



HOTEL & GUEST HOUSE INSURANCE POLICY

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT IN A SAFE PLACE

Do not wait until you have a claim before you read and understand this Policy – please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the **Schedule** are correct (let your Insurance Broker know immediately if any changes are necessary).
- You have read the conditions relating to those Sections covered including the General Conditions and Exclusions.
- You understand the notes on how to make a claim as stated in General Conditions & your duties in respect of Ministry of Justice Portal Claims as outlined in the **schedule**
- You understand the notes and how to make a complaint as stated in the Complaints Section of the **schedule**
- You understand that cover in respect of Treatments insured under Section 7 Sub Section B will be provided on a 'claims made' basis. Indemnity is only available (subject to all other policy terms and conditions) where claims are notified to the **Insurers** during the Period of Insurance. Where claims are notified after the expiry of the Policy no indemnity will be provided The cover also incorporates a Retroactive Date in the **Schedule** which means that the treatment giving rise to the claim must have occurred after the Retroactive Date and before the expiry date of the Policy

If you have any queries about the **Policy** do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Broker.

Important

This policy has been prepared in accordance with Your instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with Your requirements and that You understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

You should immediately notify the Insurer via your insurance broker or other intermediary of any changes which may affect the insurance provided by this policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate schedules and/or endorsements which You should file with the Policy. You should refer to these schedules and/or endorsements and the Policy to ascertain precise details of cover currently in force.

In the event of a claim or any circumstances that is likely to result in a claim you must immediately notify the nominated claims handlers as specified in your **schedule**.

We also remind you of your obligations under the Health and Safety at Work Act 1974 to protect the health, safety and welfare of your **Employees** which includes:-

- Workplace risk and assessments
- Full and effective training
- Provision of appropriate personal protective equipment (PPE)
- Communication of health and safety procedures

It is understood by you that any information provided to the Insurers regarding the Insured will be processed by the Insurers in compliance with the provisions of the Data Protection Act 1998.

We will use your information to manage your insurance Policy including underwriting and claims handling. This may include disclosing it to other **Insurers** third party suppliers loss adjusters and reinsurers (the Group) or Governmental bodies. Your information includes data about your transactions. We may use and share your information with other members of the Group or Governmental bodies to help us and them:-

- Asses financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop services and systems

We do not disclose your information to anyone outside the Group except:-

- When we have your permission or
- Where we are required or permitted to do so by Law or
- To other companies who provide a service to us or you or
- Where we may transfer rights and obligations under this agreement.

Sensitive Information

Some of the personal information we ask you may be sensitive personal data defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). We will not use sensitive personal data about you or others except for the specific purpose for which you provide it and provide the services described in you Policy Documents.

Credit Reference Agencies

Your information may be linked to and your application assessed using reference agency records to anyone with whom you have a joint account or similar financial association.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering when for example:-

- Checking applications for and managing credit and other facilities and recovering debt
- Checking insurance proposals and claims
- Checking details of job applicants and **Employees**

We and other organisation that may access and use information recorded by fraud prevention agencies may do so from other counties.

The **INSURED** carrying on the **BUSINESS** described herein and having paid or agreed to pay the premium as consideration for such insurance during the period stated in the **Schedule** or any subsequent period stated in the **Schedule** for which the **INSURERS** shall have accepted the premium required for this Policy.

The **INSURERS** and the **INSURED** agree that:

this Policy the **Schedule** (including any **Schedule** issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

the liability of the **INSURERS** shall in no case exceed the limits or **sum insured** or Amount of Benefit set out in the **Schedule** or contained in each Section or part thereof

the **INSURERS** will provide the insurance described in this Policy subject to the terms and conditions specified herein.

