



Public House

Certificate Wording

Guide to Certificate Wording

This insurance is designed to provide cover for You as owners and/or operators of Licensed Premises.

There are certain obligations contained in this Certificate that are important to us and that We rely upon You to comply with. The obligations clearly set out what You must do and what You must not do to ensure coverage under this Certificate is not prejudiced.

You should note that if You do not comply with the obligations, in certain circumstances specific coverage will be excluded or the Certificate may be considered void.

If You are unsure as to what an obligation means or You may not be able to comply with the terms you should consult with Your insurance advisor.

The Certificate defines what is covered under separate sections A-H. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole Certificate are contained within General Exclusions section and We will not pay a claim if these exclusions are applicable.

The General Certificate conditions sets out certain rights of You and Us and include clauses that apply to the whole of the Certificate.

The Certificate Definitions provide the meaning to words and phrases wherever they appear in the Certificate. You will see words in bold which means that wherever they appear in this Certificate they are a definition.

The Schedule attaching to this Certificate will set out the period of this insurance and specify which Sections of this Certificate are operative including the Sums Insured.

The Schedule may also contain clauses additional to the Certificate wording that Underwriters have imposed placing additional obligations on You and/or limiting coverage. The terms of those clauses will be attached to the Certificate in the form of an endorsement.

In the unlikely event You feel that You need to make a complaint concerning this insurance You will find this in our complaints procedure section.

Reading the Certificate

It is strongly recommended that YOU read the Certificate including the Certificate Schedule and any endorsements to ensure that the Certificate meets with your requirements.

In the event that the Certificate does not meet with your requirements and/or that YOU are unable to comply with any of the obligations, terms and conditions YOU should immediately advise your insurance advisor. The Underwriters will then decide whether or not to agree to a variation of the Certificate. However, the terms of the Certificate will remain effective unless Underwriters have agreed to a variation in writing.

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Authorised Certificate

This Certificate and any replacement Schedule and/or endorsement are to be read together as one document.

This Certificate is a legally binding contract which You have made with Underwriters.

In consideration of the payment by You of the premium specified in the Schedule Underwriters agree (subject to the terms, conditions and exclusions of the Certificate) to indemnify You against Damage, accident or injury occurring during the Period of Insurance.

Provided always that:-

- (i) The liability of the Underwriters shall not exceed the Sums Insured or limits of liability stated in the Schedule or such other Sums Insured or limits of liability as maybe substituted by endorsement or attached hereto;
- (ii) This Certificate insures You only in respect of the sections where a Sum Insured or a limit of liability is specified in the Schedule

Any dispute arising out of or in connection with this Certificate shall be subject to and construed solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Certificate shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion for sections A-G. Authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0181717 for section H.

Several Liability Notice

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

Obligations

You have an obligation in your Proposal to answer any questions honestly and accurately make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and on what terms, conditions and premium) as otherwise Underwriters shall be entitled to remedy their position in accordance with the Claims and Remedy conditions of this Certificate.

These obligations apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by Underwriters.

Without prejudice to Underwriters rights, if You are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if You have any questions concerning the Certificate terms and conditions, You should check with Your insurance advisor.

The Certificate contains important obligations terms and conditions that must be complied with including but not limited to:

Alteration in Risk

You must immediately notify Underwriters if the risk has altered:

- a) by removal of any fire and security protections or building component designed to prevent Damage to the Property Insured, or
- b) whereby the risk of Damage accident or liability is increased ,or
- c) by the Business being wound up or carried on by a liquidator or receiver or permanently discontinued ,or
- d) whereby the Your interest ceases except by will or operation of law, or
- e) by a change of type of business You operate, or the Buildings becoming Unoccupied

otherwise the Certificate will be treated as cancelled and all cover will terminate unless You have notified Underwriters of any such alteration(s) and at their option they have agreed in writing to vary the Certificate.

Frying and Cooking Equipment

You must comply with requirements a - j below are complied with otherwise all Damage arising from or caused by Defined Perils of fire and explosion will be excluded.

You must ensure that:

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting is kept securely fixed and free from contact with combustible materials
- b) all extraction hoods, canopies, filters and grease traps are cleaned at least every 2 weeks
- c) all extraction ducts are cleaned monthly and maintained and checked at least once every 6 months by a specialist contractor
- d) the record of such cleaning and servicing of the extraction ducts is kept elsewhere other than at the Premises and will be made available for inspection at any time
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f) multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires is kept in close proximity to the working area of the range and maintained ready for use
- g) frying equipment is not left unattended whilst in use
- h) all naked flames (other than pilot lights) and all electrical elements are turned off when the kitchen(s) are closed.
- i) the frying equipment must hold levels of oil that will enable the safe operation of the equipment and activate thermostatic cut out devices
- j) if the frying equipment is fitted with thermostatic probes they will be used at all times when the equipment is in use

Obligations (continued)

Portable Heating

You must not provide, use or store on the Premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the Underwriters prior to such use or storage otherwise all Damage arising from or caused by defined perils of fire and explosion will be excluded.

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to Damage or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

otherwise Underwriters may refuse to pay your claims or provide indemnity under this Certificate

Maintenance and Safety

It is important that You comply with requirements a) - d) below otherwise all Damage arising from or caused by Defined Perils of fire and explosion will be excluded.

You must:

- a) If the Premises or any part thereof is let as residential accommodation You must comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- b) If You are responsible for gas installations at commercial Premises, annual maintenance checks must be undertaken and at the commencement and throughout the currency of this insurance You must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer.
- c) If You are responsible for the electrical installations at the Premises, at the commencement of this insurance and at all times throughout the currency of this insurance You must be in possession of an electrical installation condition report (EICR) that:
 - i) covers the whole of the electrical installation(s)
 - ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC)
 - Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self Assessment (ELECSEA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied.
- d) In respect of any vessel, machinery or apparatus or its contents belonging to You or under Your control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus shall be the subject of:
 - i) inspection(s) under contract, and
 - ii) regular maintenance schedulesand You must be in the possession of such certificates of inspection and evidence of maintenance

Obligations (continued)

Stock

You must ensure that that all Stock stored at or below ground level or in basements is raised on racking, stillages, pallets or other apparatus to allow at least 15 centimeters airspace between the Stock and floor level otherwise all Damage arising from or caused by the following Defined Perils will be excluded:

- a) Flood excluding Damage attributable solely to a change in the water table level
- b) overflowing, discharge or leaking of any sprinkler apparatus
- c) escape of water or oil from any tank, apparatus or pipe

Security

It is important that You comply with requirements a) - e) otherwise all Damage arising from or caused by defined perils of fire, theft and malicious persons will be excluded:

- a) You must ensure that all protections provided for the safety and security of the Premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the Underwriters and shall be in full and effective operation when the Premises are closed for business or left unattended.
- b) You must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations
- c) You must ensure that:
 - (i) All external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
 - (ii) All Windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks
- d) In the event of You receiving any notification in respect of 3 i) ii) or iii) below then with immediate effect:
 - 1) You must notify Underwriters as soon as possible, at which time Underwriters shall reserve the right to vary terms or cancel cover provided under this Certificate
 - 2) You must comply with any requirements that Underwriters impose in response to such notice.
 - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
 - iii) that any alarm system cannot be returned to or maintained in full working order
- e) You must ensure that all keys and duplicate keys of the safe(s) are removed from the Premises whenever the Premises are left unattended.

Storage of Combustible Materials in the Open

You must ensure that no combustible materials are externally stored within 2 metres of the Buildings outside business hours otherwise all claims caused by or arising out of fire will be excluded.

Residential Tenants

You must ensure that any residential portion(s) of the Premises are not let or used by:

- a) referred by local authorities or the department of social security, or
- b) asylum seekers

otherwise the perils of fire and malicious persons will be excluded.

Weekly Waste

You must ensure that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the Buildings at least once a week otherwise the perils of fire and explosion will be excluded.

Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this Certificate.

Your claim will be managed from within Our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that You:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- b) have complied with the obligations, terms and conditions contained in the Certificate throughout this period of insurance otherwise Your claim may not be paid.

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless Underwriters shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would have been offered, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) ¹reduce proportionately the amount to be paid on a claim if Underwriters would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one Premises is stated in the Schedule the proportion of the premium charged for the Premises that has sustained Damage will be applied.

¹ reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the Certificate (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Section A - Buildings

Cover and Basis of Settlement

Underwriters agree that if during the Period of Insurance, an item of Buildings at the Premises sustains Damage due to a Defined Peril, then following an Insured Event under this Section Underwriters will pay You:-

- (i) the Cost of Reinstatement of the Buildings provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below We will pay the to reinstate the damaged Buildings belonging to You in accordance with the reinstatement conditions
- (ii) Where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

Reinstatement Conditions

- i) Underwriters' liability for the repair or replacement of Buildings damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made:-
 - a. unless reinstatement commences within 12 months of Damage occurring unless otherwise agreed by Underwriters;
 - b. until the Cost of Reinstatement shall have been actually incurred;
 - c. if the Buildings at the time of the Damage shall be insured by any other insurance effected by the You or on Your behalf which is not upon the same basis of reinstatement.

Subject always to Underwriters liability not exceeding the limits and Sum Insured stated in the Schedule.

Alternative Basis of Settlement Condition

Where Cost of Reinstatement is not applied Underwriters agree that if, during the Period of Insurance, an item of Property Insured at the Premises sustains Damage arising from an Insured Event under this Section by a Defined Peril then Underwriters will pay You, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear ,or
- ii) the diminution in value of the Property Insured, or

in the event settlement under i) or ii) above is not applied then Underwriters will make a suitable alternative measure of settlement.

Subject always to Underwriters liability not exceeding the limits and Sum Insured stated in the Schedule.

Exclusions applying to this section

The following exclusions apply to this Section:

- a. the amount of the Excess stated in the Schedule
- b. loss by delay, loss of market, Consequential Loss of any and every description

Section A - Buildings (continued)

- c. Property Insured more specifically by or on behalf of You or more specifically covered under another Section of this Certificate
- d. Damage to any Property Insured directly or indirectly caused or contributed from:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice, latent defect unless resulting from Damage not otherwise excluded
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from Damage not otherwise excluded
 - iii) change in climatic or atmospheric conditions or in water table levels,
 - iv) theft, wind, rain, hail, sleet, snow, flood or dust Damage to movable property in the open, fences and gates,, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.
 - v) infidelity or dishonesty by You or any of Your Employees or other persons to whom Property Insured may be entrusted or loss, destruction or Damage resulting from You voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - vi) any unexplained loss or loss or shortage disclosed on taking inventory ,misfiling or misplacing of information
 - vii) theft or attempted theft:
 - a) unless accompanied by forcible and /or violent entry into or exit from the Building or involving violence or the threat of violence
 - b) if Damage is caused when the Buildings are occupied by Asylum Seekers
 - viii) any undamaged part or item forming part of a set.
 - ix) Damage to:
 - a) property or structures in course of construction or erection and materials or supplies in connection with all such property ,and
 - b) land, roads, piers, jetties, bridges, culverts or excavations

Limit of Indemnity

Underwriters' liability in respect of all incidents of Damage to an item of Buildings during the Period of Insurance shall be limited as follows:

- (i) If an individual Sum Insured is specified on the Certificate Schedule for that item, Underwriters' liability shall be limited to that Sum Insured;
- (ii) In any event, Underwriters' liability shall in no circumstances exceed, in the aggregate, the total Sum Insured for the category of Buildings on the Schedule under which that item falls.

Section A - Buildings (continued)

But:-

- (i) In the event that, at the time of Damage any Buildings are awaiting refurbishment, redevelopment or renovation, then Underwriters shall not be liable for any costs which would have been incurred by You in the absence of such Damage as part of that work.
- (ii) In the event that, at the time of Damage any Buildings are the subject of an existing contract or order for demolition then Underwriters' liability shall be limited to Removal of Debris.

Average

Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely: If at the time of repair or rebuilding or replacement the Cost of Reinstatement which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the Sum Insured thereon at the commencement of any Damage to such property then You shall be considered as being Your own insurer for the difference between the Sum Insured and the sum representing the Cost of Reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The Excess shall not be reduced in the event that the Average clause applies to Your claim.

If the Alternative Basis of Settlement Condition is applied this Average clause is amended to:

The Sum Insured by each item is separately declared to be subject to Average.

In the event that the Sum Insured for any such item shall, at the commencement of Damage, be less than the value of the property covered, then the amount payable by Underwriters shall be proportionately reduced.

Other Insurances

If at the time of Damage resulting in a loss under this Section there be any other insurance effected by or on Your behalf of covering such loss or any part of it the liability of the Underwriters hereunder shall be limited to its rateable proportion of such loss.

Definitions specific to this Section

Cost of Reinstatement means:

- i) the rebuilding or replacement of property lost or destroyed which provided Underwriters' liability is not increased may be carried out:
 - a. in any manner You and the Underwriters' agree
 - b. on another site agreed by both You and the Underwriters
- ii) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Fees

Architects Surveyors Legal and Consulting Engineers Fees means:

The reasonable cost of employing architects surveyors lawyers and consulting engineers in the reinstatement or repair of the Buildings consequent upon its Damage but not for preparing any claim.

Removal of Debris means following an Insured Event costs and expenses necessarily incurred by You with the consent of the Underwriters in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the Buildings
- d) clearing drains sewers and gutters at the Premises

Section A - Buildings (continued)

The Underwriters will not pay for any costs or expenses;

- a) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section

European Community and Public Authorities

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of;

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of the lost destroyed or Damaged property thereby insured undamaged portions thereof

Excluding the cost incurred in complying with the Stipulations:-

- i) in respect of Damage occurring prior to the granting of this Extension
- ii) in respect of Damage not insured by this Section
- iii) under which notice has been served upon the Insured prior to the happening of the Damage
- iv) for which there is an existing requirement which has to be implemented within a given period
- v) in respect of property entirely undamaged by any peril hereby insured against
- c) the additional cost that would have been required to make good the property lost destroyed or Damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- d) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Extensions

Cover under this Section is extended to include:

- a) Underground Services - accidental physical Damage to underground pipes services and cables at the Premises for which You are responsible.
- b) Transfer of interest - if at the time of Damage to the Buildings covered by this Section You shall have contracted to sell Your interest in such Buildings and the purchase has not been but shall thereafter be completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion.
- c) Automatic Reinstatement - in the absence of Your or Our written notice the Sum Insured reducing following Damage will be automatically reinstated as from the date of the occurrence subject to You undertaking to pay the appropriate additional premium.
- d) Sanitary Ware - accidental breakage of sanitary fixtures and fittings for which You are responsible.

Section A - Buildings (continued)

- e) Trace and Access - We will pay You the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage resulting from;
 - i) the escape of water from any tank, apparatus or pipe serving the Buildings
 - ii) accidental Damage to cables, underground pipes and drains serving the Buildings

Provided that the maximum amount payable under this Extension shall not exceed in any one period of insurance £2,500.

- f) Rent Receivable - Following an Insured Event under this Section which renders the Buildings uninhabitable, in respect of Rent Receivable, We will pay to You the amount by which the Rent Receivable during the period of this insurance in consequence of the Damage, falls short of the rent which would have been received during the same period had the Damage not occurred, less any Savings in respect of expenditure payable out of Rent Receivable which reduces or ceases in consequence of the Damage.

In arriving at the amount of Rent Receivable such adjustment shall be made as may be necessary to provide for trend, variations or other relevant circumstances, either before or after the Damage, so that the figures thus adjusted shall represent as nearly as may be reasonable practicable the rent which but for the Damage, would have been obtained during the relative period after the Damage.

