



Open for business

Shop



Shop Insurance Policy

Please read this document carefully. Full terms and conditions can be found within the Policy Booklet.

The Shop Insurance policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Booklet.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

Optional Cover

Section 1: The Structure

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> • Available on a "Specified Contingencies" basis with the option to include "Accidental Damage" • Subsidence is available as an option in most cases 	<ul style="list-style-type: none"> • Accidental Damage to underground service pipes and cables • Ground rent – up to 2 years whilst uninhabitable and up to a maximum of 10% of the Buildings Sum Insured • Public authorities • Professional fees reasonably incurred in the repair or reinstatement of property • Capital Additions – up to 10% of Sum Insured or £250,000 whichever is less • Cost of debris removal/re-erection 	<ul style="list-style-type: none"> • Index Linking • Basis of Claims Settlement – reinstatement • Reinstatement of Sum Insured following a loss • Excess – as per schedule • Roof Condition • Subsidence • Portable Heaters 	<ul style="list-style-type: none"> • Bursting by steam pressure boilers • Cessation of work or government action • Change in water table level • Storm, tempest and flood damage to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures • Storm, tempest and flood damage caused by frost, subsidence, ground heave or landslip

Section 1: The Structure *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> • Fire Brigade and Rescue Services Damage to Grounds – up to £25,000 during any one period of insurance • Contracting Purchaser's Interest • Trace and Access – up to £25,000 in total for all claims or series of claims, arising out of any one original cause • Clearing of drains 		<ul style="list-style-type: none"> • Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises • Theft of property in the open • Damage by malicious persons to property in the open unless otherwise agreed • Damage by malicious persons to property in any structure incapable of being locked • Vacant or Disused Premises have the following Contingencies excluded after 30 days: <ul style="list-style-type: none"> – Malicious Persons; – Theft or any attempted Theft; – Escape of Water; – Leakage of beverages from storage containers, pipes and apparatus; – Accidental Discharge or Leakage of Automatic Sprinkler Installations due to freezing; – Accidental Damage to Glass and Sanitary Wear, unless the Policy is endorsed to the contrary • Damage due to breakage or collapse of aerials, satellite dishes or falling trees • Property more specifically insured • Damage to Glass or Sanitary Ware as defined under Section 6 – other than by Fire, Lightning or Explosion • Damage to any electrical signs or its installation • Damage caused by the bursting of a boiler due to steam pressure other than in respect of engineering damage • Damage due to testing of any boiler, pressure vessel or electrical equipment <p>If Accidental Damage selected:</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> • Wear and tear, the action of light and atmosphere • Moth, vermin or insects • Any process of cleaning, dyeing, restoring or repairing • Wind, hail, sleet snow, flood or dust damage to walls, • Subsidence, landslip or ground heave • Corrosion, wet or dry rot, marring or scratching • Normal settlement or bedding down of new structures • Inherent vice, latent defect, gradual deterioration

Section 1: The Structure *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • Faulty or defective workmanship • Collapse or cracking of Buildings • Maintenance, redecoration or repair costs <p>If subsidence, ground heave and landslip selected:</p> <ul style="list-style-type: none"> • Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building • Damage which originated prior to inception of cover • Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises • Damage resulting from groundworks or excavation at the same premises <p>Damage caused by:</p> <ul style="list-style-type: none"> • 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 • Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

