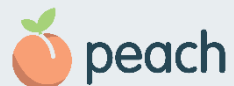


Complementary Therapy Insurance Policy

Arranged by Alan Boswell Insurance
Brokers Limited



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Welcome to Peach

Thank **you** for taking out **your** Complementary Therapist insurance with NPA Insurance Ltd t/a Peach arranged by Alan Boswell Insurance Brokers Ltd

We aim to provide **you** with outstanding customer service at all times and to make insuring with **us** as easy and trouble free as possible. **We** are committed to dealing with **your** claims fairly and quickly.

This booklet provides all the details **you** need to know about **your** insurance **policy**. **You** will need to read this alongside **your schedule** and **statement of fact** documents. A summary of the key information relating to this **policy** is provided in the insurance product information document.

Throughout this **policy** **you** will see certain words in **bold** and *italics*. These words have a special meaning which are explained in the section 'Meaning of words that apply to this **policy**' on page 11.

Please read all the documents **we** send **you** and if anything is incorrect, **you** don't understand or the cover does not meet **your** needs, just get in touch with **our** customer services team on 0800 496 0426 (Mon to Fri 9am to 5pm).

The contract

This policy together with the **schedule** and **statement of fact** form the contract of insurance between **you** and **us**. The **policy** contains information on what is covered and what is not covered. The **schedule** shows the specific details of **your** cover, including any **endorsements** and **excesses** that are applicable. The **statement of fact** is a summary of the information **you** have provided to **us** about **you** and **your business**. In return for the premium paid, **we** will provide cover in accordance with this contract for the **period of insurance** shown on **your schedule**.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO) an independent

Important Notice

You must provide a 'fair' presentation of the risk presented to us. In that we mean that you should disclose all material facts which you know or ought to know about the risk and which we can use to either accept, make further enquiries, apply terms and conditions or decline the risk. Failure to do so could result in your policy being voided (which is treating the contract as if it had never existed) claims being refused as well as us having an option to keep the premium. This applies to all information provided by you or on your behalf. If your circumstances change during the period of the policy you must inform us.

Please get in touch with us, as soon as possible, if you are in any doubt regarding the information you have provided.

Law Applicable

You and **we** may choose which law will apply to this contract. Unless both parties agree otherwise, English law will apply, but this choice of law does not restrict **your** rights under mandatory provisions of the law of the country where **you** permanently live. **We** have supplied this agreement and other information to **you** in English and **we** will continue to communicate with **you** in English.

Geographical Limits

Unless otherwise stated on the **schedule**, **your** cover applies to the whole of the United Kingdom, including the Channel Islands and the Isle of Man.

Excess

This is the first amount of any claim settlement **you** must pay. If **you** decide to have a voluntary **excess** in return for a premium discount, this will be applied in addition to any standard **policy excess**. Details of these **excesses** will be shown on **your schedule**. Please note that any **sum insured** limit will apply after the **excess** has been deducted.

Where liability attaches under one or more of the following sections or subsections of this **policy**:-

- **Business All Risks**
- Business Interruption
- **Money**

arising out of one incident, **we** will only deduct one **excess**. The **excess** of the highest value will apply.

If you need to make a claim

Please direct your claim to your broker Alan Boswell Group on **01603 218000**

If **you** think **you** have a claim, please call the above number as soon as possible and **we** will take **you** through the process. There are a number of things that would help **us** to pay **your** claim as quickly as possible;

- have **your policy** number handy (shown on **your schedule**);
- provide **us** with as much information as possible about what happened and the extent of **your** loss or **damage**;
- provide **us** with any police crime reference and/or report, if applicable.

What happens next?

Once **you** have called, **we** will issue **you** a claims number and take **you** through the whole process. This will include what **you** are covered for and any **excesses** that apply. If the claim is approved, **we** will either;

- arrange for any repairs to be carried out;
- arrange to replace any lost, **damaged** and stolen **property** directly to **you**, or
- pay **you** the cash value of the lost, **damage** or stolen **property**.

Please note that where **you** request for **us** to pay the cash value, where **we** have offered to repair or replace an item, **we** will not pay more than the amount it would have cost **us** to repair or replace the item.

Claims – What you need to do

1. Take safe action to protect the **property** from any further loss or **damage**;
2. Tell the police, within 24 hours of discovery, if any **property** has been stolen or there has been any malicious or riot **damage**. Make sure **you** get a police crime reference and/or report;
3. Don't make any arrangements for replacement or repair without calling **us** first;
4. Let **us** know immediately if **you** receive any written or verbal claims made against **you**;
5. **You** must provide all relevant information and cooperate fully to assist **us** in resolving **your** claim;
6. Unless **we** give **you** consent to do so, please do not;
 - admit or deny any responsibility for any incident;
 - negotiate or settle any claims made against **you** by anyone else;
 - dispose of any items that have been **damaged**.

Claims – How we settle your claim

1. **We** will pay the cost of reinstating, repairing or replacing of **your stock or business equipments** as covered under **your policy**. **We** will decide whether to reinstate, repair, replace or pay **you** the cash value. Where **you** request for **us** to pay the cash value, where **we** have offered to repair or replace an item, **we** will not pay more than the amount it would have cost **us** to repair or replace the item.
2. **We** will pay the cost of:-
 - shoring up or propping, demolishing, or dismantling or removing debris at **your premises** following **damage**;
 - architects', surveyors' and legal fees which are necessary, but not exceeding the amount authorised under the professional association's scale in force at the time.
3. If **we** decide not to repair, replace or rebuild, **your stock, or business equipment**, cash payment will be the lowest of either the amount by which the value of the **property** has been reduced due to the **damage**, or the cost of the repair.
4. If any part of a set, suite, group or collection of items is lost or **damaged**, **we** will not pay the cost of any undamaged items just because they are part of the same set, suite, group or collection.
5. The most **we** will pay for any one claim is the **sum insured** for each section as shown on **your schedule**.
6. **We** will not pay for any reduction in market value following any reinstating, repairing or replacing **your property** as a result of a valid claim.
7. **Your stock, or business equipment sums**

insured will not be reduced as a result of **us** paying **your** claim.

8. **You** will be responsible to pay any **excesses** shown on **your schedule** before **we** settle **your** claim – see section '**Excess**' on page 4.
9. All permanent/non emergency repairs completed by **our** appointed suppliers will be guaranteed for a minimum of 12 months.
10. If **your property** is not regularly maintained and kept in a good state of repair, **we** may reduce any claims settlement to reflect its poor condition at the time of the loss or **damage**.
11. When **we** deal with **your** claim, **we** may at **our** expense in **your** name, take action to enforce **your** rights against any person either before or after **we** pay a claim. **You** need to give **us** any information or assistance **we** need to do this.
12. Dual insurance. This is when **your property** is insured by two or more independent insurance policies for the same risk. If any **injury**, loss, **damage** or liability is covered by any other insurance then **we** will not pay more than **our** share.