If following the Damage the amount of Rent Receivable is maintained by the provision of alternative accommodation by You such rent shall be taken into account in calculating the amount payable.

If at the time of Damage the Sum Insured by any item on Rent Receivable is less than the amount of rent which would have been received during the Period of Insurance if the Damage had not occurred (or a proportionately increased multiple thereof if the rental period exceeds 12 months) the amount payable shall be proportionately reduced.

Underwriters Limit of Liability on any item of Rent Receivable shall not exceed the Sum Insured stated in the Schedule.

Section B - Trade Contents

Underwriters agree that if, during the Period of Insurance, an item of Property Insured at the Premises sustains Damage due to a Defined Peril, then following Insured Event under this Section Underwriters will replace the damaged items or at their option will pay You as follows:-

- (i) Trade Contents-
 - a) the cost of replacing the item as new, or
 - b) pay the cost of repairing any item.
- (ii) Stock - the cost price of the goods to You
- (iii) Household Goods - the cost of repair or replacement as new other than for clothing and soft furnishings for which a deduction for wear, tear and depreciation will be made.

provided that the Sum Insured is at least equal to replacing all items under this Section otherwise You shall be considered as being Your own Insurer for the difference and shall bear a rateable share of the Loss accordingly.

Business Equipment All risks extension (this only applies if this is extension is operative on your Schedule)

Underwriters agree that if, during the Period of Insurance, an item of Trade Contents anywhere within the territorial limits stated in the Schedule sustains Damage, then following an Insured Event under this Section Underwriters will replace the damaged items or at their option will pay You either the cost of replacing the item as new or pay the cost of repairing any item.

Limit of Liability

The liability of the Underwriters under this Section shall not exceed the Sum Insured by each item stated in the Schedule.

Exclusions applying to this Section

Underwriters will not pay for:

- 1) Consequential loss of any kind or description.
- 2) Damage caused by
 - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, the Insured' s own faulty or defective design or materials; or
 - b) faulty or defective workmanship, operational error or omission on the part of the Insured or any of the employees but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause.
- 3) Damage caused by
 - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring scratching, vermin or insects; or
 - b) change in temperature or atmospheric or climatic conditions; or
 - c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - d) erasure or distortion of information on computer systems or other records

but this shall not exclude such Damage which itself results from a Defined Peril or from any other cause not otherwise excluded
- 4) any loss from Unattended Vehicle or Trailer
- 5) Damage by confiscation or detention by Customs or other officials or authorities

Section B - Contents (continued)

- 6) Damage caused by
 - a) acts of fraud or dishonesty by the Insured' s employees: or
 - b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
 - c) any process of fitting, testing, servicing, repair, renovation or adjustment

- 7) theft or attempted theft following (this exclusion does not apply to Business Equipment All risks extension if operative) :
 - a) unless accompanied by forcible and violent entry into or exit from the Building or involving violence or the threat of violence
 - b) Loss or Damage caused when the Buildings are occupied by Asylum Seekers

- 8) the amount of the Excess specified in the Schedule in respect of each and every loss.

Extensions to Section B

Following an Insured Event under this Section cover is extended to include:

- a) Removal of Debris - costs and expenses necessarily incurred in the removal of debris following Damage to the Property Insured provided the amount payable by the Underwriters under this Extension shall not exceed £25,000
- b) Locks and Keys - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force or violence subject to a maximum of £1,000 any one claim
- c) Architects Surveyors Legal and Other Fees - costs of architects surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the Trade Contents following Damage provided the amount payable by the Underwriters under this Extension shall not exceed £25,000. Fees for the preparation of any claim are not included
- d) Public Authorities Costs - costs incurred to the Trade Contents where reinstatement is required solely to comply with any Act of Parliament or Local Authority bye-law provided that notice under such Act or bye-law had not been served on the Insured before Damage.
- e) Automatic Reinstatement - in the absence of written notice by You or by the Underwriters to the contrary the Sum Insured reducing following Damage insured will be automatically reinstated as from the date of the occurrence Your undertaking to pay the appropriate additional premium
- f) Seasonal Increase - the Sums Insured for Stock only shall be increased by 25% during the months of November and December and the first 14 days of January
- g) Temporary Removal - Trade Contents temporarily removed for cleaning renovation or repair within Buildings anywhere in the United Kingdom subject to the liability of the Insurers not exceeding 10% of the Sum Insured for Trade Contents
- h) Sanitary Ware - accidental breakage of sanitary fixtures and fittings for which You are responsible

Section B - Contents (continued)

- i) Fixed Glass Signs Blinds and Canopies - accidental Damage to fixed glass signs blinds or canopies occurring at the Premises including:
 - i) costs involved in necessary boarding up pending replacement of glass
 - ii) any lettering ornamentation or alarm foil
 - iii) Damage to contents of display windows showcases or counters provided that Underwriters shall not be liable for:
 - 1) more than £1,000 any one claim under i,ii or iii above in the aggregate and £1,000 any one sign blind or canopy unless otherwise stated herein
 - 2) Damage to frames or framework unless the glass therein is broken at the same time
 - 3) superficial cracks or chipping

- j) Underground Services - accidental physical Damage to underground pipes services and cables at the Premises for which You are responsible provided the amount payable by Underwriters under this Extension shall not exceed £25,000

- k) Goods in Transit - Damage to Stock under this Section whilst in transit anywhere in the United Kingdom including:
 - i) Damage arising from loading and unloading of vehicles
 - ii) the costs of removal of debris and site clearance following Damage
 - iii) the cost of the transfer of property to another vehicle following Damage insured

Provided that:

 - i) vehicles are maintained in a roadworthy condition
 - ii) security locks alarms and other security devices are maintained in an efficient working condition
 - iii) all doors be locked windows and other openings closed and securely fastened and all alarms and other security devices be made operative whenever the vehicles are left unattended.
 - iv) vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this extension overnight shall mean from 9.00pm or whenever the vehicle was last occupied whichever is the earlier to 6.00am or until the vehicle is first used whichever is the later)
 - v) the Underwriters liability under this Extension shall not exceed £5,000 any one claim
 - vi) the Underwriters shall not be liable for the first £100 of each and every claim.

- l) Garden Furniture - Damage to garden furniture in the grounds of the Premises stated in the Schedule up to a maximum of £500 any one claim including theft not involving forcible and violent entry to the Premises but excluding the first £100 of each and every claim.

- m) Theft Damage to Buildings - Damage to the Buildings for which You are responsible caused by theft or any attempt thereat provided that Underwriters liability is for no more than 10% of the Trade Contents Sum Insured

- n) Loss of Metered Water - the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage up to an amount not exceeding £2,500 in respect of any one claim and £5,000 in the aggregate in any one period of insurance. You must record the reading of the meter at intervals of not more than 30 days.

- o) Rent Payable - Your legal liability as tenant to pay rent for the period not exceeding two years during which the accommodation is un-tenantable up to a maximum of 25% of the Sum Insured by this Section.

- p) Damage to Landscaped Gardens - the cost of restoring any Damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Premises up to a maximum of £1,000 in any one Period of Insurance.

Section C - Business Interruption

Definitions

(For the purpose of this Section only)

- 1) Net Revenue - shall mean the money paid or payable You for goods sold and services rendered in the Business at the Premises less the cost of purchases relative thereto.
- 2) Loss of Net Revenue - shall mean the shortage in the Net Revenue during the Indemnity Period compared with the corresponding period in the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting it either before or after the Damage or which would have affected it had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the Indemnity Period after the Damage.
- 3) Increased Cost of Working - shall mean the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing Loss of Net Revenue which but for such expenditure would have taken place during the Indemnity Period but not exceeding the Loss of Net Revenue thereby avoided.
- 4) Savings - shall mean such charges and expenses of the Business (normally payable out of Net Revenue) as may cease or be reduced during the Indemnity Period in consequence of the Damage.
- 5) Indemnity Period - shall mean the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period (shown in the Schedule) thereafter during which the results of the Business shall be affected in consequence of the Damage.
- 6) Notifiable Disease
Illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS-related condition) an outbreak of which the competent local authority has stipulated shall be notified to them.