Law applicable to the contract

The contract will be subject to English Law. Where a Policy Holder is resident in the Channel Islands or the Isle of Man then it may be agreed that the relevant law to be applicable relates to the **INSURED's** address as shown in the **Schedule**. If there is any dispute as to which law applies it will be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

Several Liability

The subscribing **INSURERS** obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **INSURERS** are not responsible for the subscription of any co-subscribing **INSURER** who for any reason does not satisfy all or part of its obligations. The proportion of liability under this contract underwritten by a company (or in this case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member proportion. A member is not jointly liable for any other members proportion. Nor is any member other responsible for any liability of any other **INSURER** that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

This is to certify that in accordance with the authorisation granted under the contract to the undersigned by certain **Insurers** as specified in the **schedule** and in consideration of the payment of the premium specified herein, the said **Insurers** are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Signed for and on behalf of the **Insurers** named in the **schedule**



Gresham Underwriting Limited

Gresham Underwriting Limited is Authorised and Regulated by the Financial Conduct Authority
Registered office 107 Leadenhall Street, London EC3A 4AF

Certain words in the **Policy** have special meanings. These meanings are given below or defined in the appropriate section or sub-section. To help identify these words in the **Policy** they have been printed in bold letters throughout.

ASSOCIATED STRUCTURES

The following structures at the **Premises**, for which a **Sum Insured** is stated in the **Schedule**, which are owned by the **Insured** or for which the **Insured** is legally responsible: terraces, swimming pools, tennis courts (and other recreational facilities) free standing canopies, patios, drives, paths, yards, car parks, walls not forming part of a **Building**, gates, fences, hedges, and external service tanks.

BRITISH ISLES

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

BUILDINGS

Buildings at the **Premises** wholly built of brick, stone or concrete, being roofed with tile, slate, metal or concrete on timber supports or Bitumised Mineral Felt on timber construction, the floors/stairs being built of timber including subsequent extensions including fixtures and fittings, offices, storerooms, stables, sheds, and other outbuildings, for which a **Sum Insured** is stated in the **Schedule**, which are owned by the **Insured** or for which the **Insured** is legally responsible.

Buildings does not include Glass, Fixed Basins or Signs as defined in the Section 3 - Glass and Signs.

BUSINESS

The **business** or trade usual to that of Guest House (and no other) being primarily the provision of accommodation, catering services and leisure facilities at the **premises**.

DAMAGE

For the purposes of this **Policy** the word **Damage** shall mean accidental physical loss, destruction or physical damage occurring during the **Policy** Period.

HACKING

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the **Insured** or not

INSURED

The **Insured** is the person or firm named as such on the **Schedule**, and, in the case of an individual, includes his or her legal spouse, children and family members normally residing with the **Insured** in the dwelling at the **Premises**.

INSURERS

The **Insurers** shown in the **schedule**

POLICY

The **Policy** comprises the wording, the proposal, the declaration and the **Schedule**.

PREMISES

The land area on which the insured **Building** and **Associated Structures** stands, owned by the **Insured** or for which the Insured is legally responsible, as stated in the **Schedule**.

UNOCCUPIED

When premises are closed for business for a period in excess of 30 consecutive days.

SCHEDULE

The **Schedule** specifies the terms and extent of this **Policy**.

SUM INSURED / LIMIT OF INDEMNITY

The Sum or Limit specified in the **Schedule** as applying to the relevant section of this **Policy** or item insured.

VIRUS OR SIMILAR MECHANISM

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not
This definition includes but is not limited to trojan horses worms and logic bombs

A COVER

This Section insures against **Damage** to the **Buildings** and **Associated Structures** at the **Premises** caused by any of the Perils insured against.