Standard Cover

Section 2: Trade Contents

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Available on a "Specified Contingencies" basis with option to include "Accidental Damage" Subsidence is available as an option in most cases 	<ul style="list-style-type: none"> Accidental Damage to underground service pipes and cables Theft damage to buildings Temporary removal of contents, excluding Stock, for cleaning, renovation, repair or similar purposes up to a limit of 20% of the Business Contents sum insured Temporary removal of contents including Stock (Directors, Partners or Employees Homes) – up to £5,000 in aggregate during any one period of insurance Cost of replacing locks following loss of keys, by theft or robbery – up to £25,000 Seasonal Increases for Stock – up to 30% Cost of debris removal /re-erection Loss of Oil and Metered Water – up to £15,000 during any one period of insurance Attractive Commodities – Cover includes cigarettes, cigars tobacco and/or wines and spirits up to £500 when not specifically mentioned in the schedule Fire Brigade and Rescue Services Damage to Grounds – up to £25,000 during any one period of insurance Capital Additions up to a limit of 10% of the Business Contents sum insured or £250,000, whichever is less Cover whilst at indoor exhibitions, excluding theft unless involving forcible and violent entry to or exit from the exhibition premises – up to £10,000 during any one period of insurance Lottery Equipment Third Party Storage Sites up to £1,000 any one claim and £5,000 in any one period of insurance Removal of Nests – up to £1,000 for any one claim Fire Extinguishment and Security Equipment Expenses up to £5,000 any one claim 	<ul style="list-style-type: none"> Index Linking Basis of settlement varies for Stock and Business Contents Reinstatement of Sum Insured following a loss Excess – as per schedule Roof Condition Stillage Portable Heaters Subsidence 	<ul style="list-style-type: none"> Bursting by steam pressure boilers Cessation of work or government action Change in water table level Storm, tempest and flood damage to moveable property in the open or in open sided structures Storm, tempest and flood damage caused by frost, subsidence, ground heave or landslip Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises Theft of property in the open, jewellery and other valuables unless otherwise agreed Damage by malicious persons to property in the open unless otherwise agreed Damage by malicious persons to property in any structure incapable of being locked Vacant or Disused Premises have the following Contingencies excluded after 30 days: <ul style="list-style-type: none"> Malicious Persons; Theft or any attempted Theft; Escape of Water; Leakage of beverages from storage containers, pipes and apparatus; Accidental Discharge or Leakage of Automatic Sprinkler Installations due to freezing; Accidental Damage to Glass and Sanitary Wear, unless the Policy is endorsed to the contrary Damage due to leakage of beverages from bottled stock Theft, other than theft involving forcible and violent entry to or exit from buildings Any loss only discovered during stocktaking Damage due to testing of any boiler, pressure vessel or electrical equipment Loss or damage recoverable under maintenance agreement, warranty or guarantee <p>Damage to:</p> <ul style="list-style-type: none"> Bills of exchange, money, promissory notes, securities, deeds, bonds etc.

Section 2: Trade Contents *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • Business books, plans and specifications, designs and computer records • Jewellery, furs and precious stones and metals • Property in the open • Damage to Stock resulting from storm, flood, escape of water, leakage of fuel or beverages unless stored at least six inches above floor level • Property more specifically insured • Any particular piece of equipment or appliance by self ignition, short circuit excess pressure etc unless more specifically insured under the Policy Extensions • Any electrical signs or its installation <p>Damage caused by:</p> <ul style="list-style-type: none"> • Confiscation or detention by Customs or other officials or authorities <p>If "Accidental Damage" selected:</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> • Wear and tear, erosion, the action of light and atmosphere • Moth, vermin or insects • Any process of cleaning, dyeing, restoring or repairing • Corrosion, wet or dry rot, marring or scratching • Subsidence, landslip or ground heave • Inherent vice, latent defect, gradual deterioration • Any machine arising from mechanical, electrical or electronic breakdown • Normal maintenance or repair • Faulty or defective workmanship • Erasure or distortion of information on computer records • Confiscation or detention by Customs or other officials or authorities • Dishonesty or fraud by Your employees or anyone lawfully on the premises • Any shortage due to error or omission • Damage to property in transit <p>If subsidence, ground heave and landslip selected:</p> <ul style="list-style-type: none"> • Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building

Section 2: Trade Contents *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • Damage which originated prior to inception of cover • Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises • Damage resulting from groundworks or excavation at the same premises <p>Damage caused by:</p> <ul style="list-style-type: none"> • 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 • Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