The Cover

Underwriters will indemnify You for loss of Net Revenue and Increased Cost of Working resulting from Damage at the Premises which causes interruption of or interference with Your Business provided that:

- a) An Insured Event has occurred under Section A or B of this Certificate, or
- b) payment has been made or liability admitted for the Damage under an insurance covering Your interest of the Property Insured at the Premises, or
- c) payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount

Limit of Liability

Underwriters liability in any one Period of Insurance shall not exceed in the Sum Insured by each item specified in the Schedule.

Basis of Claims Settlement

Loss of Net Revenue or Increased Cost of Working less any Savings.

Conditions

- a) Average - if at the time of the Loss the Net Revenue as adjusted for the trend of the Business and the Maximum Indemnity Period shall be greater than the Sum Insured stated in the Schedule then You shall be considered as Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b) VAT - 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.
- c) Goods Sold Elsewhere - if during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business the money paid or payable in respect of such sales or services shall be brought into account in determining the Loss of Net Revenue.
- d) Liquidation - This Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance.

Section C - Business Interruption (continued)

Extensions

Cover under this Section is extended to include Loss of Net Revenue or Increased Cost of Working directly as a result of:

- a) Denial of Access - Following Damage as a result of a Defined Peril to property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Property Insured is Damaged or not, but excluding Damage to property of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services which prevent or hinders the supply of such services
- b) Loss of Utilities - Following an Insured Event under Sections A or B of this Certificate, failure of any public or private supply undertaking from whom You obtain electricity gas or water by but excluding:
 - i) where such failure is for a period of less than 60 minutes
 - ii) in consequence of the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply as a result of drought or any other reason
 - iii) in consequence of a fault in any part of the installation belonging to You
- c) Suppliers - Following Damage as a result of a Defined Peril to Your supplier's premises that is situated within the United Kingdom but excluding the Premises of any public or private supply undertaking from whom You obtain electricity gas or water. Underwriters limit of liability under this Extension shall be 10% of the Sum Insured on Loss of Net Revenue or £25,000 whichever is the less.
- d) Closure - of the Premises by the Authorities following:
 - i) an outbreak of any notifiable human infectious or contagious disease
 - ii) murder or suicide
 - iii) food poisoning or drink poisoning
 - iv) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water

Underwriters liability under this extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage.

Accountants Fees - the reasonable fees payable by You to Your professional accountants for producing such information or evidence as may be required by the Underwriters in connection with any claim under this Section up to 10% of the Sum Insured on Loss of Net Revenue or £25,000 whichever is the less.

Automatic Reinstatement - in the absence of written notice by You or the Underwriters to the contrary the Sum Insured reducing following the loss will be automatically reinstated as from the date of the occurrence provided that You undertake to pay the appropriate additional premium.

Alternative Residential Accommodation

If as a result of Damage the residential portions of the property are unfit to live in or access is denied the Underwriters will pay insofar as they are not otherwise insured;

- a) the costs of reasonable alternative accommodation and the temporary storage of residents furniture
- b) the cost of reasonable accommodation in kennels or catteries for residents' dogs and cats

Provided the liability of the Underwriters under this Extension shall not exceed 20% of the Sum Insured of the Property Insured that has been Damaged.

Section D - Money

Underwriters agree to indemnify You for amounts not exceeding the Sum Insured stated against each item(s) in the Schedule against;

- a) Damage to Money items from any cause whilst:
 - i) In the Premises during Business Hours or in transit or bank night safe
 - ii) In the Premises or Your private dwelling or domestic living quarters or any authorised partner director or employee outside Business Hours contained in a securely locked safe or strongroom
 - iii) In the Premises outside Business Hours not contained in a securely locked safe
 - iv) In the custody or private dwelling or domestic living quarters of the Insured or any authorised partner director or employee of the Insured out of Business Hours
 - v) In a gaming, amusement or vending machine not exceeding £300 any one claim.
- b) Damage to Non Negotiable Items from any cause up to £250,000 in any one Period of Insurance.

Obligations specific to this Section

No cover will operate under this section unless:

- a)
 - i) You keep any till or cash register on the Premises open and unlocked outside of Business Hours
 - ii) You keep a daily record of all Money in transit and on the Premises and that such record shall be deposited in a safe place other than in the safes or place containing the Money
 - iii) outside of Business Hours the safes and strongrooms locked and the keys of the safes and strongrooms removed from the Premises.
- b) Where the amount of Money exceeds GBP 2,500 in transit You ensure that the number of Insured Persons accompanying the transit meet with the minimum security stated below

Amount of Money in Transit	Minimum Security
GBP 2,500 - GBP 5,000	2 able bodied and responsible Insured Persons
GBP 5,001 - GBP 7,500	3 able bodied and responsible Insured Persons
GBP 7,500 - GBP 10,000	4 able bodied and responsible Insured Persons

where the amount of Money in transit exceeds GBP 10,000 a professional Security Company must be employed to carry out the transit otherwise no cover will operate under this Section provided that at all times Underwriters' liability does not exceed the Sum Insured stated in the Schedule.

Exclusions applying to this Section

The liability of the Underwriters under this Section excludes;

- a) Shortages due to clerical or accounting errors
- b) Damage due to the fraud or dishonesty of any person employed by You:-
 - i) not discovered within 7 working days of its occurrence
 - ii) more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances
- c) Damage to Money and or Non Negotiable Items from:-
 - i) vending or gaming machines unless specifically stated in the Schedule
 - ii) unattended vehicles
 - iii) any unattended room in the Premises during Business Hours for an amount exceeding GBP 500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room
- d) Damage arising elsewhere than in the Territorial Limits

Section D - Money (continued)

- e) Damage to Money and or Non Negotiable Items from theft or attempted theft unless accompanied by forcible and violent entry into or exit from the Building or involving violence or the threat of violence
- f) Damage to Money in transit that is left unaccompanied
- g) The amount of any applicable Excess specified in the Schedule

Assault Section

In the event of Injury to an Insured Person as a direct result of assault, robbery or hold up or any attempt thereat at the Premises or whilst carrying Money belonging to the Business and insured under this Certificate, then the Underwriters will pay the Compensation specified in the Schedule in respect of the following;

- a) Death
- b) Loss of Sight
- c) Loss of Limb(s)
- d) Permanent Total Disablement
- e) Medical Expenses
- f) Temporary Total Disablement.

The Compensation payable in respect of Temporary Total Disablement shall not exceed the Insured Person's weekly remuneration from You.

Clauses applying to Assault Section:

- 1) In the event of any Injury, the Insured Person must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable
- 2) You shall notify the Underwriters within 7 days of the incident giving rise to the claim providing all necessary details and obtain Your own expense any medical report(s) as may be required by the Underwriters
- 3) The Insured Person shall at the Underwriters request submit themselves to medical examination at the Underwriters' expense as often as they deem necessary
- 4) No Compensation shall be payable until the period of Disablement has been determined and (where Temporary) ceased
- 5) Notwithstanding anything to the contrary in 4) above, Underwriters may at their discretion pay any Compensation due at intervals in arrears
- 6) Compensation will only be paid by Underwriters on production of a medical certificate or other such written evidence from a qualified medical practitioner.

Exclusions applying to this Assault Section:

The liability of the Underwriters under this Section excludes;

- i) more than one item of a) to d) above in connection with the same incident, except that if any personal Injury is payable under item d) it shall be deducted from any amount subsequently paid under items a) b) or c)
- ii) Death Injury Permanent Total Disablement or Temporary Total Disablement caused or contributed to or arising from any pre-existing defect infirmity illness or disease.