Perils Insured Against

- 1 **Fire or Lightning**, excluding **Damage** caused by contractors on the **Premises** for the purposes of carrying out contract works or structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)
- 2 **Explosion**
- 3 **Earthquake**
- 4 **Aircraft**. Collision involving aircraft or other aerial devices, or articles dropped therefrom.
- 5 **Riot, Civil Commotion, Strikes, Riots, Labour Disturbances, Vandalism or Malicious Mischief**. **Damage** caused by any person taking part in a riot, strike, labour disturbance or civil commotion occurring anywhere in the British Isles, or by any person of malicious intent, or by vandalism. This peril does not cover **Damage**
 - a) caused by an **Insured**, or an **employee** of the **Insured**.
 - b) to **Buildings** or **Associated Structures** at **Premises** which are **Unoccupied**.
 - c) caused by persons lawfully on the **premises**
- 6 **Storm or Flood**. This peril does not cover **Damage**:
 - a) to **Associated Structures**.
 - b) caused by gradual emission due to wear and tear or gradual deterioration
 - c) caused by faulty workmanship, or faulty or defective materials.
 - d) caused by subsidence, ground heave or landslip
- 7 **Escape of Water**. Escape of water from fixed water apparatus, heating installations and domestic appliances. This peril does not cover **Damage**:
 - a) to **Associated Structures**.
 - b) caused by gradual emission due to wear and tear or gradual deterioration
 - c) caused by faulty workmanship or faulty or defective materials.
 - d) caused by subsidence, ground heave or landslip
 - e) to **Buildings** at **Premises** which are **Unoccupied**.
- 8 **Escape of Oil**. Escape of oil from a fixed oil-fired heating installation, and smoke **damage** resulting from a defect in any fixed oil-fired heating installation. This peril does not cover **Damage**:
 - a) caused by gradual emission due to wear and tear or gradual deterioration
 - b) caused by faulty workmanship, or faulty or defective materials.
 - c) caused by subsidence, ground heave or landslip
 - d) to **Buildings** or **Associated Structures** at **Premises** which are **Unoccupied**.
- 9 **Leakage of Beverages** from storage containers pipes and apparatus. This peril does not cover **Damage**:
 - a) caused by gradual emission due to wear and tear or gradual deterioration.
 - b) caused by faulty workmanship, or faulty or defective materials.
 - c) to **Buildings** or **Associated Structures** at **Premises** which are **Unoccupied**.
- 10 **Impact** by any vehicle train or animal. This peril does not cover **Damage** caused by a vehicle owned or operated by either the **Insured** or by an **employee** of the **Insured**, or caused by an animal in the control of either the **Insured** or an employee of the **Insured**.
- 11 **Falling Aerials** being **Damage** caused by falling television or radio aerials, aerial fittings and masts or satellite dishes, but this peril does not cover **Damage**:
 - a) to any television or radio aerial, aerial fitting and mast or satellite dish
 - b) resulting from pruning or felling of any tree or plant by or on behalf of the **Insured**.

- 12** **Falling Trees** being **Damage** caused by falling trees, branches, telegraph poles, or lamp posts, but excluding **Damage**:
- a) to trees, plants, walls, gates, hedges and fences
 - b) resulting from pruning or felling of any tree or plant by or on behalf of the **Insured**.
- 13** **Subsidence or Ground Heave or Landslip** of any part of the site on which the **Building's** stand excluding :
- a) **Damage** caused by or consisting of
 - i) the normal settling or bedding down of new **buildings** or structures
 - ii) the settling or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - b) **Damage** which originated prior to the inception of this **Policy**
 - c) **Damage** to any **building** or structure undergoing construction, structural repair, alteration or extension;
 - d) Any claim for which compensation has been, or will be provided, or would have been provided but for the existence of this **Policy**, under any contract or legislation or guarantee;

Special Condition for Subsidence, Ground Heave and Landslip

Insofar as this **Policy** covers **Damage** caused by Subsidence, Ground Heave or Landslip

- a. the **Insured** shall notify the **Insurers** immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- b. the **Insurers** shall then have the right to vary the terms or cancel the cover.

