon how complicated the case is, the amount of money at stake and Your location.
  (ii) If We and You cannot agree with Your choice of Professional Adviser, You may suggest another. If We still cannot agree upon a suitable Professional Adviser, We shall ask the Law Society to choose a solicitor to act. Both Ourselves and You must accept their decision.

(c) If Your Professional Adviser refuses to continue acting for You for reasonable cause or You discontinue Your instructions then Our liability will stop at once unless we agree to the appointment of another Professional Adviser.
Where a claim arises under Section 1 – Employment Cover, We shall have the exclusive right to select and instruct the Professional Adviser and, where appropriate, to determine such appointment.

Conducting Proceedings

You will instruct the nominated Professional Adviser to:
(a) provide us immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate.
(b) to keep us fully and promptly advised of the progress of the case, of any change in his view of prospects of success and/or his estimate of costs during the proceedings. If he does not comply, all liability under this cover will cease.
We will meet the Professional Adviser's costs and expenses of dealing with the proceedings which have been agreed in advice by us both amount and purpose and as long as prospects of success remain reasonable.

Our right to information

We will have direct access to the Professional Adviser at all times and you will co-operate fully with us and keep us informed of all material developments.
We will be entitled to obtain any information, copy document, account or correspondence relating to the proceedings, whether or not it is privileged and you will give any instructions to the Professional Adviser which might be required immediately,
We will be notified as soon as reasonably possible by you or the Professional Adviser of any offer or payment into court made with a view to settlement.
If any offer or payment into court is not accepted by you but we reasonable consider the outcome of the proceedings to be equally or less favourable to you than the offer of payment, we will have no liability in respect of any further professional costs and expenses unless we have given our agreement for proceedings to continue.
If you are not satisfied with our decision, the dispute must be resolved under the terms of the Disputes condition below.

Co-operation

You will co-operate with us at all times and reply promptly to any correspondence connected with the claim.

Investigation of the claim

We may ourselves, or through our servants, agents, solicitors or accountants, make our own investigations into the claim and may, subject to your approval which will not be withheld unreasonably, attempt to reach a settlement of the proceedings.

Information to be given to the Professional Adviser

You will give all information requested by the Professional Adviser to him promptly and meet with him whenever requested.

Taxation of bills

If we request it, you will instruct the Professional Adviser to submit his bill of costs for taxation by the court or by the appropriate professional body.

Withdrawal and discontinuance

If you withdraw from or discontinue the proceedings without our prior agreement, the responsibility for payment of any professional costs and expenses and third party costs will become yours.
We will be entitled to reimbursement by you for any costs paid or incurred during the course of the proceedings, including any professional costs and expenses which we are obliged to pay because of you withdrawing or discontinuing.

Recovery of costs from third parties

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the Professional Adviser accordingly.

Agreement

We will not be bound by any agreement to which we are not a party.

Disputes

In the event of any dispute arising between you and ourselves, where provision has not already been made, the dispute will be promptly referred by you for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or, failing agreement, by the Law Society.
Any arbitration will be in accordance with the provisions of the then current arbitration acts and will be binding on both parties. The costs will be at the discretion of the arbitrator.

Prospects of Success

If at any time we consider your prospects of success in the proceedings are not good, of that your interests can be achieved by other means, we will provide you with a written explanation of our decision.
We will then be under no further liability to indemnify you in respect of the case.
If you disagree with this decision, you can ask us to obtain an opinion from an independent solicitor or barrister. If you and ourselves are unable to agree on a suitable solicitor or barrister, the President of the Law Society will be asked to provide a nomination.
If the independent opinion disagrees with out view, we will pay the cost of obtaining it but if it supports our view you will pay the cost.

Claims Procedure

(other than employment cover)

Potential claims must be notified to us as soon as possible by telephoning and you must follow our advice. Should you incur professional costs and expenses prior to our accepting a claim, details of costs must be produced for us at your expense.
We will send you a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to us at the earliest opportunity.

(employment cover)

You will give us immediate notice in writing of any proceedings of suit made or brought against you or believed by you to be considered and any summons or other process served or threatened to be served and any event which may give rise to proceedings against you.
Without prejudice to the generality of this condition:

(a) immediately a dismissal is contemplated, you must contact the legal helpline and follow the advice given. No Employee is to be dismissed without the prior approval of the legal helpline.