Section E - Frozen Food

Following an Insured Event Underwriters agree to pay You, if Your foodstuffs or foodstuffs held by You in trust or on commission or for which You are responsible whilst at the Premises, contained in the refrigerating units is Damaged by deterioration, contamination or putrefaction arising from:

- a) rise or fall in temperatures as a result of: -
 - i) the breaking, distortion or burning out of any part of the unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit
 - iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- b) Accidental leakage of refrigerant or refrigerant fumes from the unit which occurs during the Period of Insurance.

provided that Underwriters' liability does not exceed the Sum Insured stated in the Schedule.

Obligations

You must:

- a) in respect of any refrigerating unit(s) which is more than 5 years old, at the commencement and throughout the currency of this insurance:
 - i) have an annual maintenance agreement in place ,and
 - ii) be in possession of maintenance documents that confirm a satisfactory service by a qualified engineer has been completed in the last twelve months.
- b) in the event of Damage obtain a Condemnation Certificate by the relevant authority under current legislation

Otherwise no cover will operate under this Section.

Exclusions

The liability of the Underwriters under this Section does not cover;

- a) Damage resulting from: -
 - i) failure of the public supply services which do not exceed 30 consecutive minutes
 - ii) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertakings systems or any scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment
 - iii) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls
 - iv) the failure of any cold chamber or deep freeze which is over ten years old
- b) The amount of the Excess specified in the Schedule

Section F - Loss of Licence

In the event of a Licence granted in respect of the Premises for the sale by retail of excisable liquors (the Licence) becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the Period of Insurance such suspension forfeiture or refused renewal being occasioned by reasons beyond Your control the Underwriters will pay or make good to You all loss that You shall sustain in respect of:

- a) the depreciation in value of Your interest in the Premises and loss of Gross Revenue by the suspension, forfeiture of or refusal to renew the Licence up to an amount not exceeding the Sum Insured stated in the Schedule
- b) in addition, the costs and expenses incurred by You with the written consent of the Underwriters in connection with any appeal against the suspension, forfeiture of or refusal to renew the Licence.

For the purposes of this Section only the definition of You is deemed to include the Licence holder.

Clauses applying to this Section:

- a) In the event of the death, bankruptcy, incapacity, desertion of the premises or conviction (for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant manager, occupier or Licence holder, You shall where practicable and at the request of the Underwriters procure a suitable person to replace him and one to whom the Justices will transfer the Licence or grant the Licence by way of renewal.
- b) You shall immediately give notice in writing to the Underwriters and supply such additional information and give such assistance as the Underwriters may reasonably require as otherwise Underwriters may refuse to pay Your claim on becoming aware of any:
 - i) complaint against the Premises or the control thereof
 - ii) proceedings against or conviction of the Licence holder, manager, tenant or occupier of the Premises for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
 - iii) transfer or proposed transfer of the Licence
 - iv) alteration in the purpose for which the Premises are used
 - v) objection to renewal or other circumstances which may endanger the Licence or renewal thereof
- c) If the suspension of, forfeiture of or refusal to renew the Licence be occasioned wholly or partly by or through the is conduct or procurement or connivance or neglect or omission by You or by any omission by You to take any step necessary for keeping the Licence in force, no claim shall arise under this Insurance unless You shall prove to the reasonable satisfaction of the Underwriters that such matter was beyond Your power or control

Exclusions applying to this Section

- a) The liability of the Underwriters under this Section does not cover the refused renewal suspension or forfeiture of the Licence arising directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from any alteration of the law affecting the grant surrender, refusal to renew, suspension or forfeiture of licenses.
- b) if You shall be entitled to obtain the payment of compensation under the provisions of any statute or statutory instrument or regulation in respect of the suspension of forfeiture of or refusal to renew the Licence no claim shall arise under this Section
- c) If the suspension of forfeiture of or refusal to renew the Licence be occasioned wholly or partly by a criminal act of the owner, manager or Employees, no claim shall arise under this Insurance

Section G - Books Debts

Underwriters will indemnify You if Your books of accounts other business books, records or Computer records at the Premises should be destroyed or Damaged by Defined Perils and in consequence thereof You are unable to trace or establish the outstanding debit balance in whole or in part due to You, then Underwriters will pay to You the loss sustained in respect of outstanding debit balances directly due to the Damage and the amount payable in respect of any one occurrence shall not exceed:-

- i) the difference between
 - a) the outstanding debit balances, and
 - b) the total of the amounts received or traced in respect thereof
- ii) the additional expenditure incurred with the previous consent of the Insurers in tracing and establishing outstanding debit balances after the damage.

If the sum insured be less than the outstanding debit balances the amount payable shall be proportionately reduced.

The insurance under this Section includes all reasonable charges payable by You to Your auditors for producing and identifying any particulars or details contained in the books of account or other business books or records, or documents or such other proofs, information or evidence as may be required by Underwriters.

Definitions

Outstanding debit balances

The total shown in the Your last audited accounts adjusted for:-

- i) bad debts
- ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the last statement relates and the date of the damage, and
- iii) any abnormal conditions of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

Customers' Accounts

The accounts of all Your customers and/or agents who purchase goods from You or to whom Your services are rendered .

Clauses & Conditions

- 1) This Section shall be void if:-
 - a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued,
 - b) or Your interest ceases other than by death at anytime after the commencement of this Insurance, unless its continuance be admitted in writing by or on behalf of Underwriters.
- 2) Automatic Reinstatement of Loss following an Insured Event under this Section the Sum Insured shall be immediately and automatically reinstated, and the You undertake to pay the additional premium on the amount of loss at the rate applicable pro-rata from the date of the loss to the expiration of this Certificate.
- 3) Fire Resistant Safes
You must ensure that all books of accounts, other business books or records are kept in a fire resistant safe or cabinet when the Premises are unattended otherwise no cover will operate under this Section.

Section H - Liability

1. Definitions

(For the purpose of this Section only)

1. Business - shall extend to include:
 - a. the provision and management of canteens clubs sports athletic and social welfare organisations for the benefit of the Insured's Employees
 - b. the ownership repair maintenance and decoration of the Insured's Premises and the provision and management of first aid fire and ambulance services
 - c. private work carried out by any Employee of the Insured (with the consent of the Insured) for any director partner or official of the Insured.

2. Employee - shall mean:
 - a. any person under a contract of service or apprenticeship with the Insured
 - b. any labour master or labour only subcontractor or person supplied or employed by them
 - i) any self-employed person
 - ii) any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured
 - iii) any student or person undertaking work for the Insured under a work experience or similar scheme while engaged in the course of the Business.

3. Bodily Injury - shall include:
 - a. death illness or disease
 - b. wrongful arrest wrongful detention false imprisonment or malicious prosecution
 - c. mental injury mental anguish or shock but not defamation.

4. Property - shall mean material property.

5. Product Supplied - shall mean any product or thing sold supplied erected repaired altered treated installed tested serviced or delivered by or through the Insured in the course of the Business in or from Great Britain Northern Ireland the Isle of Man or the Channel Islands.

6. Territorial Limits - shall mean:
 - a. Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - b. elsewhere in the world where directors partners or Employees of the Insured who are ordinarily resident in 6 a)above are on a temporary visit for the purpose of non-manual work on the Business of the Insured Provided that the Insurers shall not be liable to indemnify the Insured in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation.

7. Contractual Liability - shall mean liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

2. The Cover

Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation in respect of an Event occurring within the Territorial Limits unless otherwise stated.

Event 1 - Employers' Liability

Bodily Injury caused to an Employee.

Event 2 - Public Liability

Accidental Bodily Injury to any person or accidental Damage to Property or obstruction trespass or nuisance.

Event 3 - Products Liability

Accidental Bodily Injury to any person or accidental Damage to Property occurring anywhere in the world caused by any Product Supplied.

3. Limit of Liability

1. Event 1 - Employers' Liability - The Limit of Indemnity stated in the Schedule in respect of Compensation costs and expenses.
2. Event 2 - Public Liability - The Limit of Indemnity stated in the Schedule in respect of any one accident or series of accidents arising out of any one event.
3. Event 3 - Products Liability - The Limit of Indemnity stated in the Schedule in the aggregate during any one Period of Insurance.

