

[www.mma-insurance.com](http://www.mma-insurance.com)

# Shops

## Policy



# Introduction

Thank you for choosing MMA Insurance.

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

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

**Please read this Policy and its Schedule to ensure that they are in accordance with Your requirements. Any query should immediately be returned to your Insurance Broker or Intermediary.**

# Contents

	<b>Page</b>
Introduction	inside front cover
Contact Numbers	2
Definitions	3
Customer Information	5
• Complaints Procedure	5
• Financial Services Compensation Scheme	5
• Law Applicable to Contract	5
• Cancellation	6
• Exchange of Information	6
• Employers Liability Tracing Office	7
Conditions applicable to all Sections	8
Exceptions applicable to all Sections	12
<b>POLICY COVER</b>	
Section 1A – Contents	16
Section 1B – Glass	23
Section 1C – Money	24
Section 1D – Personal Accident – Assault	26
Section 1E – Goods in Transit	28
Section 1F – Business Interruption	29
Section 1G – Legal Liabilities	32
Section 2 – Buildings	40
Section 3 – Refrigerated Stock	43
Section 4 – Loss of Licence	45
Section 5 – Treatment Risk	47
How to make a claim	49
About MMA	50

# Contact Numbers

## Claims

### Commercial Care Line 0844 902 0790

Should **You** be unfortunate enough to have to make a claim, **MMA Commercial Care Line** will manage all aspects of the claim for **You** from the time it is reported. **MMA Commercial Care Line** is a service exclusive to MMA Insurance available **24 hours a day, 365 days a year.**

Staff trained in managing commercial claims can:

- Take the details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of claims from start to finish and arrange replacement of goods lost or stolen using the latest product information.
- As an MMA Policyholder, **You** have 24-hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises**, ranging from a broken window to a fire or any other emergency, including:
  - Emergency glazing
  - Locks
  - Plumbing

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

**You** can also fax any documentation relating to commercial claims to the following dedicated fax number: **0845 604 8628** or in writing to: **Commercial Care Line, PO Box 471, Cardiff CF10 3WJ**

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

## Helpline

### Business Legal Helpline

As an MMA Policyholder should **You** require advice or guidance on any **Business** legal problem **You** may use the 24-hour Telephone Helpline at any time within the period of insurance of this **Policy.**

The service is provided by Legal Assistance Direct.

Telephone **0844 902 2210** and quote **Your Policy** number.

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

# Definitions

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

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

## **Company/We/Us/Our**

MMA Insurance plc

## **Proposal**

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

## **Policy**

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

## **Insured/You/Your**

The person(s) or **Company** named in the Schedule

## **Premises**

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

## **Business**

The **Business** stated in the Schedule

## **Business Hours**

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

## **Employee**

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any person who is hired to or borrowed by the **Insured**
- (c) any person engaged under a work experience or training scheme
- (d) any labour master or person supplied by him
- (e) any labour only sub-contractor or person employed by him

# Definitions

continued

**(f)** any self employed person working on a labour only basis under the control or supervision of the **Insured**

**(g)** any voluntary worker while working for and under the control or supervision of the **Insured** in connection with the **Business**

## Damage

Accidental loss, destruction or damage

## Excess

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

## Territorial Limits

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

## Vacant or Unoccupied

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 14 days

# Customer Information

## Complaints Procedure

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

Alternatively, if **You** need to complain, please contact us at the following address, quoting your policy or claim number.

Quality Assurance, MMA Insurance plc,  
Norman Place, Reading RG1 8DA.  
Telephone: 0844 902 1000  
Website: [www.mma-insurance.com](http://www.mma-insurance.com)

Full details of the MMA Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website.

If **You** should remain dissatisfied, once MMA has had the opportunity to resolve **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations.

Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN. [www.fscs.org.uk](http://www.fscs.org.uk)

## Law Applicable to Contract

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. **We** have chosen Scottish Law if **You** live in Scotland and English Law if **You** live elsewhere in the United Kingdom.

Payment of **Your** premium is evidence of acceptance of **Our** choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

# Customer Information

continued

## Cancellation

**You** have a right to cancel the policy during a period of 14 days from the day of purchase of the contract or the day on which **You** receive **Your** policy documentation whichever is the later.

If **You** wish to do so and the insurance cover has not yet commenced **You** will be entitled to a full refund of the premium paid.