Standard Cover

Section 3: Public and Products Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal liability to pay damages and associated costs in respect of:</p> <ul style="list-style-type: none"> • Accidental death disease or illness • Damage to physical property • Obstruction, trespass, nuisance or interference with air, light, water or way • wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy • Public Liability, Indemnity limit shown on the schedule (any one occurrence) • Products Liability, Indemnity limit shown on the schedule (in total during any one period of insurance) • Territorial Limits <ul style="list-style-type: none"> – the United Kingdom, the Channel Islands and the Isle of Man; – elsewhere in the world for visits in connection with the Business undertaken by You or Your directors or Your partners or Employees normally resident in UK the Channel Islands and the Isle of Man for performance of non-manual work. (see also Overseas Personal Liability Extension) 	<ul style="list-style-type: none"> • Cross Liabilities • Motor Contingent Liability • Defective Premises Act 1972 • Health & Safety at Work, etc Act 1974 • Consumer Protection and Food Safety Acts • Damage to Leased & Rented Premises • Employees / Visitors and Customers Personal Effects • Compensation for Court Attendance connected to a claim – up to £500 per day for each director/partner and £250 per day for each employee • Additional Persons Insured • Corporate Manslaughter and Corporate Homicide Act 2007 – maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance • Overseas Personal Liability • Data Protection Legislation 2018 	<ul style="list-style-type: none"> • Excess – as per schedule 	<ul style="list-style-type: none"> • Excluding manual work away from Your premises (other than collection or delivery) • Injury or damage arising from any mechanically propelled vehicle or any vessel made to float on, in or travel through water, air or space • Breach of professional duty, malpractice of any nature, treatment, examination, prescription, surgical operation, medical procedures or advice given • Sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind other than the sale or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment • Damage arising from any work carried out on motorised vehicles or motorised cycles • The cost of replacing or making good faulty, defective or incorrect: <ul style="list-style-type: none"> a workmanship; or b Products Supplied • Pollution or Contamination unless from a sudden and identifiable unintended and unexpected incident

Section 3: Public and Products Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • Pollution or Contamination occurring in the USA and/or Canada and/or their dependencies or trust territories • Damage to any commodity or thing supplied installed or erected by you • Damage to costs and expenses involved in the repair, alteration, recall, replacement, removal or dismantling of any Products supplied • Liquidated damages, fines or penalties • Punitive, exemplary or aggravated damages • Products supplied which to your knowledge are exported to the USA or Canada

Optional Cover

Section 3 Extension 1: Hair and Beauty Treatment

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> • Indemnity limit shown on the schedule (any one occurrence) 	<ul style="list-style-type: none"> • As shown under Section 3 	<ul style="list-style-type: none"> • As shown under Section 3 <p>The following additional conditions also apply:</p> <ul style="list-style-type: none"> • Limit of Liability • Medically Qualified Clinicians 	<ul style="list-style-type: none"> • As shown under Section 3 <p>The following additional exclusions also apply:</p> <ul style="list-style-type: none"> • Application of any lotion, hair dye or other preparation manufactured, produced, mixed or treated by You or anyone acting on Your behalf • Failure to make prior skin tests before use and/or subsequent procedures required or recommended by the makers or vendors of any lotion, hair dye or other preparation • Any treatment carried out by a person other than a Suitably Trained Person except: <ul style="list-style-type: none"> – the washing and drying of hair, hairpieces or wigs – whilst such person is under the direct and continuous supervision of a Suitably Trained Person • Vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectable beauty and aesthetic treatments or body piercing

Section 3 Extension 2: Work Away

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> As shown under Section 3 	<ul style="list-style-type: none"> As shown under Section 3 	<ul style="list-style-type: none"> As shown under Section 3 	<ul style="list-style-type: none"> As shown under Section 3

Standard Cover

Section 4: Employers Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to Employees Indemnity limit £10,000,000 (inclusive of legal costs), unless otherwise shown in the Schedule Territorial Limits <ul style="list-style-type: none"> the United Kingdom, the Channel Islands and the Isle of Man; elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Your Partners or Employees normally resident in 1 above in respect of the performance of non-manual work 	<ul style="list-style-type: none"> Health & Safety at Work, etc. Act 1974 Compensation for Court Attendance connected to a claim – up to £500 per day for each director/partner and £250 per day for each employee Unsatisfied Court Judgements Additional Persons Insured Corporate Manslaughter and Corporate Homicide Act 2007 – maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance Cross Liabilities 	<ul style="list-style-type: none"> Law Applicable – UK, Channel Islands and Isle of Man 	<ul style="list-style-type: none"> Injury to Employees resulting from being in or on any of Your vehicles whilst on the road under terms of part VI of the Road Traffic Act 1988 Injury arising in connection with any visit to or work on any offshore rig or platform