4. Extensions

This Section is extended to include:

1. Defective Premises Act 1972 - liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any Premises which were occupied or owned by the Insured in connection with the Business. Provided that the Insurers shall not be liable for the cost of remedying any defect or alleged defect in such Premises.
2. Leased or Rented Premises - Exception 4. b) shall not apply to Damage to Premises leased or rented to the Insured. Provided that the Insurers shall not indemnify the Insured against:
 - a. Contractual Liability
 - b. the first £250 of Damage caused otherwise than by fire or explosion.
3. Motor Contingent Liability - notwithstanding Exclusion 2. c) the Insurers will indemnify the Insured within the terms of this Section in respect of liability for Bodily Injury or Damage to Property caused by or through or in connection with any motor vehicle or trailer attached thereto (not belonging to or provided by the Insured) being used in the course of the Business.

Provided that the Insurers shall not be liable for:

- a. Damage to any such vehicle or trailer
- b. any claim arising whilst the vehicle or trailer is:
 - i) engaged in racing pace-making reliability trials or speed testing
 - ii) being driven by the Insured
 - iii) being driven with the general consent of the Insured or his representative by any person who to the knowledge of the Insured or other such representatives does not hold a licence to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands.
 - iv)

4. Costs - the Insurers will in addition to the indemnity granted by each Event pay:
 - a. for all costs and expenses recoverable by any claimant from the Insured
 - b. the solicitors fees incurred with the written consent of the Insurers for representation of the Insured at:
 - i) any coroner's inquest or fatal accident inquiry
 - ii) proceedings in any Court arising out of any alleged breach of a statutory duty resulting in Bodily Injury or Damage to Property
 - c. all costs and expenses incurred with the written consent of the Insurers in respect of a claim against the Insured to which the indemnity expressed in this Certificate applies.

5. Indemnity to Other Persons - the Insurers will indemnify the following as if a separate Certificate had been issued to each:
 - a. in the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured
 - b. at the request of the Insured:
 - i) any officer or member of the Insured's canteen clubs sports athletic social or welfare organization's and first aid fire security and ambulance services in their respective capacity as such.
 - ii) any director partner or Employee of the Insured while acting in connection with the Business in respect of liability for which the Insured would be entitled to indemnity under this Certificate if the claim for which indemnity is being sought had been made against the Insured.

Provided that:

 - a. any persons specified above shall as though they were the Insured be subject to the terms Exclusions and conditions of this Certificate in so far as they can apply
 - b. nothing in this Extension shall increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity of the operative Event(s) regardless of the number of persons claiming to be indemnified.

6. Legal Defence - irrespective of whether any person has sustained Bodily Injury the Insurers will at the request of the Insured also pay the costs and expenses incurred in defending any director manager partner or Employee of the Insured in the event of such a person being prosecuted for an offence under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. The Insurers will also pay the costs incurred with their written consent in appealing against any judgment given.

Provided that:

 - a. the offence was committed during the Period of Insurance
 - b. the indemnity granted hereunder does not:
 - i) provide for the payment of fines or penalties
 - ii) apply to prosecutions which arise out of any activity or risk excluded from this Certificate
 - iii) apply to prosecutions consequent upon any deliberate act or omission
 - iv) apply to prosecutions which relate to the health, safety or welfare of any Employee unless Event 1 is operative at the time when the offence was committed
 - v) apply to prosecutions which relate to the health, safety or welfare of any person not being an Employee unless Event 2 is operative at the time when the offence was committed
 - c. the director manager partner or Employee shall be subject to the terms Exclusions and conditions of this Certificate so far as they can apply

7. Cross Liabilities - the Insurers will indemnify each Insured to whom this Certificate applies in the same manner and to the same extent as if a separate Certificate had been issued to each provided that the total amount of compensation payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Provided that the Insurers shall not indemnify the Insured against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Certificate.

8. Liability for Guests' Property - Notwithstanding Clause 6 Exclusion 4.a) and b), Event 2 - Public Liability, subject otherwise to its terms, extends to indemnify the Insured against legal liability (not being liability assumed under contract) for
- a. Damage to guests' Property (other than motor vehicles and the contents thereof) contained in the Premises
 - b. Damage to guests' motor vehicles and the contents thereof in the garage or car park of the Premises
- Provided that
- i) this Extension shall not apply to guests' Property which is expressly offered to the Insured or an authorised Employee for safe custody unless it is accepted and deposited in a locked safe approved by the Insurers
 - ii) if the Business is an establishment to which the Hotel Proprietors Act applies the Insured have displayed a copy of the notice set out in the schedule to the Act in a conspicuous position at or near the reception office or desk or where there is no reception office or desk at or near the main entrance to the Licensed Premises
 - iii) the Insureds garage shall be securely locked overnight (iv) the liability of the Insurers in respect of or arising out of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed
 - a. £10,000 for Property deposited for safe custody
 - b. £25,000 in all for any one claim The Insurers shall in addition pay all legal costs and expenses recovered against the Insured by any claimant and/or incurred with the written consent of the Insurers.

9. Cloakroom Liability - Event 2 - Public Liability extends to indemnify the Insured against liability for Damage to Property (excluding gold and silver articles jewellery watches and the like) belonging to guests or patrons caused by theft or accidental means whilst such Property is deposited in the cloakroom in the Premises occupied by the Insured Provided that
- a. this Extension shall not provide indemnity against Damage by or due to fire and/or explosion
 - b. the liability of the Insurers under this Extension shall not exceed the sum of £1,000 in respect of any one cloakroom or the sum of £100 in respect of any one article
 - c. the cloakroom shall be locked-up whenever it is left unattended when guests or patrons Property is deposited therein
 - d. the Insured shall issue numbered tickets to each guest or patron in respect of Property deposited in the cloakroom and shall prominently display in each cloakroom notices reading as follows:

"This cloakroom is provided for the convenience of guests and patrons and no responsibility can be accepted for the safety of Property left therein although all possible precautions will be taken"

5. Conditions

- a. Maximum Payments - The Insurers may at any time at their sole discretion pay to the Insured the Limit of the Indemnity (less any sum or sums already paid in respect of or in lieu of compensation) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurers shall not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment.

Provided that in the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in Excess of the Limit of Indemnity the Insurer' s liability for costs and expenses shall not exceed an amount being in the same proportion as the Insurer' s payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

- b. Contribution - If at the time of any event to which Section H applies there is or but for the existence of this Certificate there would be any other insurance covering the same liability the Insurers shall not be liable under this Certificate except in respect of any Excess beyond the amount which would be payable under such other insurance had this Certificate not been effected.
- c. Disputes - Any dispute concerning the interpretation of the terms of Section H shall be resolved in accordance with the jurisdiction of the territory in which this Certificate is issued.
- d. Limitation - The Insurers shall not indemnify the Insured for Damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event exceeding £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Condition d "War Civil War Terrorism or Political Risk" means war invasion acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of Property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Condition d "Terrorism" means an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

6. Exclusions

Exclusions applying to Event 1 only

The Insurers shall not indemnify the Insured in respect of liability:

- 1. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security

Exclusions applying to Event 2 only

The Insurers shall not indemnify the Insured against liability:

- 1. for Contractual Liability unless the sole conduct and control of claims is vested in the Insurers but the Insurers will not in any event indemnify the Insured in respect of liquidated Damages or liability under any penalty clause
- 2. arising out of the ownership possession or use by or on behalf of the Insured of any:
 - a) aircraft aerospace device or hovercraft
 - b) watercraft
 - c) mechanically propelled vehicle licensed for road use other than liability caused by or arising out of the loading or unloading of such vehicles but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle.
- 3. arising from any Product Supplied after it has ceased to be in the possession of the Insured or any Employee other than food or drink for consumption on the Insured's Premises
- 4. in respect of Damage to Property:
 - a. belonging to the Insured
 - b. in the custody or under the control of the Insured or any Employee (other than Property belonging to visitors directors partners or Employees of the insured)
- 5. the first £250 of Damage to Property other than for Damage to Premises leased or rented by the Insured.