(b) if you receive a form IT1 (originating application) from an industrial tribunal and wish to obtain indemnity under this cover you should notify the legal helpline on 0870 162 8132. This must be done immediately because of the statutory 14 days time limit for entering a notice of appearance (IT3). The notice of appearance should be left blank for completion by your Professional Adviser, upon request, you must complete a claim form and forward it to us.

(c) if your receive a notice of intended prosecution or summons and wish to claim indemnity, you must complete a claim form and forward it to us by recorded delivery post together with a copy of the notice or summons

(d) if a former Employee requests a written statement of reasons for dismissal, you must contact the legal helpline not later than 7 days from the request and prior to the statement being given

(e) if you wish to obtain indemnity against any other claims under this cover you must immediately complete a claim form and send it by recorded delivery to us.

Business Legal Helpline

This helpline service may be used to discuss any business legal problem concerning the insured. Simply telephone 0870 162 8132 and ask for the legal helpline. This service is here to help you. Do not hesitate to make full use of it. In particular if something you are proposing to do may result in a claim, you must use the helpline first. To ensure an accurate record your call will be tape recorded.

Section 12 – **Loss of Registration Certificate**

If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule. Cover is operative only if a sum insured is shown.

Your Cover

The Insurer will

(a) pay or make good the depreciation in the value of your interest in the Premises.

(b) pay all costs and expenses incurred with its prior written consent in connection with any appeal against the forfeiture of or refusal to renew the registration certificate.

If the registration certificate granted for you to carry on the business as stated at the Premises is:

(a) forfeited under the provisions of the legislation governing such certificate

(b) refused renewal by the appropriate authority at the time of renewal

during the period of insurance from a cause beyond your control

Exceptions

The Insurer will not be liable for loss

1. *if you are entitled to obtain or receive compensation under the provisions of any Act of Parliament in respect of the forfeiture or refusal to renew the registration certificate*
2. *if the forfeiture or refusal to renew arises out of:*
   (i) compulsory purchase or any scheme of town or country planning, improvement or development
   (ii) surrender, reduction or redistribution of registration certificates associated with such schemes
   (iii) the Premises being required for any public purposes.
3. *arising from any alteration in the law affecting the grant, surrender, forfeiture or refusal to renew of registration certificates.*

Claims Settlement

The Insurer's liability under this section shall not exceed the sum insured shown in the schedule.

Special conditions applying to Section 12.

1. You must on becoming aware of any
   (i) complaint against the Premises or the control of the Premises
   (ii) proceedings against or conviction of the registration certificate holder, manager, tenant or occupier of the Premises for breach of the relevant regulations or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his honest, moral standing or sobriety
   (iii) change in the tenancy or management of the Premises
   (iv) transfer or proposed transfer of the registration certificate
   (v) alteration in the purpose for which the Premises are used
   (vi) objection to renewal or other circumstances which may endanger the registration certificate or its renewal

   immediately give notice in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.

2. In the event of the death, bankruptcy, incapacity, desertion of the Premises, or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the registration certificate holder, manager, tenant or occupier of the Premises, the Policyholder shall, where practicable and at the request of the Insurer produce a suitable person to replace him and one to whom the Registration Authority will transfer the registration certificate or grant the registration certificate by way of renewal.

Section 13 – **Fidelity Insurance**

If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule. Cover is operative only if this Section is shown as insured in the Schedule.

For the purpose of this Section the following definitions apply

Employee means a person who has entered into a contract of service or apprenticeship with the Policyholder
Territorial Limits means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
Date of Acceptance means:
(i) the commencement date of this Section
or
(ii) the date on which the Employee enters into a contract of service or apprenticeship with the Policyholder whichever is the latest

Any One Claim means the limit for any number of losses forming the basis of any one claim **Aggregate Limit of Indemnity** means the limit in the aggregate for all claims during the whole currency of this Policy.

Your Cover

The Insurer will indemnify the Policyholder in the terms of this Section against

1. **loss of money or goods belonging to the Policyholder or held in trust by the Policyholder which results from an act of fraud or dishonesty committed by an Employee after the Date of Acceptance during the currency of this Section and discovered not later than two years after the cessation of employment of the Employee with the Policyholder or the expiry of this Section whichever occurs first**
2. **auditors' fees necessarily incurred with the written consent of the Insurer to substantiate the amount of the claim.**

Provided that

(a) the act of fraud or dishonesty committed by the Employee and the loss both occur within the Territorial Limit

(b) immediately following the discovery of an act of fraud or dishonesty committed by an Employee the Insurer shall not be liable in respect of any further acts of fraud or dishonesty committed by that Employee

Claims Settlement

1. **Limits of Indemnity**
   (a) Any one claim £25,000
   (b) Aggregate Limit of Indemnity £25,000

   Irrespective of the number of years this Section has been in force or may continue to be in force and of the premiums paid or payable the liability of the Insurer shall not be cumulative in amount from year to year and in no case shall exceed the Limit of Indemnity.