Alternatively if **You** wish to do so and the insurance cover has already commenced **You** will be entitled to a refund of premium with a reduction for the period **You** have been covered subject to a minimum premium of £25 being retained by the company to cover administration costs.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund will be given.

To exercise **Your** right to cancel, please contact **Your** insurance advisor at the address shown on **Your** schedule

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

For **Your** cancellation rights outside the initial 14 day period please refer to condition 8 on page 9 of this policy document.

## Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **Us** to check information provided and also to prevent fraudulent claims. **We** will pass information to the appropriate register(s). In dealing with any claim **We** may search the register(s).

In order to prevent or detect fraud **We** will check **Your** details with various fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. Other users of these fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating by contacting **Us** at [info@mma-insurance.com](mailto:info@mma-insurance.com).

# Customer Information

continued

## Employers Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

By entering into this insurance policy **You** will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

# Conditions applicable to all Sections

## 1. Compliance with Policy Terms

The **Company's** liability will be conditional upon the **Insured** complying with the terms of this **Policy**

## 2. Reasonable Precautions

The **Insured** must take or cause to be taken all reasonable precautions to prevent or minimise **Injury** or **Damage**

## 3. Alterations

Cover under this **Policy** will cease in the event of any alteration which increases the risk of **Damage** or where the **Insured's** interest ceases (other than by will or operation of law) unless such alteration is agreed in writing by the **Company**

If the **Business** is wound up or carried on by a Liquidator or Receiver or permanently discontinued cover under Section 1F – Business Interruption is inoperative

## 4. Claims Procedure and Requirements

In the event of circumstances giving rise to or likely to give rise to a claim the **Insured** shall

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

# Conditions applicable to all Sections

continued

## 5. Fraud

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

## 6. Company's Rights

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

## 7. Other Insurances

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

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

## 8. Cancellation Rights

- 1. the policy may be cancelled:
  - (a) by **You** giving instruction to **Us** at any stage
  - (b) by **Us** sending 14 days written notice by recorded delivery to **Your** last known address
- 2. in the event of **You** cancelling **Your** policy within a period of 14 days from the inception or renewal date of **Your** policy or if later the date which the contractual terms and conditions are received **You** will be entitled to a refund of premium with a deduction for the period **You** have been covered subject to a minimum premium of £25 being retained by the Company to cover administration costs

# Conditions applicable to all Sections

continued

3. in the event of the policy being cancelled at any other time **You** will be entitled to a refund of premium paid subject to a deduction for the period for which **You** received cover **We** will also deduct a further administration charge of £25
4. if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

## 9. Security

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

1. all external doors to **Your Premises** and any internal doors leading to other premises not occupied by **You** must be fitted with and secured out of **Business Hours** by
    - a 5 lever mortice deadlock and box striking plate conforming to BS3621
    - a 5 (or more) lever close shackle padlock and locking bar
    - in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
  2. all accessible opening windows fanlights and skylights must be fitted with and secured out of Business Hours by
    - key operated window locks or be protected by solid steel bars of not less than 3/4 inch diameter not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
    - in the case of louvred windows the louvres must be permanently fixed in place
- in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
  - in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
  - an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above

# Conditions applicable to all Sections

continued

## Warning

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

## 10. Unoccupancy

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

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

# Exceptions applicable to all Sections

## This Policy does not cover

### 1. Excess

Please see **Policy** Schedule

### 2. Radioactive Contamination

**Damage** to any property or any loss or expense resulting or arising therefrom whether directly or indirectly or any legal liability directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but in respect of **Injury** to **Employees** under Section 1G – Legal Liabilities this Exception shall apply only when the **Insured** under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such **Injury**

### 3. Northern Ireland and Terrorism

Liability loss or **Damage** caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where we need to provide the minimum insurance required by Employers' Liability legislation.

### 4. Sonic Boom

**Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 5. War Risks

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

### 6. Confiscation and Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority

# Exceptions applicable to all Sections

continued

## 7. Electronic Date Recognition

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

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or to correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a

command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

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

1. fire lightning explosion earthquake
2. riot civil commotion strikers labour or political disturbance malicious persons or vandals
3. storm or flood but excluding
  - (a) **Damage** resulting from frost subsidence ground heave landslip or changes in the water table level
  - (b) property in the open
  - (c) **Damage** to fences gates and posts
4. bursting overflowing or leakage of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding **Damage** occurring whilst the **Premises** are empty or disused