Optional Cover

Section 4 Extension 1: Injury to Working Partners

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> As shown under Section 4 	<ul style="list-style-type: none"> As shown under Section 4 	<ul style="list-style-type: none"> As shown under Section 4 	<ul style="list-style-type: none"> As shown under Section 4 <p>The following additional exclusions also apply:</p> <ul style="list-style-type: none"> Any injury sustained whilst the working partner is not working in connection with the Business Any injury that is caused by the negligence of another partner or employee whilst not working in the Business

Standard Cover

Section 5: Business Interruption

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Cover for Loss of Gross Income, sum insured shown on the schedule Indemnity period shown on the schedule Book Debts sum insured shown on the schedule Available on a "Specified Contingencies" or an "All Risks" basis Subsidence is available as an option in most cases 	<ul style="list-style-type: none"> Prevention / Denial of access Failure of public utilities – gas, electricity, water (for at least 30 minutes) or telecommunications Suppliers (up to 10% of the sum insured) or £50,000 which ever is lower Closure Local Authority closure of premises due to vermin or defective sanitation Disease (as specified in the policy), food poisoning, murder, suicide occurring at the premises Prevention or hindrance of access to Your premises resulting from the actions or advice of a competent public authority due to an emergency as described within the policy (excluding any loss during the first four hours) Property in Transit Contract Sites National Lottery Bomb Scares (excluding: any loss during the first four hours; or any loss occurring in Northern Ireland) Essential Personnel 	<ul style="list-style-type: none"> Reinstatement of the sum insured following a loss Current Cost accounting adjustments disregarded Payments will be exclusive of VAT First Financial Year clause Outstanding debit balance recording and storage 	<ul style="list-style-type: none"> As shown under Sections 1, 2 and 6 <p>The following additional exclusions apply to Book Debts:</p> <ul style="list-style-type: none"> Deliberate loss or corruption of electronically stored information Deliberate falsification of business records Mislaying or misfiling of tapes records Deliberate act of the public supply undertaking in restricting or withholding electricity supply Wear and tear and gradual deterioration, vermin, rust, damp or mildew Dishonest or fraudulent acts by any of your employees Erasure and distortion of information on computer records

Section 6 Sub Section 1: Glass

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Breakage of fixed glass and sanitary ware up to sum insured shown on the schedule Reasonable boarding up costs 	<ul style="list-style-type: none"> Damage to frames or framework Cost of necessary removal or replacement of fixtures and fittings Cost of replacing alarm foil, lettering, painting etc on Glass following breakage 	<ul style="list-style-type: none"> Excess – as per schedule 	<ul style="list-style-type: none"> Fire, Lightning or Explosion or consequent salvage operations Removal, installation or repairs/ alterations to the Premises Damage from theft unless covered under Section 2 of the Policy Any flawed or broken item at commencement of policy In any portion of the Building which is vacant or disused

Section 6 Sub Section 2: All Risks on Fixed Signs

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> “All Risks” on signs and nameplates up to sum insured shown on the schedule 		<ul style="list-style-type: none"> Excess – as per schedule 	<ul style="list-style-type: none"> Wear, tear, action of light or atmosphere, moths, vermin or insects Cleaning, dyeing, restoring, adjusting or repairing Corrosion, dampness, dryness, rot, scratching or deterioration Installation, fitting or removal Breakdown, adjustment, maintenance or repair