2. **Automatic Reinstatement**
   Upon discovery of a loss yielding a valid claim under this Section the Aggregate Limit of Indemnity shall be automatically reinstated by the amount of such loss as subsequently ascertained the Policyholder having undertaken to pay the additional premium required by the Insurer. Provided always that the amount by which the Aggregate Limit of Indemnity is reinstated shall only apply to acts committed subsequent to the date of such reinstatement.

3. The Insurer shall not be liable for any loss of interest or any loss of a consequential nature.

4. All monies which but for the fraud or dishonesty of the Employee would become payable to him by the Policyholder shall be deducted from the amount of the loss before a claim is paid under this Section.

   Where a loss under the Policy exceeds the Limit Any One Claim the Policyholder shall have sole benefit of any recovery (excluding insurance reinsurance or any counter security taken by the Insurer) until his own uninsured loss is extinguished.

5. The Insurer shall be entitled to prosecute in the name of the Policyholder but for the Insurer benefit all claims and rights of action of the Policyholder in respect of any act of fraud or dishonesty which is the subject of a claim under this Section and the Policyholder shall give all such information and assistance as the Insurer may require.

Statement of Check and Supervision

The terms of this Section require the checks detailed below to be in full operation at all times.

1. **References**
   In respect of any Employee engaged on or after the Commencement Date of this Section you will obtain independently of the Employee satisfactory written answers to full enquiries about the Employee's character and activities during the whole of the three years immediately prior to engagement.
   If there is any lack of response to any enquiry or the response to any enquiry is such as should reasonably raise doubt or suspicion as to the honesty of the Employee and you continue to employ that person you will submit full details to us.

2. **Payments**
   All instruments for the bank account(s) will bear two manuscript signatures. Supporting vouchers will be examined against the instrument in all cases by the signatories irrespective of the amount of the instrument.

3. **Salaries/Wages**
   (i) there will be a division of duties so that no Employee both compiles the payroll and makes wage payments
   or
   there will be a three-monthly check of the payroll independently of the persons responsible for the payroll to prevent the inclusion of fictitious names and enhanced payments.
   (ii) the cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct.

4. **Banking**
   All monies cheques and postal orders received or collected by Employees will be remitted and/or banked in full on day of receipt or next banking day. There will be a weekly physical check on the bank paying-in slips and bank statements independently of the Employees respectively responsible.

5. **Cash Book**
   Cash book entries will be subject to at least monthly physical checks against bank statements, bank paying-in slip, receipt counterfoils and vouchers and the balance tested with cash and unpresented cheques independently of the Employees respectively responsible.

6. **Stock**
   All stocks will be subject to physical checks against verified stock records independently of the Employees respectively responsible.

	Maximum period between
Wines spirits beers	one month
All other stock	six months

   Responsibilities for
   (i) ordering goods or services
   (ii) recording receipt of goods or services
   (iii) authorising payment for goods or services will be exercised by separate employees.

7. **Statement of Account**
   Statements of Account for all sums due will be issued at least monthly and direct to customers independently of employees receiving or collecting monies cheques or postal orders with management action being taken before the account is three months overdue.

8. **Audit**
   There will be an annual professional audit.

Section 14 – **Personal Accident**

If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule. Cover is operative only if this Section is shown as insured in the Schedule.

For the purpose of this Section the following definitions apply:

Bodily Injury means injury caused by accidental means and includes death or disablement as a result of drowning, gassing or exposure of the Insured Person to the elements, but does not include sickness or disease or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

Loss of a limb means the permanent total loss of use of or physical severance at or above the wrist or ankle of a hand or a foot.

Loss of an eye means total and irrecoverable loss of sight.

Permanent Total Disablement means permanent and total disablement preventing the Insured Person from engaging in or giving attention to profession or occupation of any kind.

Temporary Total Disablement means disablement preventing the Insured Person from engaging in or giving attention to the whole of the Insured Person's usual occupation.

Insured Person means all the Principal(s) and every full time and part-time employee of the Policyholder.

Your Cover

If an Insured Person sustains accidental bodily injury during the Operative Time as stated in the schedule the Insurer will - for each Unit that is insured as stated in the schedule - pay to the Policyholder or his legal representatives the amount stated in the Table of Benefits.