Reinstatement of Sum Insured after a claim

In the event of a claim and unless **we** inform **you** otherwise, **your sum insured** will be automatically reinstated provided that:-

- **You** pay the appropriate additional premium;
- **You** take immediate steps to carry out any alterations to the protections of **your premises** which **we** may require.

Complaints

If **you** are unhappy with **our** products or services, please contact **us** as soon as possible. **You** can complain in writing or over the phone at any time by contacting **us** using the details below:

**NPA Insurance Ltd Insurance
Service Centre Mallison House
38-42 St Peter's Street
St Albans
Herts AL1
3NP**

**Telephone – 0800 4960426
Email – insuranceservice@npa.co.uk**

We will investigate **your** complaint carefully and fairly. **We** will keep **you** informed of progress and respond to **your** complaint in writing as soon as possible. For more complex issues, **we** may need a little longer to investigate or to ask for further information.

If **you** are not satisfied with **our** response, or how **we** dealt with **your** complaint, or **we** have not responded within 8 weeks, **you** can refer **your** complaint to the Financial Ombudsman Service by using the details below:

**The Financial Ombudsman Service
Exchange Tower
London E14 9SR**

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

**Email:
complaint.info@financial-ombudsman.org.uk**

**Website:
www.financial-ombudsman.org.uk**

Please note that this complaints process does not restrict your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

Please refer to the Terms of Business Agreement booklet provided with this **policy**.

Cancellation and Charges

No cancellation is available.

Policy Conditions that apply to this policy

Changes you must tell us about

To ensure that **you** continue to enjoy the full protection of **your policy** cover, please let **us** know immediately if there have been any change in circumstances or to the material facts provided to **us** and/or the information contained on **your schedule** or **statement of fact**. It's very important to keep this information up to date. Any change **you** tell **us** about may result in **your** premium changing and the terms and conditions of the **policy** may also have to be amended.

Making a false statement, misrepresenting the risk or withholding information could result in **your policy** being voided, which is treating the contract as if it had never existed. As a result, all claims under this **policy** will be refused and all premiums may be kept by **us**.

Fraud

We have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this **policy**.

It is **your** responsibility to ensure that all information provided by **you** or on **your** behalf is accurate and complete and will remain so for the duration of the **policy**. Please get in touch with **us**, as soon as possible, if **you** are in any doubt regarding the information **you** have provided.

Arbitration

If **you** and **we** disagree over any amount to be paid to **you**, the matter will be decided by an arbitrator appointed in line with the legal procedures in force at the time.

If a disagreement goes to arbitration, **you** will not be able to take action against **us** unless the arbitrator decides in **your** favour.

Sanctions

Notwithstanding any other terms of this **policy we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any **business** or activity of **yours** would violate any applicable trade or economic sanctions, law or regulation.

VAT

If **you** are accountable to the tax authorities for VAT, any payments **we** make under this **policy** will not include VAT.

Preventing loss

You must at all times make sure **your premises** are regularly maintained and kept in a good state of repair and also make reasonable endeavours to avoid or limit any loss, **damage** or **injury**.

You must maintain in full operation all locks, bolts, **intruder alarm systems** and other protective devices that are in **your** everyday control.

You must meet with all relevant legal requirements and follow manufacturers recommendations and other regulations relating to the use, inspection and safety of **property** and the safety of people.

Renewal

At around 21 days before **your** insurance is due for renewal, **we** will either:

- send **you** the renewal invitation, setting out the next **period of insurance** premium (as well as an indication of last year's premium) and any changes to **your** terms and conditions; or
- provide confirmation that **we** are unable to renew **your policy**, giving **you** time to find alternative arrangements.

Transfer of interest

You can only transfer the policyholder's interest in this insurance to someone else with **our** written permission.

General Policy Exclusions that apply to this policy

As with most insurers **we** can't cover everything. Listed below are the general **policy** exclusions that apply to loss, **damage, injury** or legal liability. There are also additional specific exclusions which will be shown under 'what is covered' and 'what is not covered'.

- caused by asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.
- wear, tear and depreciation; gradually caused over time, such as rust, fading, damp or shrinkage;
- routine maintenance or decoration and also as a result of a lack of routine maintenance or decoration;
- reduction in value;
- indirect losses which may accompany an insured loss;
- rot, fungus, woodworm, beetles, moths, insects or vermin;
- mechanical or electrical breakdown or fault;
- cleaning, dyeing, renovating, altering, repairing or restoring an item;
- tearing, scratching, chewing, fouling or denting by any domestic animal;
- faulty workmanship, materials or design;
- failure to deal with any existing **damage** that should have been noticeable to **you**;
- loss or **damage** before the **policy** was in force;
- directly or indirectly by:
 - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - **your property** being confiscated, taken, **damaged** or destroyed by or under the order of any government, local or public authority;
 - pressure waves caused by aircraft and other flying objects travelling at any speed;
 - ionising radiation or radioactive contamination

from any nuclear fuel or nuclear waste arising from burning nuclear fuel;

radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;

- war, invasion, acts of foreign enemies, hostilities (whether war declared or not) civil war, rebellion, revolution, insurrection, military or usurped power;
- act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. However this exclusion does not apply to Employers Liability (if insured) provided that in respect of any one occurrence or series of occurrences arising out of any one original cause the total amount we will pay shall not exceed £5,000,000
- costs incurred by **you** in preparing any claim under this **policy**;
- arising directly or indirectly from **pollution** or contamination.
- caused, directly or indirectly, out of:
 - (i) loss of, alteration of, or **damage** to or
 - (ii) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, unless the loss or **damage** is already covered by the events listed under either the **Buildings** or **Contents** sections.
- claims arising directly or indirectly from **abuse**, including but not limited to any allegation, claim or loss against **you** for bodily or mental injury, disease, death or suffering following any **abuse**.

The following applies to all sections of the **policy** except the Fidelity section;

- Deliberate, willful, malicious or illegal acts by **you** or any **employees** lawfully on **your business premises**.

The following applies to all sections of the **policy** except the Employers' Liability section;

- **We** will not cover:
 - (a) any loss, **damage**, liability, claim, **cost** or expense of whatsoever nature, directly or indirectly caused by,

contributed to by, resulting from, arising out of, or in connection with:

- (i) a **communicable disease**; or
- (ii) the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any **cost** to clean up, detoxify, remove, monitor or test: (a) for a **communicable disease**; or (b) any **property** insured hereunder that is affected by such **communicable disease**, and
2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **communicable disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical **damage** to, **property** and any resulting consequential loss, to the extent that you establish that such physical loss, destruction or **damage** was directly caused by:

- (i) terrorism (as defined in this **policy**), or
- (ii) a **defined peril** as described below where specifically insured by this insurance.