Exclusions applying to Event 3 only

The Insurers shall not indemnify the Insured against liability:

6. for Contractual Liability other than liability arising out of a condition or warranty of goods implied by law.
7. in respect of Damage to or the cost or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied arising from:
 - a. a defect in or the harmful nature of such product
 - b. an error or fault in connection with the sale supply or presentation of such product
8. arising from any Product Supplied whilst in the possession of the Insured or any Employee in the course of his employment by the Insured
9. arising from any Product Supplied which to the knowledge of the Insured is for use in or on any aircraft missile or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
10. arising from any action brought against the Insured in any country not being a member of the European Community where the Insured has a branch or a parent or subsidiary Insurers or is represented by a person or Insurers holding the Insured's power of attorney
11. arising from any Product Supplied, which to the knowledge of the Insured is for use in or supply to the United States of America or Canada.

Exclusions applying to Events 2 and 3 only

The Insurers shall not indemnify the Insured in respect of:

12. Bodily Injury to any Employee arising out of and in the course of his employment by the Insured
13. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged
14. liability caused by or attributable to any treatment given by or on behalf of the Insured
15. arising out of Pollution of the atmosphere or of any water, land, Buildings or other tangible Property except to the extent that the Insured demonstrates that such Pollution;
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - ii) was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Certificate to have occurred at the time such incident takes place and that Underwriters total liability to pay Damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

16. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
17. Directly or indirectly resulting from, or in consequence of any travel package arrangement

Exclusions applying to Events 1, 2 and 3 only

The Insurers shall not indemnify the Insured in respect of

18. liability arising out of work undertaken or operations Offshore.

For the purposes of this Exception "Offshore" shall mean from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation from a conveyance onto land upon return from such offshore rig or offshore platform
19. arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of Underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

General Exclusions

This Certificate does not cover the following:

Asbestos Exclusion

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Building Works Exclusion

This Certificate does not cover any loss Damage or liability caused by or arising out of Building Works.

Contamination and Pollution Exclusion Clause

- 1) This Certificate does not cover any loss, liability, Damage or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
- 2) This Exclusion does not apply if such loss or Damage arises out of one or more of the following perils:
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

General Exclusions continued

Electronic Data Exclusion

1) Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows;

- a) The Underwriters shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this Certificate subject to all its terms conditions and exclusions will cover physical damage occurring during the Period of Insurance to the Property Insured by the original Certificate directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

2) Electronic Data Processing Media Valuation

Despite any provision to the contrary within the Certificate should electronic data processing media insured by this Certificate suffer physical loss or Damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated gathered or assembled

General Exclusions continued

Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this Certificate inconsistent therewith:

In no case shall this Certificate cover loss Damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

This Certificate does not cover any loss Damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is:

- i) any physical loss or Damage to Insured Property
- ii) any Defined Peril or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Certificate that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

Notwithstanding anything within the Certificate or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Certificate does not cover loss or destruction of or Damage to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of:

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association

In any action suit or other proceedings where Underwriters allege that by reason of the provisions of this exclusion any loss, destruction or Damage or consequential loss is not covered by this Certificate the burden of proving that such loss is covered shall be upon You.

General Exclusions continued

Nuclear Energy Risks Exclusion Clause

This Certificate shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Certificate Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto it is agreed that this Certificate excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If Underwriters allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon You.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover loss or Damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

General Certificate Conditions

Arbitration

If any difference shall arise as to the amounts to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.

Asbestos

This Certificate only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these Defined Perils;

Fire, lightning, explosion or aircraft (Listed Perils)

This coverage is subject to all limitations in the Certificate to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this Certificate for Damage by a Listed Peril.
- b) the Listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c) the Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the first Damaged the asbestos.

However this Certificate does not insure any such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.

This Certificate shall provide no cover (whether for physical Damage business interruption delay of repair or other consequential loss) in respect of;

- i) wear and tear or inherent defect, quality or vice in or of any asbestos
- ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (Damaged or otherwise) or
- iii) any asbestos which the Listed Peril has not physically Damaged.

Cancellation

We may cancel the Certificate by writing to You at Your last or known address confirming that all cover will end 14 days after the date of Our letter.

You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the Certificate wording, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim on this Certificate, not to refund any premium.

This Certificate may be cancelled at any time at the request of the Insured in writing to the Intermediary who effected the Certificate, and the premium hereon shall be adjusted on the basis below

If the Premises are occupied then a pro-rata return will be issued subject to a minimum time on risk charge of £75.00 + IPT + any administration fees that have been paid to us.

Certificate Conditions (continued)

Claims - Your Duties

On the happening of any event which may give rise to a claim

You shall:

- a) General applicable to all Sections;
 - i) notify the Underwriters immediately, but in any event within 30 days
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) inform the Police immediately and Underwriters within 14 days if the Damage is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - iv) give all information and assistance the Underwriters may require in a timely manner
- b) Applicable to Section A - Buildings;

Within 30 days or such further time as the Underwriters may in writing allow, deliver to the Underwriters a written claim providing at the Insured's own expense, all details proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require including any other insurances on any Property Insured by this Certificate and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any item under Sections A or B is to be reinstated or replaced by the Underwriters, You shall at Your own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances Underwriters may require sight of freehold title or the lease which You must be provide within 30 days of any such a request.

No claim under this Section shall be payable unless the terms of this condition have been complied with

- c) Applicable to Section C
 - i) within 14 days after the expiry of the Indemnity Period or within such further time as the Underwriters may in writing allow at the Insured's own expense deliver to the Underwriters a statement setting out particulars of the claim together with details of all other insurances covering any part of the Damage or resulting loss of revenue
 - ii) You shall at Your own expense also provide the Underwriters with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Underwriters immediately.

- d) Applicable to Section H - Liability
 - i) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the Underwriters
 - ii) immediately forward to the Underwriters every letter claim writ summons and process immediately upon receipt without acknowledgement
 - iii) advise the Underwriters in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry.

Claims Notification Notice

- a. In respect of claims under this Certificate You should:
 - To make a claim under your Certificate (Sections A-G) telephone - 0345 604 6615 or 02920 558639
 - To make a claim under your Certificate (Sections H) telephone - 0330 100 6479
- b. In respect of any other information where Underwriters require You to notify them under the terms of this Certificate, You should contact Your insurance intermediary.

Certificate Conditions (continued)

Claims - Underwriters' Rights

The Underwriters:

- a) On the happening of Damage in respect of which a claim is made may without thereby incurring any liability or diminishing any of the Underwriters' rights under this Certificate enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Underwriters any Property and deal with such property for all reasonable purposes and in any reasonable manner.
No property may be abandoned to the Underwriters whether taken possession of by the Underwriters or not.
- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim where Underwriters have agreed to provide indemnity under this Certificate, or
- c) in the event the amount of claim is reduced under the Claims & Remedy Condition:
 - i) Underwriters shall retain their sole rights to conduct the claim including the proportion but all defence costs shall be met by Underwriters, or
 - ii) You may elect to conduct Your proportion of the claim and shall be responsible for Your own costs.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

Data Protection Act 1998

We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose Your personal details to third parties if it is necessary for the performance of Your contract with Us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract You will signify Your consent to such information being processed by the insurers or their agents.

We will keep Your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer Your information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with Your insurance application, we will assume You are agreeable for us to transfer Your information to a country outside the EEA.

Designation

For the purpose of determining where necessary the item heading under which the property is insured the Underwriters agree to accept the designation under which property has been entered in the Insured' s books.

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this Certificate or if any Damage be occasioned by the willful act or with the connivance of the then Underwriters shall be entitled:

- a) not to pay the claim,
- b) recover from You any sums paid by the Underwriters to the in respect of the claim, and
- c) to treat this Certificate as being terminated with effect from the time of the fraudulent act.