Section 6 Sub Section 3: Goods in Transit

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Trade Contents whilst in transit by vehicles owned, hired or leased by You anywhere within the United Kingdom the Channel Islands the Isle of Man and the Republic of Ireland including sea transits between any of these territories, up to sum insured shown on the schedule 		<ul style="list-style-type: none"> Basis of settlement varies for Stock and Business Contents Reinstatement of Sum Insured following a loss Excess – as per schedule 	<ul style="list-style-type: none"> Theft from unattended vehicles unless: <ul style="list-style-type: none"> the vehicle is securely locked at all points of access the vehicle is kept within a securely locked building between the hours of 9.00 p.m. and 6.00. a.m. Deterioration of goods due to faulty stowage or incorrect setting or operation of the equipment Damage due to natural deterioration Loss of market, Damage due to delay, indirect loss of any kind or any other loss as a direct consequence of Damage Damage to bills of exchange money, promissory notes, securities, stamps, precious metals, jewellery Death of or injury to living creatures Spillage, leakage, contamination, deterioration or breakdown unless traceable to fire or road accident

Section 7: Loss of Money

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Loss of Money – up to the limits shown on the schedule In transit In a bank night safe In Your home, or that of your partners, directors or employees In Your premises Territorial Limits of United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland 	<ul style="list-style-type: none"> Damage to Safes and Carrying Cases Unauthorised Use of Company Credit Cards – up to £1000 during any one period of insurance 	<ul style="list-style-type: none"> Accompaniment requirements for money in transit Safe keys and notes of combinations are to be removed from the premises outside business hours All cash tills must be left open with all contents deposited in a secure place not in the vicinity of the cash tills after business hours. 	<ul style="list-style-type: none"> Losses arising from fraud or dishonesty unless discovered within 14 days of the event Shortages due to error or omission Losses from unattended vehicles Losses in Northern Ireland resulting from riot or civil commotion Losses covered by a fidelity guarantee policy

Standard Cover

Section 8: Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Cover is only available for partners, directors and employees aged 16 to 75 years.</p> <p>Cover is only for Bodily Injury sustained during robbery or attempted robbery which occurs during the course of the Business resulting in:</p> <ul style="list-style-type: none"> • Death • Loss of limbs or sight • Permanent total disablement • Temporary total disablement • Temporary partial disablement • Incurred medical expenses <p>Up to the benefits for each item shown on the schedule</p>	<ul style="list-style-type: none"> • Damage to Personal Effects – up to £1,000 per person • Victim Support 	<ul style="list-style-type: none"> • Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years • Limit of Liability • Referral to Medical Practitioner 	<ul style="list-style-type: none"> • Illness or disease not resulting from bodily injury • Bodily injury due to a gradually operating cause • Self-injury, provoked assault or wilful exposure to needless peril • Death or disablement contributed to or accelerated by the influence of alcohol or non-prescribed drugs

Optional Cover

Section 9: Specified All Risks

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Geographical Limit and Sum Insured for each item as shown in the schedule</p> <p>Geographical Limits being either:</p> <ul style="list-style-type: none"> • Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man • Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union or • Worldwide which means anywhere in the world 		<ul style="list-style-type: none"> • Basis of Claims Settlement – reinstatement • Excess – as per schedule 	<ul style="list-style-type: none"> • Inherent vice, deterioration, wear and tear • Faulty or defective workmanship • Bursting by steam pressure of non-domestic boilers • Corrosion, rust, wet or dry rot, vermin • Change in temperature • Theft or attempted theft from an unattended vehicle unless secured or from unattended/ closed premises unless secured • Cracking or collapse of boilers and other pressure vessels • Mechanical or electrical breakdown or derangement • Subsidence, heave or landslip • Fraud or dishonesty • Disappearance or unexplained shortage • Electrical or magnetic disturbance of electronic records (other than by lightning) • Weather damage to moveable property in the open or in open sided buildings • Fire damage to property undergoing any heat process • Damage to property (other than by fire or explosion) resulting from any production or repair process

Section 9: Specified All Risks *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • Delay or seizure of goods by the government or other authority • Loss of market loss of use devaluation or any indirect loss of any kind • Property whilst in transit by air unless carried as hand luggage