All other Terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this exclusion **defined peril** means one of the following perils if specifically insured by this insurance: Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; **damage** caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/ or volcanic disturbance/ eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

The following applies to all sections of the **policy** except the Employers' Liability

section;

- **We** will not cover:

loss, **damage**, liability, **cost**, or expense of any kind directly or indirectly caused by, resulting from, or in connection with a **cyber-attack**. This includes, but is not limited to, the loss, corruption, or theft of data, software, or digital assets; **costs** related to their restoration or recovery; any **business** interruption or loss of income resulting from system or network disruption; extortion demands or ransom payments; and third-party liabilities, including legal or regulatory expenses.

Meaning of words that apply to this policy

Certain words in this **policy** booklet and **schedule** will have a special meaning wherever they appear. The definitions below will apply to the whole **policy**. Where **you** see a word highlighted in bold and italics in this **policy** booklet, it will mean the following:-

Abuse

Physical or mental abuse, including assault, harassment, invasion of privacy, any act of a sexual nature or any act undertaken with a sexual motive.

Appliance

Any frozen food cabinet, deep freezer, cold room, cold store, refrigerator or chilled unit in the **premises**.

Buildings

The **buildings** of **your premises**, including shop front and any **landlord's fixtures and fittings** and fixed sanitary ware, terraces, driveways, forecourts, footpaths, patios, boundary walls, gates, fences and hedges belonging to **you** or for which **you** are responsible.

Business

The **business** specified in **your schedule** and no other for the purposes of **your policy**. The **business** includes:-

- the provision and management of canteen, social, sports, welfare facilities for **your employees** and first aid, fire and ambulance services;
- private work carried out with **your** consent for **you** or any director, partner or other senior official of **your business** by any **employee**.

Business Address

The **business address** of **premises** insured as detailed on **your schedule**.

Business Hours

The period during which any director, partner or **employee** entrusted with **money** is on **your premises** for **business** purposes.

Communicable Disease

Any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

(a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and

(c) the disease, illness, substance or agent can cause or threaten **damage** to human health or human welfare or can cause or threaten **damage** to, deterioration of, loss of value of, marketability of or loss of use of **property** of any type.

Business Equipment

Business equipment which belong to **you**, or are **your** responsibility including:-

business furniture, fittings, utensils, computer hardware, plant and appliances, **business** machines and equipment on the **premises** (excluding tenant's liability for improvements, landlord's fixtures, fittings, interior, decorations and shop front); pedal cycles, clothing and personal belongings on the **premises** (except **money**) which belong to **you** or **your employees**, up to a limit of £500 for each person; **business** books, ledgers, records and documents but only for the value of the materials as stationery together with the cost of labour expended in rewriting and computer system records, including software, together with the

cost of clerical labour and computer time expended in reproducing such records, but not for the value to **you** of the information contained in them. The maximum amount **we** shall pay is £1,500 for any one occurrence.

Costs

- a) claimants' **costs** and expenses
- b) **costs** incurred with **our** written consent in defending any claim for damages
- c) **costs** incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal **injury** inquiry;
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of cover under this **policy**.

Cyber-Attack

Any malicious, unauthorised, or unlawful act intended to disrupt, **damage**, or gain access to **your** computer systems or data. This includes, but is not limited to, hacking, malware, ransomware, denial-of-service attacks, or any electronic or digital means used to impair the functionality, access, or availability of a computer system, network, or data.

Damage

Loss or **damage**.

Defined Peril

Fire; lightning; explosion; aircraft; or other aerial devices or articles dropped therefrom; riot; civil commotion; strikers; locked-out workers; persons taking part in labour disturbances malicious persons other than thieves; earthquake; storm; flood; bursting, overflowing or leaking of water tanks; apparatus or pipes; escape of oil from any fixed heating installations; impact by any road vehicle or animal.

Employee(s)

Any person working for **you** in connection with **your business** who is under a contract of service or apprenticeship, a self-employed person, a person hired to or borrowed by **you**, a voluntary helper or a

person participating in a work experience or similar scheme.

Endorsement

An agreed change to the terms of the **policy** shown on **your schedule**.

Excess

This is the first amount of any claim settlement **you** must pay. If **you** decide to have a voluntary **excess** in return for a premium discount, this will be applied in addition to any standard **policy excess**. Details of these **excesses** will be shown on **your schedule**. Please note that any **sum insured** limit will apply after the **excess** has been deducted.

Geographical Limits

The whole of the United Kingdom, including the Channel Islands and the Isle of Man, unless otherwise stated on the **schedule**.

Indemnity Period

The period beginning with the occurrence of the **damage** and ending no later than the last day of the period shown in **your schedule**, during which the results of **your business** are affected as a result of the **damage**.

Injury

Bodily **injury**, death, disease, illness or nervous shock.

Landlord's Contents

Contents of common parts, furniture, furnishings, fitted carpets, domestic appliances and fittings all belonging to **you** or for which the **you** are responsible whilst contained in the **buildings** insured excluding:-

- a) **landlord's fixtures and fittings**;
- b) **stock** and materials in trade;
- c) **property** more specifically insured.

Landlord's Fixtures and Fittings

Those fixtures and fittings which form a permanent

part of the structure including:-

- i) additional structural fixture and fittings which were not part of the original structure;
- ii) central heating systems;
- iii) sanitary ware.

Except as otherwise stated all **buildings** are constructed of incombustible materials.

Limit of Indemnity

The maximum **we** will pay.

Money

Business cash or any **business** negotiable **money** instrument belonging to **you** or for which **you** are responsible.

Non-Negotiable Instrument

Any **business money** instrument, belonging to **you** or for which **you** are responsible which by its nature, is or has been made expressly non-negotiable e.g. cheques and postal orders.

Period of Insurance

The duration of **your policy** as shown in **your schedule** and any further period for which **we** accept the premium.

Policy

This booklet incorporating **your schedule** and any **endorsement(s)** applying.

Pollution

Pollution of **buildings**, other structures, water, land or atmosphere, and all **damage** or **injury** caused directly or indirectly by **pollution**.

Premises

Those **buildings** (including outbuildings) or portions of **buildings** owned by or leased to **you** at **your business address**.

Products

Goods (including containers, packaging, labels or instructions for use) sold or supplied by **you**.

Property

Material property.