# Exceptions applicable to all Sections

continued

5. accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the **Premises** are empty or disused
6. falling trees or parts of trees but excluding **Damage** caused by the felling or lopping of trees or by tree roots
7. impact by any animal vehicle aircraft or any aerial device or articles dropped or falling therefrom
8. leakage of beer or other beverages from storage containers and connected apparatus
9. theft or attempted theft
  - (a) involving entry to or exit from the **Premises** by forcible and violent means
  - (b) as a result of actual or threatened violence or assault to the **Insured** any partner director or **Employee** of the **Insured** or any person lawfully on the **Premises**

## 8. Electronic Data

### 1. Electronic Data Exclusion

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

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

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a

# Exceptions applicable to all Sections

continued

computer system or network of whatsoever nature Computer Virus includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'

## 2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this **Policy** suffer physical loss or **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying Electronic Data from back-up or from originals of a previous generation these costs will not include research and engineering nor any costs of recreating gathering or assembling such Electronic Data

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

# Policy Cover

## Section 1A – Contents

### Definitions

#### Specified Goods

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

#### Stock

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

- (a) money securities coins stamps  
jewellery precious metals or stone  
or explosives unless specifically  
mentioned in the **Policy** Schedule  
or by endorsement
- (b) any **Stock** specified as Not Insured  
in the **Policy** Schedule or by  
endorsement
- (c) property more specifically insured

#### Business Equipment

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

### Cover

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

1. fire lightning explosion earthquake
2. riot civil commotion strikers labour  
or political disturbances malicious  
persons or vandals
3. storm or flood but excluding
  - (a) **Damage** resulting from frost  
subsidence ground heave  
landslip or changes in the water  
table level
  - (b) property in the open
  - (c) **Damage** to fences gates and  
posts
4. bursting overflowing or leakage of  
water tanks apparatus or pipes or  
the escape of oil from any fixed  
domestic heating installation  
excluding **Damage** occurring whilst  
the **Premises** are **Vacant or**  
**Unoccupied**

# Policy Cover

## Section 1A – Contents

continued

5. accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the **Premises** are empty or disused
6. falling trees or parts of trees but excluding **Damage** caused by the felling or lopping of trees or by tree roots
7. impact by any animal vehicle aircraft or other aerial device or articles dropped or falling therefrom
8. leakage of beer or other beverages from storage containers and connected apparatus
9. theft or attempted theft
  - (a) involving entry to or exit from the **Premises** by forcible and violent means
  - (b) as a result of actual or threatened violence or assault to the **Insured** any partner director or **Employee** of the **Insured** or any person lawfully on the **Premises**
10. accidental damage but excluding
  - (a) **Damage** caused by or resulting from
    - (i) faulty or defective design materials workmanship inherent vice latent defect gradual deterioration wear tear frost the action of light or atmosphere moths vermin insects
    - (ii) any process of cleaning dyeing restoring adjusting or repairing
    - (iii) corrosion rust dampness dryness wet or dry rot shrinking collapse cracking evaporation contamination changes in temperature colour texture or finish marring or scratching
    - (iv) loss or damage by wind hail sleet snow flood or dust to boundary wall gates and fences
    - (v) use contrary to the manufacturers instructions
  - (b) **Damage** to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair

# Policy Cover

## Section 1A – Contents

continued

- (c) **Damage** which is specifically excluded
  - (i) in Cover 1-9 of Section 1A - Contents
  - (ii) in the **Policy** Exceptions  
Applicable to all Sections
- (d) **Damage** by subsidence ground heave or landslip
- (e) normal maintenance and repair
- (f) erasure or distortion of information on computer systems or other records
- (g) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- (h) loss or **Damage** by confiscation or detention by Customs or other officials or authorities
- (i) loss or **Damage** following dishonesty or fraudulent action by the **Insured's Employees** or any person lawfully in the Premises
- (j) any shortage due to error or omission

### Additional Cover

#### 1. Temporary Removal

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

#### 2. Loss of Keys

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

#### 3. Radio and Television Masts

**Damage** to radio and television receiving aerials satellite aerials their fittings or masts at the **Premises**

# Policy Cover

## Section 1A – Contents

continued

### 4. Theft Damage to The Buildings

**Damage** to the **Premises** caused by theft or attempted theft (as described in Cover 9 above)

### 5. Underground Pipes and Cables

**Damage** to underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the **Premises** to the public main

### 6. Metered Water or Heating Oil

The insurance by this Section extends to include additional meter water or heating oil charges incurred by the **Insured** as a result of insured **Damage** provided that the **Company's** liability shall not exceed £2,500 in any one Period of Insurance