- 14** **Any Other Accidental Damage** excluding
- a) **Damage** caused by or resulting from
 - i) wear, tear, the action of light or atmosphere, moths, vermin or insects
 - ii) any process of cleaning, dyeing, restoring, adjusting or repairing
 - iii) corrosion, dampness, dryness, wet or dry rot, marring or scratching
 - iv) wind, hail, sleet, snow, flood or dust to **Associated Structures**
 - v) mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
 - b) **Damage** specifically excluded in the
 - i) Perils 1-13 in this Section 1
 - ii) Exceptions to this Section 1
 - iii) General Exceptions
 - c) Normal settling or bedding down of new structures
 - d) Collapse or cracking of **Buildings** or **Associated Structures**
 - e) **Damage** to Glass and Signs as defined under Section 3 of this **Policy**

B BASIS OF SETTLEMENT

Subject to the Limit of Liability below:

- 1** If the **Building** or **Associated Structures** are **Damaged**, the **Insurers** will pay the cost of rebuilding or repair work provided this is carried out within a reasonable time.
- 2** If rebuilding or repair with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, then any increased cost of rebuilding or repair due to the operation of such by-laws, ordinances or laws is not covered.
- 3** If rebuilding or repair work is not carried out within a reasonable time, the **Insurers** will pay the reduction in market value due to the **Damage**, but not exceeding what it would have cost to rebuild or repair had such work been carried out within a reasonable time.
- 4** The **Insurers** may at their option reinstate or replace the **Buildings** or **Associated Structures** or any part thereof

C LIMIT OF LIABILITY

- 1** The liability of the **Insurers** in the event of a claim under this Section 1 shall not exceed the **Sum Insured** for each item as stated in the **Schedule**.
- 2** The Sum Insured in respect of **Buildings** and **Associated Structures** shall not be reduced by the amount of any loss settlement within the **Policy** Period provided the **Insured** undertakes to pay the appropriate additional premium for such and no written notice to the contrary is given by the **Insurers**

D EXCESS

The **Insurers** shall not be liable for the amounts stated in the **Schedule**

E EXTENSIONS

1 Landscaped Gardens.

The insurance provided by this Section 1 extends to include the cost of restoring any **Damage** caused to landscaped gardens by:

- a) The Emergency Services in attending the **Premises** as a result of the operation of any peril Insured Against under this Section up to a maximum of £10,000 in any **Policy** Period.
- b) By falling trees up to a maximum £1,000.

2 Fees.

Architects, Surveyors, Consultants and Legal fees payable in connection with the reconstruction or repair of the **Buildings** following loss or **Damage** which is the subject of a valid claim under this Section, other than fees payable for preparing a claim.

3 Debris.

The cost of removing debris or obstructions and making the **Buildings** safe following loss or **Damage** which is the subject of a valid claim under this Section.

4 Fire or Break-in.

Including the cost of securing the **Premises** following fire or break-in.

5 Additional costs.

The insurance extends to include costs and expenses necessarily and reasonably incurred by the **Insured** with the consent of the Insurer in:-

- a) dismantling and/or demolishing
- b) shoring up or propping
- c) clearing, cleaning and/or repairing the drains, gutters, sewers and the like
- d) extinguishment expenses
- e) repairing destruction or **Damage** to the property caused by an attempt to reduce the loss.

Provided that such costs and expenses:-

- (i) are incurred as a direct result of **Damage** not otherwise excluded and for which indemnity is given under this section and
- (ii) are not otherwise recoverable by the **Insured**.

6 Accidental Damage to underground service pipes and cables at the Premises for which the Insured is liable for a maximum of £25,000 in respect of any one loss

F UNOCCUPANCY

Cover is restricted to Perils Insured 1, 2 and 4 in respect of **Damage** at **Premises** that are **Unoccupied**.