Property In Transit

Stock in trade including goods in trust or on commission which belong to **you** or are **your** responsibility.

Reinstatement

1. the cost of rebuilding where the **building** is destroyed or the cost of replacement by similar **property**.
2. the cost of repairing or restoring the **damaged** portions where the **property** is **damaged** all to a condition substantially the same as but not better or more extensive than its condition when new.

Rent/Rentals

Periodic payments made by or to **you** for the lease of the **buildings**.

Responsible Person

You or anyone **you** make responsible for the security of **your premises**.

Schedule

The latest **schedule** issued by **us** as part of **your policy**.

Statement of Fact

This is a summary of the information **you** have provided to **us** about **you**, **your property** and **your premises**. **You** get a new **statement of fact** when **you** take out insurance, renew **your policy** or make a change to **your policy**.

Stock

Stock in trade and goods in trust on **your premises** which belong to **you** or are **your** responsibility.

Sum Insured

The monetary amount shown against any item.

Target Stock

Perfumes, aftershaves, TV, video, DVD, audio and

computer equipment and accessories, photographic equipment, jewellery and watches, mobile phones and phone cards, cigarettes, cigars and tobacco, spirits, musical instruments, oriental rugs, works of art, leather goods, sports goods and clothing.

Tenant's Improvements

Elements of **buildings** which **you** have fitted to a leased or rented **premises** and/or elements of **buildings** and **landlord's contents** for which **you** are legally liable as a tenant under the terms of a tenancy agreement.

Terrorism

Any act, including the use of actual or threatened force or violence, which is:

1. committed by a person or group of people, whether acting alone or in connection with an organisation or government, and
2. for political, religious, ideological or similar reasons;

This includes an intention to influence any government, or to put members of the public, in fear.

Total Income

The **money** paid or payable to **you** for goods sold and delivered and services provided in the course of **your business** at **your premises** less the net cost of **stock** purchased.

We/Us/Our

NPA Insurance Ltd t/a Peach

You/Your

The person, people or the company named as the covered on **your schedule**.

Business All Risks

Your schedule will show if this section applies and the **sums insured** or limits that relate to each type of incident.

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' sections (see page 10).

What is covered

We will pay for **damage** during the **period of insurance** within the **Territorial Limit** to:-

- **Business Equipment;**
- **Stock.**

What is not covered

- Any loss which happens as a result of, or is a side affect of, the event for which **you** are insured (in direct loss) except **rent** insured in this section;
- **Damage** to any **property** more specifically insured by or on behalf of **you**;
- **Damage to property** which, at the time of the **damage** is insured by or would, but for the existence of this section, be insured by any marine policy(ies), except for any **excess** beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected;
- **Damage** to electrical wiring, plant or apparatus caused by self-ignition but this exclusion will only apply to that part of the electrical wiring, plant or apparatus in which self- ignition occurs;
- **Damage** to:-
 - a. vehicle licensed for road use (including accessories thereon);
 - b. caravans, trailers, watercraft, aircraft or other aerial devices, locomotives, rolling **stock** and **property** in them;
 - c. **property** or structures in course of construction or erection including materials and supplies in connection with such property in course of construction or erection;
 - d. land, roads, pavements, dams, reservoirs, piers, jetties, bridges, culverts or excavations;
 - e. growing crops, trees or animals unless specified in the **schedule**.
- **Damage to money** or negotiable or **non-negotiable instruments** except in so far as such items are insured as all other **business equipment** and where **damage** is caused by a **defined peril** and not otherwise excluded.
- **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **defined peril** in so far as it is not otherwise excluded.
- **Damage** caused by **pollution** or contamination except (unless otherwise excluded) **damage to property** insured caused by:-
 - a. **pollution** or contamination which itself results from **defined peril**;
 - b. a **defined peril** which itself results from **pollution** or contamination.

- **Damage** caused by:-
 - a. theft or attempted theft other than such **damage** caused by:-
 - i. entry to or exit from the **buildings** of the **premises** by forcible and violent means, or
 - ii. actual or threatened assault or violence or use of force against **you** or any director, partner or **employee** of **you** or any other person lawfully on the **premises**, in so far as it is not otherwise excluded.
 - b. theft or attempted theft:-
 - i. of **property** in any garden, yard, open space, open sided building or outbuilding;
 - ii. by any person lawfully on the **premises**;
 - iii. with the collusion of **you**, any member of **your** family or any director or **employee** of **you**.
 - c. theft from an unattended vehicle unless items are hidden out of view in the luggage or glove compartment of the vehicle and the vehicle is locked at all points of access;
 - d. unexplained disappearance, or inventory shortage, shortage in supply or delivery, misfiling or misplacing of information or clerical error;
 - e. cessation of work;
 - f. exposure to weather conditions to fences, gates, hoardings or to any movable **property** left in the open or in any building which does not have permanent foundations;
 - g. the freezing or solidification of molten materials;
 - h. subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
 - i. normal settlement or bedding down of new structures.
- **Damage to property**:-
 - a. by fire resulting from its undergoing any process involving the application of heat;
 - b. (other than by fire) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- **Damage** caused by:-
 - a. freezing;
 - b. escape of water from any tank, apparatus or pipe;
 - c. malicious persons (other than by fire or explosion);
 - d. theft or attempted theft, in respect of any building which has been left unattended for more than 7 days.
- **Damage** caused by:-
 - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level;
 - b. faulty or defective design, materials or workmanship;
 - c. the bursting of a boiler (not being a boiler used for domestic purposes only), economiser, or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of **you** but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

- **Damage** caused by:-
 - a. variations in humidity or temperature, corrosion, rust, marring, scratching, vermin, insects, wet or dry rot, deformation or distortion, shrinkage, evaporation, loss weight, change in flavour, colour, texture or finish or action of light;
 - b. nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam an feed piping in connection therewith;
 - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates, but this will not exclude:-
 - i. such **damage** not otherwise excluded which itself results from a **defined peril** or from any other accidental loss, destruction or **damage**;
 - ii. subsequent **damage** which itself results from a cause not otherwise excluded.
- **Damage** caused by operational error or omission on the part of **you** or any of his/her employees, but this will not exclude:-
 - a. such **damage** not otherwise excluded which itself results from a **defined peril**;
 - b. subsequent **damage** which itself results from a cause not otherwise excluded.
- **Damage** the cause of which cannot be explained.
- **Damage** caused by disturbance or failure of the power or fuel supply except where such disturbance or failure results directly from **damage** to the electrical or fuel installation at the **premises** by a **defined peril** in so far as it is not otherwise excluded.
- **Damage** caused by bursting, overflowing or leaking of water tanks, apparatus or pipes or the escape of oil from any fixed domestic heating installation to the water tank, apparatus, pipe or fixed domestic heating installation itself.