The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the **Damage** occurred with the normal charge in the same period in a previous year adjusted for any other relevant factors affecting the **Insured's** consumption of water during such period

### Limits of Liability

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

(a) Stock	the Sum Insured
(b) Specified Goods	specified in the Schedule
(c) Business Equipment	the Schedule
(d) Personal Effects and tools belonging to the <b>Insured</b> or any director partner customer or <b>Employee</b>	£750 any one individual

subject to

- (i) other limits specified in this Section
- (ii) the Sum Insured on **Stock** and **Specified Goods** being increased by 25% during November December and the first 15 days of January and the 30 days up to and including Easter Day and 7 days thereafter annually

# Policy Cover

## Section 1A – Contents

continued

### Index Linking

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

Provided that

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

### Indexation after loss

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

### Claims Settlement

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

- (a) this is carried out without delay and in the most economical manner
- (b) when any Property is partially damaged the **Company's** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
- (c) no payment will be made until reinstatement has been carried out
- (d) if the damaged Property is not reinstated a loss will be settled after allowance for depreciation
- (e) in respect of account books deeds manuscripts plans drawings models maps records computer disks and tapes film transparencies or art work the **Company's** liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the **Insured** of the information that they contain

# Policy Cover

## Section 1A – Contents

continued

### Underinsurance

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

### Automatic Reinstatement of Sum Insured

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

- (a) the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured if requested
- (b) the **Insured** implements without delay any risk improvement measures that the **Company** may require
- (c) in respect of **Damage** by theft or attempted theft the automatic reinstatement of Sums Insured shall apply on the first occasion only in one Period of Insurance

### Exceptions

The **Company** will not be liable under this Section for

1. **Damage** caused by pollution or contamination except **Damage** caused by
  - (a) pollution or contamination which results solely and directly from an Insured Peril
  - (b) any Insured Peril which results from pollution or contamination
2. **Damage** to motor vehicles or accessories whilst thereon
3. **Damage** to blinds or signs not securely fixed to the **Premises**
4. **Damage** arising from theft or attempted theft
  - (a) where the **Insured** or any director partner or **Employee** of the **Insured** or member of the **Insured's** household is concerned as principal or accessory
  - (b) from an Outbuilding
5. **Damage** caused by
  - (a) faulty or defective design material or workmanship inherent vice latent defect gradual deterioration wear and tear or frost

# Policy Cover

## Section 1A – Contents

continued

- (b) corrosion rust dampness  
dryness wet or dry rot  
shrinkage evaporation loss of  
weight contamination change in  
temperature colour flavour  
texture or finish vermin insects  
marring or scratching
  - (c) subsidence ground heave or  
landslip or the normal  
settlement or bedding down of  
new structures
  - (d) collapse or cracking of  
buildings
  - (e) bursting overflowing discharging  
or leaking of water tanks  
apparatus or pipes or the  
escape of oil from any fixed  
domestic heating installation  
when the **Premises** are **Vacant  
or Unoccupied**
  - (f) accidental discharge or leakage  
from any automatic sprinkler  
installation if such discharge or  
leakage is caused by freezing or  
when the **Premises** are **Vacant  
or Unoccupied**
6. **Damage** to account books deeds  
manuscripts plans drawings models  
maps records computer disks or  
tapes films transparencies or art  
work resulting from erasure  
distortion of information on  
computer system or other records
- (a) whilst mounted in or on any  
machine or data processing  
apparatus unless caused by  
**Damage** to the machine or  
apparatus or by malicious  
persons
  - (b) due to defects in such records  
or deliberate falsification
  - (c) due to the presence of a  
magnetic flux or the deliberate  
act of the public supply  
undertaking in restricting or  
withholding electricity supply
7. **Damage** resulting from dishonesty  
or fraudulent action by the **Insured**  
or any director partner or  
**Employee** or due to unexplained or  
disappearance or inventory  
shortage or misfiling of information
8. **Damage** to Cash Registers or Tills  
unless they are open whenever the  
**Premises** are closed for business
9. **Damage** to Property caused by
- (a) its own mechanical or electrical  
breakdown or derangement
  - (b) use contrary to the  
manufacturers instructions
  - (c) its undergoing any process