Optional Cover

Section 10: Loss of Licence

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Loss of an excisable liquor licence from causes beyond Your control giving rise to:</p> <ul style="list-style-type: none"> • Reduction in gross income • Reasonable additional expenses incurred in maintaining Your gross income • Reduction in the value of Your premises and/or business • Other costs and expenses incurred by You with Our written consent • Auditors or accountants charges incurred whilst dealing with a claim <p>Up to the compensation as shown in the schedule</p>		<ul style="list-style-type: none"> • VAT excluded • Alternative Trading • Change of circumstances must be notified • Transfer of licence • Forfeiture or refused licence renewal 	<ul style="list-style-type: none"> • Any loss where you are entitled to compensation under legislation • If alteration permission is not granted • Closure not required by law • Premises not maintained in a fit state of sanitary condition • Failure to comply with licensing authority requirements • Forfeiture or failure to renew licence due to Your misconduct, neglect or failure to keep the licence in force • Non-renewal of the licence where you had been told that the licence would not be renewed due to town or country planning decisions • Changes to water table level

Optional Cover

Section 11: Personal Accident

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Cover is only available for partners, directors and employees aged 16 to 75 years.</p> <p>Cover for named people suffering bodily injury resulting in:</p> <ul style="list-style-type: none"> • Death • Loss of limbs or sight • Permanent total disablement • Temporary total disablement • Incurred Medical Expenses <p>Up to the benefits for each item as shown in the schedule</p>		<ul style="list-style-type: none"> • Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years • Limit of Liability • Change in Circumstances 	<ul style="list-style-type: none"> • Flying other than as passenger on bona fide airline • Winter sports and other hazardous pursuits • Illness or disease or gradually operating cause • Self-injury, provoked assault or wilful exposure to needless peril • Influence of alcohol or non-prescribed drugs • Pre-existing defect • Failure to obtain or follow proper medical advice

Section 12: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal expenses up to £100,000 in relation to the following:</p> <ul style="list-style-type: none"> • Employment disputes, compensation awards and service occupancy (compensation awards up to £1,000,000 during any one period of insurance) • Legal defence • Property protection • Personal Injury • Tax protection <ul style="list-style-type: none"> – Full or aspect enquiries (up to £5,000 per enquiry) – Tax intervention enquiries (up to £5,000 per enquiry) – Employers compliance – VAT disputes • Statutory licence appeal • Contract disputes • Debt recovery • Tenancy disputes • Countries Covered <ul style="list-style-type: none"> – For Legal Defence Insured Incidents (excluding 5 Statutory Notice Appeals), and H Personal injury: the United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey. – For all other Insured Incidents: The United Kingdom, the Isle of Man, the Channel Islands <p>Claims under this section are dealt with and managed by DAS Legal Expenses Insurance Company Limited on behalf of NIG</p>	<ul style="list-style-type: none"> • Necessary and reasonable legal costs • Reasonable accountants costs • Attendance expenses 	<p>General</p> <p>You must:</p> <ul style="list-style-type: none"> • Keep to the terms and conditions of this Section • Notify DAS immediately of any changes • Take every step to keep costs and expenses as low as possible • Try to prevent anything happening that may cause a claim • DAS can takeover any claim or legal proceeding at any time • Before you choose a lawyer or an accountant, DAS can appoint a "Representative" • Any settlement must be made with the consent of DAS <p>Compensation Awards</p> <ul style="list-style-type: none"> • In cases of performance and/ or conduct, throughout the employment dispute you either must follow: <ul style="list-style-type: none"> – ACAS code of disciplinary – Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or – Sought and followed advice from DAS <p>Tax Protection</p> <ul style="list-style-type: none"> • You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion and are in direct connection with the Business <p>Contract Disputes</p> <ul style="list-style-type: none"> • The amount in dispute exceeds £500. If the amount in dispute exceeds £5,000, you must pay the first £500 of "Legal Costs" in each and every claim • If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 • If the dispute relates to money owed to the "Insured Person", a claim under this Section is made within 90 days of the money becoming due and payable <p>Debt Recovery</p> <p>Provided that:</p> <ul style="list-style-type: none"> • The debt exceeds £500 (including VAT) • A claim for debt recovery is made within 90 days of the money becoming due and payable 	<p>General</p> <ul style="list-style-type: none"> • Any claim reported to DAS more than 180 days after the date you should have known about an insured incident • Any costs and expenses that are incurred before DAS agree to accept the claim • Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under Insured Incidents: Compensation Awards; Legal Defence) • Any claim relating to patents, copyrights, trademarks, registered designs etc • Judicial review • Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this policy • Any claim relating to rights under a franchise or agency agreement • Any claim relating to a shareholding or partnership share in the business • Any claim where you: <ul style="list-style-type: none"> – are declared bankrupt or in liquidation – have filed a bankruptcy or winding up petition • Any claim relating to remarks that damage the Insured Person's reputation • Any claim where an Insured Person is not represented by a law firm, barrister or tax expert <p>Employment Disputes</p> <ul style="list-style-type: none"> • Any claim in respect of damages for personal injury • Any claim arising from Transfer of Undertakings Regulations (TUPE) <p>Compensation Awards</p> <p>Any compensation awards relating to:</p> <ul style="list-style-type: none"> • Trade union activities, trade union membership or non-membership • Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996 <p>Service Occupancy</p> <ul style="list-style-type: none"> • Any claim relating to defending your legal rights (other than a counter-claim) that is an Insured Incident

