



**NEW INDIA
ASSURANCE**



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

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

Prospectus

**SHOPS &
RESTAURANTS**

Shops and Restaurants Prospectus

The insurance policy which lets you get on with your day to day business and leaves us at New India to deal with the unexpected.

Specially designed for Retail Shops and Restaurants, New India combines your essential business insurances in one policy.

Free Legal Advice

When you take out a New India policy, you will be entitled to use the Legal Helpline operated by ARAG plc.

If you have any legal problems in connection with your business, ring the Helpline number for confidential advice from ARAG's in-house lawyers. The advice given can be confirmed in writing. It will only cost the price of a phone call - the advice is free.

Full details of this service will be provided with your New India policy.



Authorised and regulated by
the Financial Services Authority

Cover at a Glance

Basic Cover

1. Contents of your Premises, excluding personal possessions (which should be separately insured)
2. Fixed Glass, Sanitaryware and Signs
3. Loss of Income following damage to Contents, Glass and Buildings
4. Money
5. Assault suffered at the hands of thieves
6. Liability to Others for damages

Additional Options – which you may wish to select

7. Buildings
8. Frozen Food
9. Depreciation in the value of your interest in the Business following the loss of a licence to sell alcohol
10. Damage to Business Machines
11. Loss of Goods in Transit
12. Losses from Theft by Employees
13. Legal Expenses

The following general features should be noted:

Average

If you do not insure for the full value of your premises, contents, stock or gross profit any payments made under Sections 1, 3, 7, 8, 10 and 11 will be proportionately reduced. Be sure to avoid this penalty by insuring for full amounts.

Excesses

You are asked to bear the first £250 of each claim for loss or damage under the following:

- Section 1 – Contents
- Section 2 – Glass
- Section 4 – Money
- Section 7 – Buildings
- Section 10 – Business Machines
- Section 11 – Goods in Transit
- Section 12 – Theft by Employees

Cover at a Glance continued

Terrorism

Terrorism cover can be provided in selected cases at an additional premium, which must be paid to New India within 30 days.

Terrorism cover is not available for risks in Northern Ireland.

The Cost

The cost of the Basic Covers depends upon just three factors:

- the occupation of your Premises
- the value of your Contents, stock and additional optional sections
- where your Premises are situated

Please read the following Cover guide before completing the Proposal form. If you need further guidance, ask your insurance adviser or local New India office for assistance.

A specimen policy will be supplied on request, giving the actual terms of the insurance.

Basic Cover

Section 1 – Contents

Loss of or damage to the trade contents of your Premises, including building owner's fixtures and fittings, tenant's improvements, decorations, employees' personal effects and shop fronts, caused by any of the following:

- Fire, explosion and lightning;
- Theft involving forcible and violent entry to or exit from the Premises and following assault or violence or their threat;
- Storm, flood or escape of water from water systems;
- Riot and other disturbances } but not in
- Malicious damage } Northern Ireland;
- Aircraft and earthquake;
- Impact by road or rail vehicles;
- Breakage or collapse of radio or television aerials;
- Escape of oil used for central heating;
- Accidental damage by falling trees.

Claims for the loss or destruction of Contents (other than stock, goods in trust and employees' effects and pedal cycles) will be settled on the basis of replacement as new. Please ensure the Sums Insured you select are on the same basis.

This Section also covers:

- | | |
|---|--|
| ● Temporary removal of Contents (except Stock) anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man | Up to a limit of 15% of the sum insured on Contents (excluding Stock) |
| ● Computer systems records | Limit £5,000 |
| ● Employees' effects and pedal cycles | Limit £500 |
| ● Accidental damage to underground pipes, services and cables | |
| ● Seasonal Increase: for the months of November and December and the 30 days preceding Easter Day | The sum insured on Stock will be automatically increased by 25% (or a higher percentage if required) |
| ● Automatic reinstatement of sum insured following a loss of up to £2,000 | |
| ● The replacement of locks (other than of any safe) following the theft of keys up to a limit of £500 | |

Basic Cover continued

Accidental Damage Extension

The cover, under Section 1 – Contents and Section 7 – Buildings, can be extended to include accidental loss or damage. If required, please indicate on the Proposal form.

Section 2 – Glass

Breakage of fixed glass plus the cost of temporary boarding up, and damage to window frames, framework, fittings and displays resulting from the breakage.

Cover for Sanitaryware and Signs is given automatically. ment of the glass and framework. Full details will be provided with your Policy.

Section 3 – Loss of Income

The Income you receive in the course of your business may be severely affected by any of the following:

- (a) damage to the contents of your Premises or to the buildings,
- (b) damage to surrounding property which hinders access to your Premises,
- (c) an occurrence of a Notifiable Disease at the Premises or within a radius of 25 miles of it, or the discovery of vermin or pests at the Premises,
- (d) accidental damage to drains or sanitary apparatus causing restrictions on the use of the Premises,
- (e) murder or suicide at the Premises.

The standard Maximum Indemnity Period is 24 months, and cover is provided for up to £600,000. For (c), (d) and (e) above, however, the Maximum Indemnity Period is 3 months.