Exceptions

The Insurer shall not pay benefit for Bodily Injury consequent upon

1. *the Insured Person engaging in flying other than as a passenger, parachuting, mountaineering or rock climbing necessitating the use of ropes or guides, pot-holing, winter sports other than curling or skating, ice-hockey, aqualung diving, water ski-jumping, hunting, showjumping, steeplechasing, polo, rugby football, motorcycling as driver or passenger, motor competitions, racing or any practice for racing other than swimming or on foot, yachting outside territorial waters or the use of power driven woodworking machinery.*

2. *due to the Insured Person being affected by drugs unless taken in accordance with medical prescription or direction but not for the treatment of drug or alcohol addiction*

Table of Benefits

		1 Unit
1. Death	occurring within 24 months of the Bodily Injury	£5,000
2. Loss of one or more limbs or one or both eyes or one limb and one eye		£5,000
3. Permanent Total Disablement		£5,000
4. Temporary Total Disablement		per week £50

Claims Settlement

1. Benefit shall not be payable in respect of any one Insured Person under more than one of the Clauses 1 - 3 inclusive in the Table of Benefits in connection with the same injury.
2. The benefit under Clause 4 in the Table of Benefits shall not be payable for more than 104 week in respect of any one accident.
3. The total benefit payable per week for Temporary Total Disablement in respect of any one Insured Person shall not exceed their average weekly wage.

Section 15 – **Computer**

If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule.

For the purpose of this Section the following definitions apply:

Computer Equipment means all parts of the electronic data processing installation at the Premises.

Breakdown means damage to an item of property resulting from the actual breaking distortion or electrical burn-out of any part of it whilst in use arising from defects in the item of property causing sudden stoppage of its function and requiring its repair or replacement.

Accidental Damage means sudden and unforeseen loss of or material damage to an item of property resulting from any cause not excluded elsewhere in this Section.

The Property Insured

Item 1

Computer and peripheral equipment owned, leased, rented or for which the Policyholder is responsible while at the Premises.

Item 2

Tapes, disk packs and any other data bearing material while at the Premises and any other premises in Great Britain, Northern Ireland, Isle of Man or Channel Islands used by the Policyholder for the purpose of the Business including while in transit thereto and therefrom.

Your Cover

The Insurer will indemnify the Policyholder against:

(a) **Breakdown of the Property Insured** due to the negligence of the Policyholder which is not recoverable under the terms of the manufacturer's guarantee and subsequently of the maintenance agreement with the manufacturer or the manufacturer's appointed agents
   – **provided that the Policyholder maintains in force a maintenance agreement on the computer and peripheral equipment providing free parts and labour.**

(b) **Accidental Damage to the Property Insured.**

Exceptions

This Section does not cover:

1. *the cost of reinstatement of data*
2. *consequential loss or liability of any nature whatsoever*
3. *the cost of adjustment or rectification of derangement unless necessitated by damage insured herein*
4. *any consequence of derangement of any part of an item of property not accompanied by material damage insured by this Section.*
5. *any consequence of dismantling and erection unless occurring during any process of adjusting cleaning or repairing carried out solely at the Premises.*
6. *Loss or destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from pollution or contamination except (unless otherwise excluded):*
   (a) pollution or contamination which itself results from destruction of or damage to the property insured by a Defined Peril
   (b) a Defined Peril which itself results from pollution or contamination.
   The words "Defined Peril" shall have the same meaning as in Section 1.
7. *the first £50 of each and every occurrence of accidental damage or breakdown.*

Claims Settlement

1. **Limit of Indemnity**
   The Insurer's liability under this Section shall not exceed £1,500 in any one period of insurance.

2. **Basis of Settlement**
   The basis upon which indemnity is calculated shall be the reinstatement of the property.

   For this purpose "reinstatement" means the replacement of the property by similar equipment in a condition equal to but not better than its condition when new.

3. **Special Conditions**
   (a) Reinstatement must be completed within twelve months after the loss or damage or within such further time as the Insurer may, during those twelve months, allow in writing provided that the Insurer's liability is not increased as a result.
   (b) Until the cost of reinstatement has been actually incurred, no payment shall be made beyond the value of the property at the time of the loss or damage.
   (c) If any occurrence takes place which may result in a claim, the use of any damaged property must be discontinued until the Insurer agrees otherwise or until the property has been repaired.

Extension

15.1 **Reinstatement of Data**

This Extension operates only if it is shown in the Schedule as insured.