Section 12: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<p>Legal Defence</p> <ul style="list-style-type: none"> Any claim for prosecution due to the alleged infringement of road traffic laws in connection with ownership or use of a motor vehicle <p>Property Protection</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> A contract entered into by you Goods in transit or goods lent or hired out Mining subsidence A motor vehicle owned or used by, or hired or leased to you (other than damage to a motor vehicle where your business is the selling of motor vehicles) <p>Personal Injury</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> Any illness or bodily injury that happens gradually psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury Defending you or your family members legal rights other than a counter-claim which is an Insured Incident Clinical negligence <p>Tax Protection</p> <p>Any claim:</p> <ul style="list-style-type: none"> Arising from a tax avoidance scheme Caused by your failure to register for VAT or PAYE Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences <p>Statutory Licence Appeal</p> <ul style="list-style-type: none"> The original application or renewal application of a statutory licence or British Standard Certificate of Registration Any licence appeal relating to ownership, driving or use of a motor vehicle <p>Contract Disputes</p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person" A dispute with an employee or an ex-employee A dispute relating to an insurance policy, other than when Your insurer refuses Your claim

Section 12: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement) • A loan, mortgage, pension or other financial product (other than a dispute with a professional adviser in connection with these matters) <p>Debt Recovery Any claim relating to the following:</p> <ul style="list-style-type: none"> • A dispute arising prior to policy inception if the Date of Occurrence is within the first 90 days of the indemnity provided by this section • The settlement payable under an insurance policy • A lease, licence or tenancy of land or buildings • A loan, mortgage, pension or other financial product (other than a dispute with a professional adviser in connection with these matters) • A motor vehicle owned or used by, or hired or leased to you (other than where your business is the selling of motor vehicles) <p>Tenancy Disputes Any claim arising from or relating to:</p> <ul style="list-style-type: none"> • The negotiation, review or renewal of the lease or tenancy agreement • A dispute arising from or relating to rent or service charges

Section 13: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> Terrorism <ul style="list-style-type: none"> Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business Non-Damage Business Interruption <p>as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.</p> <p>Provided that Our liability will not exceed in any one Period of Insurance:</p> <ul style="list-style-type: none"> in all the total Sum Insured; or for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less. 		<ul style="list-style-type: none"> Indemnity is subject to: <ul style="list-style-type: none"> HM Treasury has certified that an event or events have been an Act of Terrorism or a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that any Damage was caused by an Act of Terrorism Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance will not apply to Terrorism insurance Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance 	<ul style="list-style-type: none"> Cover excludes the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded Damage to any Residential Property insured in the name of a Private Individual