Contract price

For goods sold but not delivered, for which **you** are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any **damage** insured by this section, either wholly or to the extent of the **damage**, **our** liability will be based on the contract price.

Designation

For the purpose of determining, where necessary, the heading under which any **property** is insured, **we** agree to accept the designation under which such **property** has been entered in **your** books.

Temporary removals

The insurance extends to cover **damage** within the **territorial limit** and the Republic of Ireland to:-

- a. **property** insured (other than **stock**) temporarily removed from the **premises** for cleaning renovation, repair or other similar purposes, provided that **our** liability will not exceed 10% of the **sum insured** on each item;
- b. computer systems records, deed and other documents (including stamps on them), manuscripts, plans writing of plans, writing of every description and books (written and printed) temporarily removed from the **premises** for an amount not exceeding their total value or £1,000 whichever is less.

Provided that this extension does not apply to:-

- a. **property** otherwise insured;
- b. motor vehicles and motor chassis licensed for road use.

Territorial Limit

Anywhere in the United Kingdom including Transit and whilst temporarily removed anywhere in the world for up to 90 days.

We will not pay for:-

- Repairs to the pipe work, fixed heating installation or domestic **appliance**.
- **Damage** that has occurred gradually over a period of time.
- **Damage** arising from the failure to deal with existing **damage** where there has been an unreasonable delay in starting repairs.
- **Damage** which a reasonable person should have noticed.
- Costs **we** have not agreed to.

What we will pay

We will pay the cost of the **damage** or, if **we** choose, effect repair or replacement. If the work is carried out without delay, **we** will pay the cost of repairing or rebuilding to a condition which is approximately the same as when new, but not better. Otherwise **we** will pay the cost of the **damage** less an amount for wear, tear and loss of value.

Money

Your schedule will show if this section applies and the **sums insured** or limits that relate to each type of incident.

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 10).

What is covered

We will pay for:-

1. Loss of **money** relating to **your business** during the **period of insurance** within the **geographical limits** if it is:-
 - being transported by **you** or **your** authorised representative or in a bank night safe;
 - on **your premises** during **business hours**;
 - in a locked safe on the **premises** outside **business hours**;
 - not in a locked safe on **your premises** outside **business hours**;
 - in **your** home or the home of any **employee** or director outside **business hours**.
2. Loss of **non-negotiable instruments** relating to **your business** during the **period of insurance** within the **geographical limits**.
3. The cost of replacing or repairing **your** safe if it is **damaged** by thieves.
4. Up to a maximum of £1,000 for the cost of repairing or replacing any security bag, case or waistcoat **damaged** as a result of theft or attempted theft of **money**.

What is not covered

- loss caused by the dishonesty of any director, partner or **employee** unless it is discovered and reported to **us** within 6 days of its occurrence;
- shortages due to clerical mistakes;
- loss from any unattended vehicle;
- loss of **money** entrusted to any person other than **you**, a director, partner or **employee** of the **business**;
- any loss which happens as a result of, or is a side affect of, the event for which **you** are insured (indirect loss);
- loss of **money**:-
 - a) in the custody of rounds men or collectors, (unless specified in the **schedule**);
 - b) from any gaming machines, amusement machines or external vending machines.

Protections

It is a condition that:-

- a. all protection provided for the safety of **money** and **non-negotiable instruments** will be maintained throughout the **period of insurance** and will not be withdrawn or varied without **our** written consent;
- b. whenever the **premises** are left unattended:-
 - i. all protections provided for the safety of **money** and **non-negotiable instruments** will be put into effect;
 - ii. all keys for safes and doors and records of any combinations for safes and strong-rooms will be removed from the **premises**

Personal Assault

Your schedule will show if this section applies

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 10).

What is covered

We will pay **benefits** for **injury** caused by theft or attempted theft involving violence or the threat of violence during the **period of insurance** as follows:

1. Death caused directly by **injury** and within 24 months of the **injury**;
2. Loss of limb(s), sight, speech or hearing caused directly by the **injury** within 24 months of the **injury**. Loss of limb(s) means physical separation or permanent and total loss of use of one or more hands or feet. Loss of sight means total and final loss of sight in one or both eyes. Loss of speech means total loss of speech. Loss of hearing means total and final loss of hearing in one or both ears;
3. Any other permanent total disability caused directly by **injury** which, after 104 weeks from the date of the **injury** and for the foreseeable future, will prevent **you**, any director, partner or **employee** from doing any kind of work;
4. Temporary total disability caused directly by the **injury** which prevents **you**, any director, partner or **employee** from doing any part of their job.

Benefits

- (1) Death £10,000
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech £10,000
- (3) Loss of Limb £10,000
- (4) Temporary Total Disablement (weekly compensation) £100
- (5) Temporary Partial Disablement (weekly compensation) £50 within 24 months of bodily injury
- (6) Permanent Total Disablement after 24 months of bodily injury £10,000

What is not covered

Death or disability caused or contributed to by:-

- any physical or mental condition which **you**, any director, partner or **employee** had before the **injury**;
- **you**, any director, partner or **employee** failing to obtain and follow proper medical or surgical advice as soon as practicable;
- to any person under 16 or over 70;
- the cost of any certificates, information and evidence required by **us** in support of **your** claim.

How we settle your claim

We will pay the amounts shown in **your schedule** to **you**, any director, partner or **employee** or their personal representative if the **injury** occurs during the **period of insurance**.

The following conditions apply:-

- **we** will make a payment under only one of benefits 1 to 3 above and that payment will be full

and final settlement of the claim;

- if **we** make a payment under one of the benefits 1 to 3, any benefit under 4 that **we** are paying to **you**, any director, partner or **employee** will stop;
- **we** pay the benefit under 4 every 4 weeks for up to 104 weeks for any one **injury**. **We** will not pay more than 75% of **your**, any director, partner or **employee's** average weekly earnings before tax.

Business Interruption

Your schedule will show if this section applies and the **sums insured** or limits that relate to each type of incident.

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 10).

What is covered

We will pay for the **Increase in Cost of Working** due to interference or interruption to **your business** during the **period of insurance** as a result of:-

1. **Damage** occurring at **your premises** for which liability has been admitted by **us** under the **Business All Risks** section;
2. **Damage** at **your premises** for which liability has been admitted by the insurers of **your buildings**, if not insured by NPA Insurance Ltd.

What is not covered

- interference or interruption caused by **damage** which would have been excluded by the **Business All Risks** section of **our policy**.