The Insurer will indemnify the Policyholder against the cost of reinstating data on to data bearing material provided that the loss of the data is directly caused by Accidental Damage or Breakdown.

Such information may be produced in an updated form if the cost of doing so is not greater than that of reinstatement in the original form.

The Extension excludes:

(a) loss or distortion of information on data bearing materials due to defects in such data bearing materials
(b) consequential loss of any kind whatsoever.

The liability of the Insurer under this Extension shall not exceed the sum insured shown in the Schedule.

General Exceptions

The Insurer shall not be liable in respect of :

1. **Injury etc. outside the U.K.**
   Injury, loss or damage arising elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, except as expressly provided under Section 8 (Liability).

2. **Consequential Loss/Damage**
   Any consequential loss or damage of any kind except as insured by Section 2 (Business Interruption) and Section 8 (Liability).

3. **Property Otherwise Insured**
   Loss or damage to any property (including money) insured under any other policy effected by or on behalf of the Policyholder.

4. **Supersonic Aircraft**
   Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This exception does not apply to the insurance for Employers' Liability under Section 8 (Liability).

5. **War Risks**
   Any consequence of war, invasion, act of foreign enemy, hostilities, (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This exception does not apply to the insurance for Employers' Liability under Section 8 (Liability).

6. **Terrorism**
   Terrorism except as expressly provided under Special Provision – Terrorism or under Section 8 – Liability

7. **Nuclear Contamination**
   (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
   (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
      (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel:
      (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   This exception does not apply to the insurance for Employers' Liability under Section 8 (Liability).

8. **Water Table Level**
   Loss or destruction or damage attributed solely to change in the water table level.
   This exception does not apply to Section 8 (Liability).

Special Provision – Terrorism

Subject otherwise to the terms definitions exceptions provisions and conditions of the Policy this insurance includes damage in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence of Terrorism provided that the liability of the Insurer in respect of such damage shall not exceed in respect of each of The Covers

(a) £100,000 per Loss Occurrence
or
(b) any Limit of Liability or Sum Insured stated in the Policy or Policy Section whichever is the lower

The Covers

Buildings
Contents and Glass
Loss of Income and Book Debts

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours of which the proximate cause is the same

Terrorism
Any provision in this Policy which provides for any sum insured or Limit of Liability to be automatically reinstated following a loss shall not apply to losses covered under this Special Provision

Any provision in this Policy which provides for an automatic increase of any sum insured or Limit of Liability shall not apply to the Loss Occurrence amounts stated in this Special Provision

Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

General Conditions

1. **Liability to Employees**
   The insurance for Employers' Liability in Section 8 of this Policy is deemed to be in accordance with the provisions of the law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. If, however, there shall have been non-observance of any Policy conditions by the Policyholder and the Insurer shall have paid any sum which the Insurer would not have paid but for the provisions of such law, then the Policyholder shall immediately repay such sum to the Insurer.

2. **Precautions**
   The Policyholder shall
   (i) take all reasonable precautions to safeguard the property insured against loss or damage, and to prevent injury, illness, loss or damage;
   (ii) exercise reasonable care in the selection and supervision of employees;
   (iii) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority.

3. **Alteration of Business or Premises including Unoccupancy**
   Unless such alteration has been agreed in writing by the Insurer, this insurance shall cease if there shall be an alteration in the Business or in the Premises or property therein whereby the risk of loss, damage, liability, accident or injury shall be materially increased, or whereby the Policyholder's interest shall cease except by will or operation of law.

4. **Claims Notification Procedure**
   On the happening of any event which may give rise to a claim under this Policy, the Policyholder and/or person claiming to be indemnified shall
   (i) Notify the Insurer as soon as possible, giving full particulars of the occurrence;
   (ii) Inform the police immediately of any malicious damage or of the theft or loss of any property including money;
   (iii) Forward to the Insurer immediately on receipt of any letter, claim, writ, summons or process;
   (iv) Within 7 days of loss or damage caused by riot, civil commotion, strikers, labour disturbances or malicious persons, or within 30 days of loss or damage by any other insured cause or injury or accident, or within 30 days of the expiration of the indemnity period in the event of a claim under Section 2 of the Policy, deliver to the Insurer at his own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurances covering such injury, loss or damage;
   (v) With due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check further loss or damage or any interruption of or interference with the Business or to avoid or diminish the loss;
   (vi) Give all information and assistance required;
   (vii) Discontinue the use of any damaged computer equipment unless the Insurer authorised otherwise until such property shall have been repaired to the satisfaction of the Insurer.