# Policy Cover

## Section 1B – Glass

### Definitions

#### Glass

Fixed plain or wired glass and mirrors at the Premises

#### Sanitaryware

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

#### Cover

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

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

### Extensions

We will also indemnify the **Insured** in respect of:

1. **Damage** to frames or framework following breakage of **Glass**
2. the cost of replacing window alarm foil lettering or painting attached to the **Glass** up to £500 any one occurrence
3. the cost of necessary boarding up pending repair or replacement

### Exceptions

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

# Policy Cover

## Section 1C – Money

### Definition

#### Money

Cash Bank Notes Cheques Girocheques Bankers' Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sales Vouchers V.A.T. Purchase Invoices Customer Redemption Vouchers and unused units in franking machines all the **Insured's** own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the **Insured's** own only whilst in his custody

#### Non-Negotiable Instruments

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

### Cover

- 1. Money** is covered within the **Territorial Limits** against **Damage** while
  - (a)** in the **Insured's** Premises
  - (b)** in transit

- (c)** in a bank night safe until removed by an authorised bank official
- (d)** in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted

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

### Limits of Liability

- 1. Non-Negotiable Instruments** £250,000
- 2. Money** other than as described in 1 above
  - (a)** in transit £5,000
  - (b)** in a bank night safe £5,000
  - (c)** in the **Insured's Premises**
    - when closed for business/outside business hours
      - (i)** contained in a locked safe or strong room £2,000
      - (ii)** not contained in a locked safe or strong room £500
    - during business hours/when open for business £5,000

# Policy Cover

## Section 1C – Money

continued

(d) in the dwelling of the  
**Insured** or of any person  
to whom such **Money**  
is entrusted £500

3. safe strongroom or  
franking machine £5,000

### Exceptions

The **Company** will not be liable under this Section for

1. **Damage** due to the dishonesty of any director partner or **Employee** of the **Insured** unless discovered within ten working days of its occurrence
2. **Damage** due to error or omission in receipts payments or accounting practice
3. indirect loss of any kind
4. **Damage** resulting from a safe or strong room being opened by the use of a key or a combination code through the key or combination code having been left on the **Premises** while closed for business/outside business hours
5. loss or theft from an unattended vehicle
6. **Damage** to **Money** belonging to the Post Office

### Special Condition

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

- (a) the **Money** will be accompanied by not less than two responsible adult persons
- (b) the **Money** will be transported in a secure cash carrying facility

# Policy Cover

## Section 1D – Personal Accident – Assault


### Definition


#### Insured Person

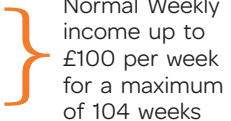
The **Insured** or any director partner or **Employee** of the **Insured** or any person to whom the **Insured** has entrusted **Money** aged not less than 16 and not more than 70 years of age other than an employee of a professional security company or organisation

### Cover

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

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

£10,000
2. bodily injury not resulting in loss of limbs or sight as defined in 1(b) or 1(c) above which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the **Company** that such disablement has continued for 12 months from its occurrence and will in all all probability continue for the remainder of the **Insured Person's** life

£10,000
3. bodily injury which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending his/her usual occupation

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

# Policy Cover

## Section 1D – Personal Accident – Assault

continued

Provided that

- (a) the **Company** shall be liable to make only one payment under either 1 or 2 above in respect of any one **Insured Person** having made such a payment no further payment of this type will be made in the event of subsequent injury resulting from a further occurrence
- (b) weekly compensation under 3 above shall become payable when the period of disablement has been fully ascertained and the total settlement amount agreed or at the request of the **Insured** at intervals of not less than four weeks
- (c) the **Insured Person** shall act upon medical advice as soon as practicable and submit to medical examination at the **Company's** expense as often as they may require

### Additional Cover

#### Medical Expenses

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

#### Damage to Clothing and Personal Effects

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

# Policy Cover

## Section 1E – Goods in Transit

### Cover

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

### Claims Settlement

As defined in Section 1A - Contents

### Exceptions

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

# Policy Cover

## Section 1F – Business Interruption

### Definitions

#### Gross Profit

Sales less purchases (adjusted for opening and closing stock)

#### Rate of Gross Profit

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

#### Outstanding Debit Balances

The amounts outstanding in the **Insured's** records of individual sums owed to the **Insured** by customers