Policy Extensions

Extension 1: Equipment Breakdown

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Equipment Breakdown</p> <p>The insurance by Sections 1 and 2 (if operative) of the Policy is extended to include cover for direct physical Damage caused to Covered Equipment resulting from an Accident.</p>	<ul style="list-style-type: none"> Contamination by a Hazardous Substance – up to £10,000 in any one period of insurance Computer Equipment – up to £250,000 any one Accident Costs incurred in reinstating data – up to £25,000 in any one period of insurance Reasonable costs incurred to minimise or prevent interruptions to computer operations – up to £25,000 in any one period of insurance Loss of Gross Income caused by an Accident to Covered Equipment – up to £30,000 in any one Period of Insurance Perishable Goods – up to £15,000 for frozen and chilled foodstuffs and up to £5,000 for any other perishable good any one Accident 	<ul style="list-style-type: none"> Precautions Back Up Records Excess 	<ul style="list-style-type: none"> Damage to any Computer Equipment which is recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement. Loss resulting from the delay in resuming operations resulting from the need to reconstruct or re-input data or programs on media Damage caused by or resulting from a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, an insulation breakdown test of any type of electrical equipment or depletion, deterioration, corrosion, erosion, wear and tear or any gradually developing condition.

Extension 1: Equipment Breakdown *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> Expediting Expenses – up to £20,000 any one Accident Increase in loss due to public authority, ordinance or law in force at that time Cost of hire charges for hiring a substitute item during the period of repair – up to £5,000 in any one period of insurance Loss caused by an accident to storage tanks or water tanks – up to £7,500 any one Accident Reasonable costs incurred to take exceptional measures to prevent or mitigate impending damage to the Covered Equipment – up to £5,000 in any one period of insurance Loss to property resulting from explosion of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel – up to £1,000,000 any one Accident 		<ul style="list-style-type: none"> Loss or damage of any kind caused by a Cyber Event Damage to data or media caused by programming error or programming limitation, loss of data, loss of access, loss of use or loss of functionality. Any biomass, biogas or hydroelectric installation

General Conditions

<ul style="list-style-type: none"> Cancellation Unoccupancy Interest Clause Changes to Your Cover Fair Presentation of the Risk 	<ul style="list-style-type: none"> Instalments Fire Extinguishment Contracts (Rights of Third Parties) Act 1999 Reasonable Precautions 	<ul style="list-style-type: none"> Security Protections Commercial Kitchen Equipment Fire Extinguishing Appliances Electrical Inspection Change of Risk or Interest 	<ul style="list-style-type: none"> Security Choice of Law Automated Teller Machine Sanctions, Prohibitions or Restrictions
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Claims Conditions

<ul style="list-style-type: none"> Action by You Our Rights 	<ul style="list-style-type: none"> Fraudulent Claims Conditions Precedent 	<ul style="list-style-type: none"> Subrogation Other Insurances 	<ul style="list-style-type: none"> Arbitration Excesses
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General Exclusions

<ul style="list-style-type: none"> War, Government Action and Terrorism Sonic Bangs 	<ul style="list-style-type: none"> Radioactive Contamination Pollution or Contamination 	<ul style="list-style-type: none"> Marine Policies Date Recognition 	<ul style="list-style-type: none"> Computer Virus and Hacking Infectious or Contagious Disease
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Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Telephone helpline services for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG). Where specialist advice is needed, this is available 9am to 5pm, Monday to Friday, excluding public and bank holidays.
- Business Emergency Assistance Helpline – rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures, serious roof damage (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG). You must pay any call-out or repair charges.
- Glass Replacement and Locksmith Services – rapid call outs for glazing or door & window security problems (provided by Our approved supplier panel).
- Counselling – A confidential counselling service over the phone for any employee and their immediate family aged 18 or over (extends to include 16 or 17 year olds if they are in full-time employment), including referral to relevant voluntary or professional services. All costs of the referral services provided will not be paid by DAS (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
- Health and Medical Assistance concerning nutrition, sports injuries, giving up smoking etc. Health and medical information is provided by a medically qualified person, 9am–5pm, Monday to Friday, excluding public and bank holidays (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition 4 – Cancellation.

Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition 4 – Cancellation.

How to make a claim



You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left-hand side or by visiting nig.com/claims.

Alternatively, you can contact Your insurance advisor for a claim form.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

Customer Relations Manager,
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Email: complaints@nig-uk.com.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.



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NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.
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