If the Certificate is treated as having been terminated the Underwriters shall be entitled to:

- a) refuse all liability to the under the Certificate in respect of the relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the Certificate

Certificate Conditions (continued)

Inflation Protection Clause

Underwriters will adjust the Sums Insured in respect of Section A Buildings in line with suitable indices of costs and the renewal premium will be based on the adjusted Sums Insured.

Instalment Premiums

If You default under a credit arrangement to pay the premium, all coverage ceases from the default date unless We agree in writing to re-instate cover

Non Invalidation

The Certificate of insurance shall not be invalidated, if there is a change in the use of the Premises which constitutes an increase in the risk of Damage which is unknown to You provided that, immediately You become aware thereof You shall give notice to Underwriters and pay an additional premium if required.

Subrogation

Any claimant under this Certificate shall at the request and at the expense of the Underwriters take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the before or after any payment is made by the Underwriters

The Underwriters shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in the name of the at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

General Certificate Definitions

Wherever the following words or phrases occur in the Certificate they will have the meaning described below unless otherwise indicated
Bodily Injury means death, illness, disease or injury

Buildings shall mean building or buildings built mainly of brick, stone or concrete and roofed with slate, tile or concrete including landlords fixtures and fittings, walls, gates and fences belonging to You or for which You are responsible at the Premises.

Building Works means any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation.

Business shall mean the business stated in the Schedule.

Damage shall mean accidental physical loss or destruction of or damage to the Property Insured.

Defined Peril

The words Defined Peril shall mean:

- a) fire, but excluding any Damage to the Property Insured caused by:
 - i) explosion resulting from fire
 - ii) earthquake or subterranean fire
 - iii) its own spontaneous fermentation or heating
 - iv) its undergoing any heating process or any process involving the application of heat
- b) lightning
- c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only belonging to or under Your control
- d) aircraft or other aerial devices or articles dropped there from
- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
excluding Damage:

General Certificate Definitions (continued)

- i) arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii) arising from cessation of work
- f) theft or attempted theft
- g) earthquake
- h) storm excluding:
 - i) Damage by flood whether resulting from storm or otherwise
 - ii) Damage attributable solely to a change in the water table level
- i) flood excluding Damage attributable solely to a change in the water table level
- j) overflowing, discharge or leaking of any sprinkler apparatus
- k) escape of water or oil from any tank, apparatus or pipe
- l) impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches and falling aerials
- m) Subsidence - (This peril operates only if stated in the Schedule)-
Damage caused by Subsidence or heave of the site the Buildings stand on or landslip subject to the following exclusions:
 - 1) Damage caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion
 - 2) Damage caused by faulty design, workmanship or material
 - 3) Damage caused by demolition of or alterations or repairs to the Buildings
 - 4) Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Buildings are Damaged at the same time and by the same cause The Buildings or land it is on settling, shrinking, bedding down or expanding
 - 5) Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Buildings were Damaged at the same time and by the same cause
 - 6) Damage which originated prior to the Inception of this cover
 - 7) We will not pay for normal settlement or bedding down of new structures

General Certificate Definitions (continued)

n) Accidental Damage - (This peril operates only if stated in the Schedule) -

Accidental Damage to the Buildings or Contents subject to the following exclusions:

- 1) We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- 2) We will not pay for explosion occasioned by the bursting of a boiler (not 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 Your control
- 3) We will not pay for Damage caused by collapse or cracking of the Buildings
- 4) We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- 5) We will not pay for acts of fraud or dishonesty
- 6) We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- 7) We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- 8) We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- 9) We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Buildings are Unoccupied
- 10) We will not pay for normal settlement or bedding down of new structures
- 11) We will not pay for Damage to property as a result of its undergoing any process
- 12) We will not pay for Damage to property in transit
- 13) We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft

- 14) We will not pay for property or structures in the course of construction or erection
- 15) We will not pay for any Damage specifically excluded elsewhere under the Contents Section or elsewhere in this Certificate
- 16) We will not pay for Damage caused by tearing or fouling or chewing by animals
- 17) We will not pay for Loss or Damage to the interior of any Building or to the Contents, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Building, first sustains storm Damage to its roof through which the rain, snow, sand or dust enters

We will not pay for the cost of general maintenance or upkeep

Excess means the first part of each and every claim as ascertained after all other terms of this Certificate have been applied.

Household Goods means household goods and personal effects belonging to You or a resident manager or any member of family permanently residing at the Premises provided such property has been included in the Proposal.

Insured(s)/You/Your means The firm, company, entity or individual named in the Schedule.

Insured Event means a claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.

General Certificate Definitions (continued)

Keyholder means You or any person or key holding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the alarm system, attend and allow access to the Premises.

Outbuilding means any building

- i) at the Premises specified in the Schedule; and
- ii) which does not incorporate permanent foundations below ground level; and/or
- iii) which is not capable of being properly secured including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance means the period specified in the Schedule and any additional period agreed by Underwriters as provided in any Endorsement.

Premises means the Building or Buildings and any Outbuildings occupied by the Insured in connection with the Business including walls, gates and fences at the Premises specified in the Schedule to each Section.

Property Insured means Buildings, Household Goods, Trade Contents and Stock

Proposal means any information or declaration provided by You or on Your behalf in connection with this insurance.

Responsible Person shall mean You or any other person authorised by You to be responsible for the security of the Premises
Schedule(s) means the Schedule specifying the terms and extent of this Certificate.

Stock means Your stock in trade or for which You are responsible excluding:

- a) motor vehicles their contents or accessories, bonds bills of exchange deeds promissory notes, cheques securities money and stamps
- b) medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule
- c) cash registers caused directly by theft or attempted theft of money
- d) paintings prints and works of art with an individual value exceeding £500

Sums Insured / Limit of indemnity means the sum or limit specified in the Schedule as applying to the relevant Section of this Certificate or items.

Territorial Limits means United Kingdom

Trade Contents means all contents other than Stock but including office equipment decorations and improvements fixtures and fittings and landlords fixtures and fittings for which the You are responsible including:

- a) personal effects and pedal cycles belonging to You, Your partners directors or employees up to an amount not exceeding £750 any one person
- b) documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or 15% of the Trade Contents Sum Insured whichever is the less
- c) computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the Trade Contents Sum Insured whichever is the less.

This definition does not include:

- a) motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps
- b) medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule
- c) cash registers caused directly by theft or attempted theft of money
- d) paintings prints and works of art with an individual value exceeding £500

Unoccupied means when the Premises (or any part thereof) are closed for trade for a period in excess of fourteen consecutive days

We/Us/Our/Underwriters

Section A-G - ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd' s Section H - The insurers whose identity is stated in the Identity of Insurers and whose proportionate liability will be detailed on request.

Complaints

If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your broker or insurance advisor who arranged this Policy for You.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

In respect of Sections A - G then please write to

The Complaints Manager
Ergo Versicherung AG, UK Branch
Munich RE GROUP offices
Plantation Place - 3rd Floor
30 Fenchurch Street
London
EC3M 3AJ
Phone 020 3003 7444
Complaints@ergo-commercial.co.uk

In respect of Section H please write to

The Complaints Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street
Brierley Hill
DY5 1XH
Phone 0800 978 8007
Email complaints@commercialexpress.co.uk

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

And your concerns the will be forwarded onto Your Insurer. Whilst reviewing your complaint Your

Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of Your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If Your Insurance Broker or Your Insurer remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

Complaints (continued)

The Financial Ombudsman Service
Exchange Tower,
London,
E14 9SR
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme

Insurers are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Identity of Insurers

Section A-G:

ERGO Versicherung AG (UK Branch)

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf.

Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Section H:

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

AIG Europe Limited

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No. 613259. Registered office, Norman Place, Reading, RG1 8DA.

Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.