- Book Debts cover is included where accounts records are destroyed and it is difficult to trace outstanding debtors and recover the money owed to you.

Basic Cover continued

Section 4 – Money

If Money is lost or stolen from your Premises, or home, or from an employee's home, or whilst in transit, your policy will make good your loss subject to the following limits:

Money out of Safe(s) overnight	£	500
Money in Safe(s) when Premises are closed for business	£	1,000*
Money in the private residences of the Insured and the Insured's employees	£	1,000
Any other loss of Money	£	2,000*
Crossed cheques and the like	£	500,000

*These limits may be increased on request.

Your Policy also covers:

- Loss of or damage to any safe in the Premises arising from theft,
- Loss or damage to money-belts, waistcoats, cash-carrying cases and the like, arising from theft or attempted theft.

Section 5 – Assault

Unfortunately theft is often accompanied by violence which may have serious personal consequences. Your policy will provide the following benefits for you and your employees:

● Damage to clothing and personal effects	£	500
● Death	£	25,000
● Loss of one or more limbs and/or sight of one or both eyes	£	25,000
● Permanent total disablement	£	25,000
● Temporary total disablement (maximum 2 years)	£	100 per week

Basic Cover continued

Section 6 – Liability to Others

Considerable claims for damages can be incurred in respect of legal liability for:

- (1) bodily injury (including death, disease or wrongful arrest) to persons (other than Employees),
- (2) damage to property, trespass, nuisance or interference with the rights of other people,
- (3) defective Premises,
- (4) death, bodily injury or disease of Employees in the course of their employment,

Your Policy provides cover for these as follows:

	<u>Limit of Liability</u>
(a) Liability as described in (1), (2) and (3) above	£ 2,000,000
(b) Liability as described in (4) above	£ 10,000,000
(except in respect of an act of Terrorism where the limit is reduced to £5,000,000 any one event in respect of Employers Liability)	

Note: Injury and damage caused by the products you sell are covered, but the consequences of any breach of professional duty or the use or supply of drugs, chemicals, medicines or other preparations, non proprietary animal foods, seeds, fungicides, fumigants, insecticides, fertilisers or pesticides are excluded.

Optional Covers

You may add to the Basic Cover all or any of the following Sections:

Section 7 – Buildings

If you own the Premises you occupy or are obliged to insure them under a lease agreement, this Section will provide cover for damage to the buildings caused by:

- Fire, explosion and lightning;
 - Storm, flood or escape of water from water systems;
 - Riot and other disturbances
 - Malicious damage
 - Aircraft and earthquake;
 - Impact by road or rail vehicles;
 - Breakage or collapse of radio or television aerials;
 - Escape of oil used for central heating
 - Accidental damage by falling trees
- } but not in Northern Ireland;

Additionally this Section provides for:

- the cost of removing the debris after a loss;
- architects' and surveyors' fees incurred in reinstating the building;
- the additional costs incurred, following a loss, to comply with Local Authority regulations.

Section 8 – Frozen Food

If a refrigerator or deep freeze unit breaks down or is damaged you may lose a valuable stock of frozen food.

This Section covers such eventualities up to the amount you choose.

Section 9 – Loss of Licence

If you have a licence to sell alcohol, it is probable that the value of the Business would drop if that licence were to be revoked, suspended, forfeited or renewal refused. This Section covers you for the reduction in the value of the Business, provided that the licence is lost for reasons beyond your control.

Requests for amounts in excess of £50,000 may necessitate a separate proposal. Ask your insurance adviser or local New India office.

Optional Covers continued

Section 10 – Accidental Damage to Business Equipment

The cover, under Section 1 – Contents, can be extended to include accidental loss of or damage to specified items of Business Equipment. If required, please indicate on the Proposal form.

Section 11 – Goods in Transit

This Section provides cover for your goods whilst in transit up to a selected amount per vehicle, including loading and unloading.

Section 12 – Theft by Employees

You may lose money or other property through the dishonesty of an employee and not discover the loss for some time.

This Section will cover those losses up to a limit of £10,000. Higher limits can be obtained but this may entail a separate proposal.

Section 13 – Legal Expenses

Cover is for legal costs and expenses incurred in the pursuit or defence of legal rights in or out of court in relation to employment disputes, Data Protection Act, customer disputes for goods or services in the range £200 to £5,000, criminal prosecution defence, property, landlord/tenant disputes and statutory licences up to £50,000 any one claim.

In addition Tax and V.A.T. disputes and Directors Protection Cover are included up to £25,000 any one claim.

Attendance expenses as witness or juror up to £100 per employee per day subject to a maximum of £1,000 are included for unrecoverable wages/salaries, subject to the overall limit for the Section to which the attendance relates.

The cover under this Section is provided by Brit Insurance Limited and arranged by ARAG plc.

Other Insurances

Payment by Instalments

Annual premiums may be paid by monthly direct debit. If you would like details, please answer the appropriate question on the proposal form. Only available if the annual premium exceeds £1,200.

Terms and Conditions

The cover that we have described is only a summary. For full details of the terms, exceptions and conditions, please ask for a specimen of the policy.

The law applicable to this contract

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

i) in Scotland where Scots law will apply

or

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

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