5. **The Insurer's Rights**
   On the happening of any event which may give rise to a claim under this Policy, the Insurer shall be entitled to:
   (i) enter the building where the loss or damage has occurred and take and keep possession of the property insured and to deal with the salvage in a reasonable manner. This Policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Insurer.
   (ii) exercise sole conduct and control of any claim and related legal proceedings and the Policyholder shall not negotiate, admit liability or make any promise, offer or payment without the Insurer's written consent.
   (iii) prosecute in the name of the Policyholder and/or person claiming to be indemnified, but for the Insurer's benefit, any claim for compensation or indemnity.

6. **Fraud**
   All the benefit under the Policy shall be forfeited if any claim were in any respect fraudulent or intentionally exaggerated and/or if any loss destruction or damage were occasioned by the wilful act or with the connivance of the Policyholder.

7. **Contribution**
   The Insurer will not be liable for more than its rateable proportion of any claim arising under this Policy (excluding Sections 5, 9 and 13) if at the time of the event causing the claim the Policyholder is insured by any other policy wholly or partly covering the same property or liability. If any other such policy is subject to a provision wholly or partly excluding it from ranking concurrently with this Policy, or from contributing rateably, the Insurer will not be liable to contribute to the claim except in respect of any excess beyond the amount which would be payable under such other policy.

8. **Cancellation**
   The Insurer may cancel this Policy by sending 7 days notice by recorded delivery letter to the Policyholder at his last known address, and make a proportionate return of premium for the unexpired period of insurance.

9. **Arbitration**
   Provided that liability for a claim has been admitted, any dispute as to the amount to be paid shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. The making of an award shall be a condition precedent to any right of action against the Insurer.

10. **Instalment Premium Payments**
Where reference is made to the payment of premium such reference includes the Policyholder having agreed to pay under an instalment plan. If the Insurer has agreed to accept the first premium, or any subsequent premiums by instalment, the Policy remains an annual contract and, if any premium instalment is not received on or before its due date, then all unpaid premium instalments and service fees become immediately due. Should the full premium and service fee not be paid within 7 days of the Insurer giving written notice of non-payment, the Policy will be cancelled immediately upon expiry of such notice.
Following such cancellation, the Insurer will, unless a claim has already been made during the current period of insurance, refund any balance of premium paid, after deduction of an appropriate charge for the insurance provided to the date of cancellation.

Helplines

Helpful advice – it's part of the service!

Glasscare Helpline

As a service to our policyholders New India operates a GLASSCARE service, in association with Homeserve Emergency Services, which provide temporary boarding up and subsequent replacement of glass and framework.
New India GLASSCARE helpline is operated 24 hours a day, 365 days a year.
Through Homeserve Emergency Services you are able to obtain a quick, efficient and professional service.
If you suffer damage to your glass, simply telephone Homeserve Emergency Services on the number below.
Please do not settle a glazing account yourself, send it unpaid to your local **New India** office.
It is not a requirement of your Policy that you use the service provided by Homeserve Emergency Services, but the special service described above is only available through them.

Emergency Assistance

Burst pipes, blocked drains, electrical faults, even swarms of bees when trouble strikes in **Your** property simply telephone the number below for practical advice.
If **You** wish the Helpline staff will get in touch with the nearest suitable tradesman, confirm the call out time and price and call **You** back with the details promptly.**You** will remain responsible for the tradesman's charges for doing the work, including any call out fee, and so it will be **Your** decision whether to accept the quotation. If **You** do accept, the Helpline staff will arrange for the tradesman to call at the agreed time.
The service is provided by Capita Assistance Limited and features

- Friendly, practical help – fast
- Register of approved contractors
- Advice fact sheets
- Agreed call out charges – discounts frequently available
- Access to leading experts in various trades for impartial advice

Legal Helpline

The Helpline staff can give expert advice over the telephone – and if requested, confirm in writing – on any personal or business legal problem arising in the UK. Ring the telephone number below for free confidential advice,
This service is provided by Capita Assistance Limited and is limited to advice given on the telephone and subsequently confirmed in writing.
To ensure an accurate record your call will be tape recorded.
All the Helplines are available 24 hours a day, 365 days a year.
Simply telephone the appropriate number below and quote New India and **Your** policy number.

Glasscare Helpline	**0800 29 30 31**
Emergency Assistance	**0870 162 8132**
Legal Helpline	**0870 162 8132**