You are also insured for

Denial of access

Loss resulting from interruption of or interference with the **business** in consequence of **damage** to **property** in the vicinity of the **premises, damage** to which prevents or hinders the use of the **premises** or access thereto whether the **premises** or **property** of **your** therein sustains **damage** or not, all in Great Britain or Northern Ireland but excluding **damage** to **property** of any supply undertaking from which you obtain electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services to the **premises**.

Our liability will not exceed £10,000 or the sum insured or limit for Business Interruption shown in the **schedule**, whichever is the lower, in any one **Period of Insurance**

What is not covered

We will not pay for:-

- **Damage** arising from obstruction by snow.

Failure of utilities

Accidental failure at the terminal ends of the supply undertaking's feed to the **premises** of the electricity, gas or water supply which is used for **your business**, £250 per day for a maximum period of 7 days unless specifically endorsed on **your policy**.

What is not covered

Any failure lasting less than 30 consecutive minutes

Failure caused by:-

- a. the deliberate act of any such supplier to withhold or restrict operation of the system except to protect life or the supply system;
- b. strikes or any labour or trade dispute;
- c. drought.

Public Authorities

Closure of the whole of the **premises** by order of the relevant Public Authority for the area in which the **premises** are situated.

What is not covered

Closure of the whole of the **premises** by or due to:-

- a. service of an order of compulsory purchase;
- b. expiry of the lease;
- c. **communicable disease**.

Our liability will not exceed £10,000 or the sum insured or limit for Business Interruption shown in the **schedule**, whichever is the lower, in any one **Period of Insurance**

Loss of Attraction

Damage to **property** in the vicinity of the **premises** by any incident covered by the **Business All Risks** section of **your policy**, which solely and directly deters potential customers and results in:-

- a. a fall in the number of customers attracted to the **premises**; and
- b. an identifiable reduction in **total income** at the **premises**

The maximum **indemnity period** is 3 months.

Our liability will not exceed £10,000 or the sum insured or limit for Business Interruption shown in the **schedule**, whichever is the lower, in any one **Period of Insurance**

What is not covered

- a. during the first 24 hours of the **indemnity period**;
- b. as a result of obstruction by storm, flood or snow.

Failure of telecommunications services including internet provision

Accidental failure of telecommunications services at the terminal ends of the service providers' feed to the **premises**, caused by physical **damage** to infrastructure, which prevents the supply of telecommunications services to the **premises**. This cover is limited to £250 per day for a maximum period of 7 days unless specifically endorsed on **your policy**.

What is not covered

Any failure lasting less than 24 consecutive hours.

Failure caused by:-

- a. the deliberate act of any such supplier to withhold or restrict operation of the system except to protect life or the supply system;
- b. failure of any satellite;
- c. any amount recoverable under the terms of any service agreement;
- d. strikes or any labour or trade dispute;
- e. drought;
- f. data loss by any **cyber-attack**.

Auditors and Professional Accountants

Any particulars or details in **your** books of account or other information or evidence which may be required by **us** under the conditions of this **policy** for the purpose of investigating or verifying any claim may be produced by professional accountants if, at the time, they are

regularly acting as such for **you** and their report will be prima facie evidence of the particulars and details to which such report relates.

Waiver of subrogation rights

In the event of a claim arising under this section **we** agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:-

- a. any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **you**;
- b. any company which is a subsidiary of a parent company of which **you** are themselves a subsidiary, in each case as defined by current legislation;
- c. any tenant of the **buildings** insured by this section unless the **damage**:-
 - i. has been occasioned or contributed to by the fraudulent or criminal or malicious act of such tenant;
 - ii. has been caused by impact by any road vehicle belonging to or under the control of the tenant or his/her **employees**;
 - iii. has occurred to parts of the **premises** not leased or rented by such tenant (other than common parts which may be used by all tenants).

How we settle your claim

Your loss will be calculated as follows:-

Increase in cost of working

The insurance by any item on Increase in cost of working is limited to Increase in cost of working reasonably incurred by **you** during the **indemnity period** in consequence of the **damage** at the **premises** in order to maintain the normal activities of the **business**.

Provided that if no other basis of cover is in force for the **premises** where the **damage** occurred **we** will not be liable for more than fifty per cent of the **sum insured** during the first three months of the **indemnity period** and the balance in equal proportions monthly thereafter for the remainder of the **indemnity period**.

We will take into account:-

- any reduced **business** charges or expenses during the **indemnity period** caused by the interference or interruption.

We will not pay more than the **sum insured** shown in **your schedule**.

Special conditions

If you stop trading

This section will not apply if **your business** is wound up, carried on by a liquidator or receiver or permanently discontinued or **your** interest in the **business** ceases (other than by death), unless such alteration has been agreed in writing by **us**.

Alternative trading

If, during the **indemnity period**, goods are sold, work is done or services are rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on their behalf, the **money** paid or payable in respect of such sales, or services will be brought into

account in arriving at the Turnover or Gross Income during the *indemnity period*.

Value Added Tax

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Current cost of accounting

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

Salvage sale

If, following **damage** giving rise to a claim under this section, **you** hold a salvage sale during the *indemnity period* the proceeds of the sale will be taken into account in calculating the reduction in Turnover or reduction in Gross Income.

Employers' Liability

Your schedule will show if this section applies and the **sums insured** or limits that relate to each type of incident.

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 10).

For the purposes of this section of cover **geographical limits** are extended as follows:-

1. Any member country of the European Union for work undertaken by **you** or any director or **employee** of **yours** normally resident in 1. above.
2. Elsewhere in the world for commercial visits undertaken by **you** or any director or **employee** of **yours** normally resident in 1. above, not involving the supervision or performance of manual work.

What is covered

We will pay for all amounts which **you** become legally liable to pay to an **employee** as compensation for accidental **injury** caused within the **geographical limits** in connection with **your business** during the **period of insurance**. In addition to any claim for damages **we** will pay legal fees and **costs we** have agreed in writing.

The total amount **we** will pay does not exceed the limit of **indemnity** shown in **your schedule**.

What is not covered

- any liability for which **you** had or should have had motor insurance;
- any claim relating to offshore oil or gas installation or any associated vessel or structure.

You are also insured for

Indemnity to other persons

We will indemnify in the terms of this section:

- a. if **you** so request:-
 - i. any director or **employee** for liability for which **you** would have been entitled to **indemnity** if the claim had been made against him/her;
 - ii. any officer or member of **your** canteen, sports and social, educational, training or welfare organisations and first aid, fire, security and ambulance services;
- b. any principal to the extent that the contract between **you** and such principal so requires for liability arising from the performance of work on behalf of such principal.
- c. the legal personal representatives of any person entitled to **indemnity** under this section for liability incurred by that person.