#### Indemnity Period

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

### Cover

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

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

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

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

**(a)** payment has been made or liability admitted

or

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

# Policy Cover

## Section 1F – Business Interruption

continued

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

- (a) **Damage** to property in the vicinity of the **Premises** by a cause covered under the Contents Section which hinders or prevents access to the **Premises**
- (b) **Damage** to the premises of a supplier of the **Insured** by a cause covered under the Contents Section and happening within the **Territorial Limits**
- (c) accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertaking's feed to the **Premises** not occasioned by the deliberate act of any supply company or by the exercise by any such company of its power to withdraw or restrict supply
- (d) the occurrence at the **Premises** of food or drink poisoning vermin pests defective sanitation or any human infections or contagious disease (excluding AIDS or any AIDS related condition) an outbreak of which the Local or Government Authority has stipulated shall be notified to them
- (e) suicide at the **Premises** other than of the policyholder or anyone covered by this **Policy**
- (f) murder at the **Premises** other than committed by the policyholder or anyone covered by this **Policy**

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

### Limits of Liability

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

- (a) £500,000 in respect of interruption at the **Premises**
- (b) £25,000 in respect of untraceable or unrecoverable **Outstanding Debit Balances**
- (c) £25,000 in respect of **Damage** at the premises of a supplier

# Policy Cover

## Section 1F – Business Interruption

continued

### Claims Settlement

The **Company** will pay

1. in respect of reduction in sales – the **Rate of Gross Profit** on any shortfall in expected sales less any charges or expenses which are reduced as a consequence of the interruption
2. in respect of **Outstanding Debit Balances** – the amount by which the **Outstanding Debit Balances** traced and/or received following the **Damage** shall fall short of the **Outstanding Debit Balances** before the **Damage** occurred
3. in respect of additional expenditure – that reasonably incurred to avoid a reduction in sales (but not exceeding the amount which would otherwise have been payable under 1 above) or in tracing and establishing the **Outstanding Debit Balances**
4. in respect of professional accountant's charges – those reasonably incurred by the **Insured** for producing and certifying any particulars required by the **Company** in connection with the investigation and verification of a claim

### Underinsurance

If at the time of occurrence of **Damage** the total of the Sums Insured specified in the **Policy** Schedule in respect of Contents is less than 85% of the reinstatement cost of the Property covered any amount payable under this Section will be proportionately reduced

### Automatic Reinstatement of Limits of Liability

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

- (a) the **Insured** pays the appropriate additional premium under Section 1A – Contents for such reinstatement
- (b) in respect of interruption or interference with the **Business** because of **Damage** by theft or attempted theft the automatic reinstatement of the Limits of Liability shall apply on the first occasion only in any Period of Insurance

### Value Added Tax

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

# Policy Cover

## Section 1G – Legal Liabilities

### Definitions

#### Insured

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

#### Business

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

#### Territorial Limits

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

#### Injury

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

#### Property

Material property

#### Products

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

#### Principal

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

#### Pollution or Contamination

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

# Policy Cover

## Section 1G – Legal Liabilities

continued

### Cover

#### Public Liability

1. in the event of
  - (a) **Injury** to any person other than an **Employee** if such **Injury** arises out of and in the course of their employment by the **Insured**
  - (b) **Damage** to **Property** other than
    - (i) **Property** belonging to the **Insured** or in his custody or control or
    - (ii) **Property** in the custody or control of any **Employee**

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

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

### Employers' Liability

1. in the event of **Injury** to any **Employee** happening during the **Period** of **Insurance** in the **Territorial Limits** in connection with the **Insured's Business** the **Company** will subject to the Limit of Liability indemnify the **Insured** against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury**
2. the **Company** will in addition pay Solicitors fees for representation at any Coroner's Inquest or fatal enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

# Policy Cover

## Section 1G – Legal Liabilities

continued

### Indemnity to other persons

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

1. if the **Insured** so requests
  - (a) any director or **Employee** in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him
  - (b) any officer or member of the **Insured's** canteen social sports or welfare organisations and fire first-aid and ambulance services
2. any **Principal** to the extent that the contract between the **Insured** and such **Principal** so requires in respect of liability arising from the performance of such work on behalf of such **Principal**
3. the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If the **Company** is liable to indemnify more than one party the total amount of indemnity to all such parties including the **Insured** shall not exceed the Limits of Liability

### Additional Cover

#### 1. Loading and Unloading

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

#### 2. Cross Liabilities

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

#### 3. Motor Contingency Liability

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

# Policy Cover

## Section 1G – Legal Liabilities

continued

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

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

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

#### 4. **Health and Safety at Work Act 1974**

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

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

#### 5. **Defective Premises Act 1972**

The **Company** will indemnify the **Insured** in the terms of this Section against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 **or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975** in respect of **Injury** or **Damage** occurring within a period of seven years from the expiry or cancellation of this **Policy**

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

#### 6. **Consumer Protection Act 1987**

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

# Policy Cover

## Section 1G – Legal Liabilities

continued

**Insured** and legal costs and expense incurred with the consent of the **Company** in an appeal against conviction arising from such proceedings

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

### 7. Damage to Leased or Rented Premises

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

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

### 8. Employees and Visitors Effects

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

### 9. Wrongful Arrest

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

### Limits of Liability

#### 1. Employers' Liability

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

#### 2. Public Liability

- (a) any other claim or number of claims arising out of one cause including claimants costs and expenses shall not exceed the limit shown in the Schedule

Provided that the **Company's** liability in any one Period of Insurance in respect of

# Policy Cover

## Section 1G – Legal Liabilities

continued

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

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

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

### Exceptions

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

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

1. any liability for
  - (a) any amount in respect of liquidated damages fines or penalties

(b) **Injury** or **Damage** caused by **Products**

which attaches solely because of a contract

2. (a) the cost of rectifying defective work

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

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

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

# Policy Cover

## Section 1G – Legal Liabilities

continued

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

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

(a) the exercise by the **Insured** his partners assistants **Employees** or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications

(b) the dispensing of medicine

(c) the giving of advice or treatment

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

7. **Injury or Damage** which arises directly or indirectly from **Pollution** or **Contamination** unless such **Pollution** or **Contamination** is caused by a sudden identifiable unintended and unexpected

incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

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

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

# Policy Cover

## Section 1G – Legal Liabilities

continued

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

### The following Exceptions apply only to Employers' Liability

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

- 10. Injury** arising in connection with work on offshore installations or transit thereto or therefrom
- 11. Injury** arising when any **Employee** is
- (i) carried in or upon a vehicle
  - (ii) entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation requires insurance or security

### Right of recovery

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

But the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

# Policy Cover

## Section 2 – Buildings

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

### Definition

#### Buildings

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

### Cover

1. the **Buildings** described in the **Policy** Schedule belonging to the **Insured** or for which the **Insured** is legally responsible are covered against **Damage** by the causes specified in Cover of Section 1A – Contents other than theft attempted theft or **Damage** to fixed glass (including its framework lettering or any intruder alarm foil attached to it) at the **Premises**
2. following **Damage** covered by this Section the **Company** will also pay for
  - (a) Removal of Debris costs incurred with the consent of the **Company** in removing debris dismantling demolishing shoring up or propping that part of the **Buildings** destroyed or damaged
  - (b) Architects and Surveyors Fees architects surveyors consultants and legal fees necessarily incurred in the reinstatement of the **Buildings** but not for preparing any claim
  - (c) Public Authorities the additional cost of reinstatement of the **Buildings** incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding
    - (i) cost incurred in complying with such regulations or bye-laws under which notice has been served upon the **Insured** prior to the happening of the **Damage** or in respect of undamaged parts of the **Buildings**
    - (ii) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws

# Policy Cover

## Section 2 – Buildings

continued

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

### Additional Cover

#### Contracting Purchasers Interest

The cover provided by this Section in the event of the **Insured** contracting to sell the **Buildings** is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **Buildings** are not otherwise insured

#### Underground Services

The cover provided by this Section is extended to include accidental **Damage** to underground service pipes and cables between the **Premises** and the public mains for which the **Insured** is responsible

### Limit of Liability

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

### Index Linking

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

Provided that

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

### Protection after loss

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

# Policy Cover

## Section 2 – Buildings

continued

### Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the **Buildings** equal to their condition as new provided that

1. this is carried out without delay and in the most economical manner
2. when any **Building** is partially damaged the **Company's** liability shall not exceed the reinstated cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged **Building** is not reinstated a loss will be settled after allowance for depreciation

### Underinsurance

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

### Automatic Reinstatement of Sums Insured

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

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sums Insured
2. the **Insured** implements without delay any amendments to the protections of the **Premises** that the **Company** may require

### Exceptions

The **Company** will not be liable under this Section for **Damage**

1. by frost subsidence ground heave landslip of the normal settlement or bedding down of new structures
2. to fences or gates caused by storm or flood
3. to fixed water or heating installations caused by or arising from rusting corrosion wear tear or deterioration