Injuries to working partners

In respect of accidental **injury** sustained by any working partner named in the **schedule we** will deem such partner to be an **employee** provided that **we** shall only be liable under this cover where:-

- a. the **injury** is sustained whilst such partner is working in connection with the **business**;
- b. the **injury** is caused by the negligence of another partner or **employee** whilst working in the **business**.

Health and safety at work defence costs

We will also cover **you** and at **your** request any director, **business** partner or **employee** against:

- a. **costs** and expenses incurred with **our** prior consent
- b. **costs** awarded against **you** or **your** director, **business** partner or **employee** in the defence of any criminal proceedings arising from an alleged breach of Section 36 or 37 of the Health and Safety at Work etc Act 1974 for an offence as defined in Section 33 of that Act or the Health and Safety at Work (Northern Ireland) Order 1978 or an offence as defined in Article 31 of that Order occurring during the **period of insurance** in the course of the **business** including any appeal against conviction arising from those proceedings. This additional cover extension will only apply to proceedings brought in the **geographical limits** excluding:-
 - a. fines or penalties of any kind;
 - b. costs for which **you** or any director, **business** partner or **employee** has effected a more specific legal expenses protection or insurance;
 - c. proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay us all **costs** and expenses paid by **us** prior to any deliberate act or omission being established;
 - d. proceedings not related to the health, safety or welfare of an **employee**.

Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **you** in respect of legal **costs** and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **period of insurance** in the course of the **business**.

Provided that:-

- a. **our** liability under this additional cover extension will not exceed £5,000,000 in any one **period of insurance**. This limit will form part of and not be in addition to the **limit of indemnity** stated in the **schedule**;
- b. this additional cover extension will only apply to proceedings brought in the **geographical limits**;
- c. **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**;
- d. **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension;
- e. in relation to any appeal counsel has advised there are strong prospects of that appeal succeeding;
- f. **we** will be under no liability:-
 - i. where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
 - ii. in respect of fines or penalties of any kind;

- iii. in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them;
- iv. where cover for defence **costs** is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension cover would have been provided by another source or insurance;
- g. where **we** have already covered **you** in respect of legal **costs** or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another additional cover extension applicable to this section the amount paid under that additional cover extension will be taken into account in arriving at **our** liability payable under this additional cover extension.

Court attendance costs

We will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:-

- a. **you**, any director or **business** partner - £500
- b. any **employee** - £250.

Special conditions

Discharge of liability

We may, at any time, pay **you** the applicable **limit of indemnity** (after deduction of any sums already paid) or any lesser amount for which any claim may be settled and **we** will be under no further liability.

Joint liabilities

Where **your policy** is in joint names of more than one party, cover applies separately to each, provided that **our** total liability will not exceed the applicable **limit of indemnity**.

Control of claims

We will have sole control of all claims, procedures and settlements.

UK jurisdiction

Any action for compensation against **you** must take place in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Compulsory insurance

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this **policy** to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this **policy**.

Public and Products Liability including Treatment

Your schedule will show if this section applies and the **sums insured** or limits that relate to each type of incident.

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section (see page 10).

What is covered

We will pay for all amounts which **you** become legally liable to pay as compensation from within the **geographical limits** for:-

- accidental **injury** to any person;
- accidental **damage** to **property** including obstruction, trespass or nuisance; caused by a negligent act, negligent error or negligent omission by **you** as occupier and not owner of the **buildings**;
- accidental **injury** or accidental **damage** caused by **products** supplied from within the **geographical limits**

occurring in connection with **your business** during the **period of insurance**.

We will also pay **costs**.

What is not covered

- **injury** to any **employee**;
- **injury** or **damage** arising out of manual work away unless providing treatment or undertaking your normal business activity as stated in your **schedule**.
- any fines, penalties, aggravated, liquidated, punitive or exemplary damages or multiplication of damages;
- **injury** to any person caused by giving advice or treatment, professional or technical services, or the design, plan or specification of any **products** (other than the administration of first aid) other than in respect of any treatment therapy or facility including associated advice design consultancy instruction supervision teaching or certification which is stated as covered as a Permitted Treatment as covered on **your schedule**
- **damage** to **property** which belongs to **you** or is in **your** care, other than **employees'** or visitors' personal effects;
- liability caused by owning, having or using an aircraft, watercraft or mechanically propelled vehicle;
- any liability which **you** accept under an agreement;
- the cost of recalling or making refund on defective **products** or replacing, repairing, reinstating or making good defective workmanship;
- any liability caused by or in connection with **products** which to **your** knowledge are directly or indirectly exported to the United States of America or Canada;
- **injury** or **damage** to **property** caused by or in connection with **products** supplied which to **your** knowledge are for use in or on:-
 - a. any aircraft or watercraft and which are critical to the safety or air-worthiness or sea-worthiness of the craft;
 - b. any nuclear, petro-chemical or off-shore installation.
- any liability for **pollution** unless it is caused by a sudden, identifiable, unintended and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution** caused by one incident will be treated as having taken place at the time such incident takes place.

What is covered

Defective Premises Act 1972

Following disposal of **premises you** owned or occupied for **business** purposes, cover will extend to apply to **your** legal liability the Defective Premises Act 1972, or the Defective Premises (Northern Ireland) Order 1975.

Provided that this insurance shall not be brought into contribution in any loss for which **you** are entitled to receive compensation from any other source.

What is not covered

We will not pay for:-

- any liability in respect of any incident occurring prior to such disposal;
- any liability for the cost of remedying any defect or alleged defect in the **buildings**.

Motor contingent liability

For all amounts which **you** become legally liable to pay as compensation for an accidental **injury** or **damage** to **property** caused by using any motor vehicle in connection with **your business**.

We will not pay compensation:-

- if the motor vehicle belonged to **you** or was provided by **you**;
- if **you** were driving the vehicle;
- if the vehicle was being driven by someone **you** knew did not have a driving licence, unless that person has held a licence and is not disqualified from having one;
- for any **damage** to the vehicle or goods carried in it;
- if the incident took place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- if **you** are covered by other insurance for compensation.

Special Conditions

Discharge of Liability

We may, at any time pay **you** the applicable **limit of indemnity** (after deduction of any sums already paid) or any lesser amount for which any claim which **we** consider may be settled and **we** will be under no further liability, except for **costs** incurred prior to the date of payment.

Joint Liabilities

Where **your policy** is in joint names of more than one party, cover applies separately to each, provided that **our** total liability will not exceed the applicable **limit of indemnity**.

UK Jurisdiction

Any action for compensation against **you** must take place in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Actions brought elsewhere in the world

Our total liability for all damages payable (including **costs**) will not exceed the limit of **indemnity** as stated in the **schedule** for legal liability arising in any country not a member of the European Union or any action for damages brought there, or if any subsequent action in connection with non-member countries is brought elsewhere in the world.