# Policy Cover

## Section 3 – Refrigerated Stock

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

### Definitions

#### Appliance

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

#### Stock

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

### Cover

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

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

### Limit of Liability

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

### Index Linking

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

Provided that

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

### Automatic Reinstatement of Loss

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

# Policy Cover

## Section 3 – Refrigerated Stock

continued

### Underinsurance

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

### Exception

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

### Special Condition

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

# Policy Cover

## Section 4 – Loss of Licence

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

### Definitions

#### Licence

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

#### Insured

Includes for the purposes of this Section the licence holder

### Cover

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

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

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

### Limit of Liability

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

### Special Conditions

The **Insured** shall immediately notify the **Company** in writing of any

1. complaint about the **Premises** or about the conduct or control of the **Business**
2. transfer or proposed transfer of the **Licence**
3. changes in tenancy or management of the **Premises**
4. objection to renewal of the **Licence** or any circumstances which may endanger the renewal of the **Licence**

# Policy Cover

## Section 4 – Loss of Licence

continued

5. proceedings against or conviction of the **Insured** or the licence holder at the **Premises** for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his honesty moral standing or sobriety

### Exceptions

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

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

# Policy Cover

## Section 5 – Treatment Risk

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

### Definitions

#### Treatment

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

#### Qualified Operator

Any person 18 years or over who has either

- (a) more than 3 years continuous experience of professional hairdressing or beauty treatments or
- (b) completed 2 years technical college training in hairdressing or beauty treatment

#### Operation

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

#### Definitions

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

#### Exceptions

The **Company** will not be liable under this Section in respect of

1. the application or use of any lotion hair dye or other preparation wholly or partly manufactured produced mixed or treated in any way by the **Insured** or any **Employee**

# Policy Cover

## Section 5 – Treatment Risk

continued

2. use of any product contrary to the makers or vendors instructions
3. any treatment carried out by any person other than a **Qualified Operator** except
  - (a) the washing and drying of hair hairpieces or wigs
  - (b) whilst such person is under the direct and continuous supervision of a **Qualified Operator**
4. any electrical treatment violet ray treatment treatment of the eyes vibro massage other than of the scalp hypodermic injection surgical operation or any operation involving the removal or piercing of skin
5. ear piercing unless by the gun and stud method
6. the use of sunbeds or solariums
7. any treatment not listed in the

### **Definitions**

### **Special Conditions**

#### **Sterilisation**

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

#### **Limit of Liability**

£250,000 for all claims relating to one cause or incident

# How to make a claim

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

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

**Utilise the Helpline facility – see the inside front cover of Your Policy Booklet**

2. notify the Police of any incident involving loss Theft Malicious Damage or Vandalism
3. notify **Us** as soon as possible giving full details of the incident

**We** will

- (i) check the **Policy** cover to ascertain as far as practical at this stage that a valid claim exists
- (ii) appoint a Loss Adjuster at **Our** discretion
4. send to **Us** immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** written consent

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

6. **We** shall be entitled to

- (i) enter any of the buildings where Bodily **Injury** Loss or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
- (ii) negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** deem appropriate
- (iii) prosecute in **Your** name for **Our** own benefit any claim against any other person in respect of any amount paid or payable

7. **You** can fax any documentation relating to commercial claims to the following dedicated fax number – **0845 604 8628** or in writing to – **Commercial Care Line, PO Box 471, Cardiff CF10 3WJ**

# About MMA

MMA Insurance plc is a financially secure, well established UK insurer and a wholly owned subsidiary of French multi-national MMA IARD Assurances Mutuelles, a mutual insurer of some 180 years standing and part of Europe's leading insurance mutual, Covéa. We offer a range of bespoke and package products for small to medium sized businesses as well as household and motor insurance.

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA 'A- Stable') and reliability for over 50 years. Our long-term approach to doing business exclusively with our broker community ensures that we listen to their needs and respond with practical solutions that are sustainable. This spirit of partnership and mutual respect has resulted in very strong relationships with brokers across the UK.

MMA Insurance is a member of the Association of British insurers and is covered by the Financial Ombudsman Service. MMA is authorised and regulated by the Financial Services Authority.

All information in this document is correct at the time of printing (March 2011), for full up to date information please visit our website **[www.mma-insurance.com](http://www.mma-insurance.com)**







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