Control of claims

We will have sole control of all claims, procedures and settlements.

Personal Accident

Your schedule will show if this section applies and the **sums insured** or limits that relate to each type of incident.

Please note that the following 'what is not covered' sections should also be read in conjunction with the 'General policy exclusions that apply to this policy' section in the **policy** booklet.

Special meaning of words for Personal Accident cover only

Accidental Bodily Injury

- (1) Injury caused by accidental and/or violent means
- (2) Exposure

occurring within 24 months from the date of the accident by which such injury is caused.

Insured Person

the Employee Type as stated on the Schedule
the Employee named on the Schedule

Loss of Limb

- (1) severance at or above the wrist or ankle
or
- (2) the total and permanent loss of use of a hand, arm, foot or leg.

What is covered

We will pay compensation to **you** or your personal representatives for **accidental bodily injury** to an **insured person** occurring during the **period of insurance** which, solely, directly and independently of any other cause, results in any of the following Contingencies:

Contingencies

1. death;
2. total and permanent loss of sight in one or both eyes;
3. total and permanent loss of hearing in one or both ears
4. total and permanent loss of speech
5. **Loss of Limb** - loss of one or more limbs
6. any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the **insured person** from pursuing any occupation
7. temporary total disablement which prevents the **insured person** from pursuing their normal occupation
8. temporary partial disablement which prevents the **insured person** from pursuing a substantial part of their normal occupation

We will not provide indemnity in respect of any claim relating to any non-contracting parties' rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

Compensation

The amount of compensation payable to **you** for any **insured person** shall be the amount stated in the **schedule**.

What is not covered

We will not pay compensation for **accidental bodily injury** directly or indirectly caused by:

- (1) (a) the **insured person** suffering from any disability due to a gradually operating cause
(b) suicide or attempted suicide
(c) deliberate exposure to danger (except in an attempt to save human life)
(d) the **insured person's** own criminal act
(e) the **insured person** being in a state of insanity
(f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
(g) pregnancy or childbirth
- (2) Sickness, illness or disease not caused by **accidental bodily injury**
- (3) The **insured person** practising for or taking part in
 - (a) mountaineering, abseiling, bouldering, climbing, pot-holing, caving, mountain biking, Segway, horse riding
 - (b) winter sports
 - (c) any kind of racing, speed or time trials
 - (d) military service or operations
- (4) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (5) any treatment for drug addiction.
- (6) **The insured person** failing to obtain and follow proper medical or surgical advice as soon as practicable;
- (7) to any person under 16 or over 70;

Clauses

Amounts Payable

We will pay:

- (a) the compensation stated in the **schedule** with weekly benefit being paid at four weekly intervals
- (b) compensation under Contingencies (7) and/or (8) for a maximum of 2 years from the date that the disablement started

but where **we** pay compensation under any of Contingencies (1) to (6),

- (c) any weekly benefit being paid for the same injury will stop
- (d) this insurance will end for the **insured person**.

We shall not be liable for any amount in excess of the maximum accumulation limit of £100,000 in respect of any one accident. If the aggregate amount of all units of compensation payable exceeds the maximum accumulation limit, the compensation payable to each **insured person** shall be proportionately reduced until the total of all compensation payable does not exceed the maximum accumulation limit.

Disappearance

If an **insured person** has been missing for a period of 180 consecutive days and

there is sufficient evidence to support the conclusion that death has been caused by **accidental bodily injury**, that person will be presumed to have died.

However, **you** will repay any compensation if the **insured person** is found alive.

Medical Evidence

- (a) **We** may, at **our** expense, arrange for an **insured person** to undergo
 - (i) a medical examination
 - or
 - (ii) a post-mortem examination
- (b) **You** or **your** legal representative will supply to **us**, at **your** expense, any
 - (i) certificate
 - (ii) information
 - (ii) evidencein the format **we** require.

When **we** pay compensation under Contingencies (7) or (8), **we** will also pay up to 15% of this amount in respect of medical expenses incurred.

How we settle your claim

We will pay the amounts shown in **your schedule** to **you** or **your** personal representative if the **injury** occurs during the **period of insurance**.

The following conditions apply:-

- **we** will make a payment under only one of benefits 1 to 3 above and that payment will be full and final settlement of the claim;
- if **we** make a payment under one of the benefits 1 to 3, any benefit under 4 that **we** are paying to **you**, will stop;
- **we** pay the benefit under 4 every 4 weeks for up to 104 weeks for any one **injury**. **We** will not pay more than 75% of **your** average weekly earnings before tax.

Special Conditions

These apply to the whole policy

Protections

Fire

All fire break doors must be kept shut at all times and shutters will be kept closed except during working hours and will be maintained in efficient working order.

Theft

Physical Security

1. **You** will only be covered for **damage** caused by theft, attempted theft or arson when the **premises** when they are empty or unattended if all security devices provided to protect the **premises** are properly fitted and put into full operation
2. Safes must be kept locked at all times except when access is required.
3. Keys:-
 - a. When the **premises** are open and attended, keys for safes and doors must be on the person of anyone authorised to use them or kept under lock and key;
 - b. When the **premises** are closed or left unattended:-
 - All locks and security must be put into operation once the premises is unattended for theft cover to apply.

Unoccupied Premises

If **your premises** are left unoccupied or unattended for more than 30 consecutive days, **you** must arrange for a **responsible person** to inspect it inside every day. If they discover any **damage**, they must act immediately to prevent further **damage** and tell **you**.

If **you** do not do this, **we** will not accept any claim for:-

- theft or any attempted theft;
- malicious **damage**;
- bursting, overflowing or leaking water tanks, equipment or pipes (except if the water supply has been turned off at the main stopcock and the installation drained);
- leaking of fuel oil from any fixed heating installation; beverages leaking from tanks, equipment or pipes;
- accidental water leakage from any automatic sprinkler installation.

Legal Entity and Regulation

NPA Insurance Ltd, registered address:

Mallinson House, 40-42 St Peter's Street, St Albans, Herts, AL1 3NP

is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. **Our** Financial Services Register number is 202069. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.

Privacy Information and Data Protection

Please refer to the 'Terms of Business Agreement' booklet enclosed with **your** documents

Important Numbers

If you need to make a claim

Call **0800 496 0426**

and quote Peach Alan Boswell Complementary Therapy (24 hours 365 days)

If you need to talk to us about your policy, please contact us on 01603 218000.

Address

Alan Boswell Group

Prospect House

Rouen Road

Norwich

Norfolk NR1 1RE