A COVER

This Section insures against **Damage to Contents** at the **Premises** caused by any of the Perils Insured against

Perils Insured Against

- 1 **Fire or Lightning**, excluding **Damage** caused by contractors on the **Premises** for the purposes of carrying out contract works or structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)
- 2 **Explosion**
- 3 **Earthquake**
- 4 **Aircraft**. Collision involving aircraft or other aerial devices, or articles dropped therefrom.
- 5 **Riot, Civil Commotion, Strikes, Riots, Labour Disturbances, Vandalism or Malicious Mischief**. **Damage** caused by any person taking part in a riot, strike, labour disturbance or civil commotion occurring anywhere in the British Isles, or by any person of malicious intent, or by vandalism. This peril does not cover **Damage**
 - a) caused by an **Insured**, or an employee of the **Insured**.
 - b) to **Contents** at **Premises** which are **Unoccupied**
 - c) caused by persons lawfully on the **premises**
- 6 **Storm or Flood**. This peril does not cover **Damage**:
 - a) to moveable property left in the open
 - b) caused by gradual emission due to wear and tear or gradual deterioration
 - c) caused by faulty workmanship, or faulty or defective materials.
 - d) caused by frost
 - e) caused by subsidence, ground heave or landslip
- 7 **Escape of Water**. Escape of water from fixed water apparatus, heating installations and domestic appliances. This peril does not cover **Damage**:
 - a) caused by gradual emission due to wear and tear or gradual deterioration
 - b) caused by faulty workmanship, or faulty or defective materials.
 - c) caused by subsidence, ground heave or landslip
 - d) to **Contents** at **Premises** which are **Unoccupied** on consecutive days.
- 8 **Escape of Oil**. Escape of oil from a fixed oil-fired heating installation, and smoke **damage** resulting from a defect in any fixed oil-fired heating installation. This peril does not cover **Damage**:
 - a) caused by gradual emission due to wear and tear or gradual deterioration
 - b) caused by faulty workmanship, or faulty or defective materials.
 - c) caused by subsidence, ground heave or landslip
 - d) to **Contents** at **Premises** which are **Unoccupied** on consecutive days.
- 9 **Leakage of Beverages** from storage containers pipes and apparatus. This peril does not cover **Damage**:
 - a) caused by gradual emission due to wear and tear or gradual deterioration
 - b) caused by faulty workmanship, or faulty or defective materials.
 - c) occasioned by leakage of beverages from bottled Stock in Trade
 - d) to **Contents** at **Premises** which are **Unoccupied** on consecutive days.
- 10 **Impact** by any vehicle train or animal. This peril does not cover **Damage** caused by a vehicle owned or operated by either the **Insured** or by an employee of the **Insured**, or caused by an animal in the control of either the **Insured** or an employee of the **Insured**.

- 11 Theft** other than as specified in Perils Insured against 12, but excluding
- a) (i) in respect of theft from **Buildings**, theft or attempted theft involving entry to or exit from the **Buildings** by non forcible and violent means
 - (ii) in respect of theft from the open at the **Premises**, theft or attempted theft involving entry to or exit from the **Premises** by non forcible and violent means unless such **Damage** results from actual or threatened violence or assault to the **Insured** or any director, partner or employee or any person lawfully on the **Premises**.
 - b) theft or any attempted theft by the **Insured** or any member of the **Insured's** or resident manager's household or any employee of the **Insured**.
 - c) theft while the **Building** or any part of the **Premises** is undergoing major construction work, unless there is evidence of violent or forcible entry or exit committed during the theft in the areas in which the workmen are working.
- 12 Hold-Up** being theft consequent upon and in connection with assault or violence or threat thereof to the **Insured** or any employee of the **Insured** but excluding theft or any attempted theft by the **Insured** or any member of the **Insured's** or resident manager's household or any employee of the **Insured**.
- 13 Falling Aerials** being **Damage** caused by falling television or radio aerials, aerial fittings and masts or satellite dishes, but this peril does not cover **Damage**
- a) to any television or radio aerial, aerial fitting and mast or satellite dish
 - b) resulting from pruning or felling of any tree or plant by or on behalf of the **Insured**.
- 14 Falling Trees** being **Damage** caused by falling trees, branches, telegraph poles, or lamp posts, but excluding **Damage** resulting from pruning or felling of any tree or plant by or on behalf of the **Insured**.
- 15 Subsidence or Ground Heave or Landslip** of any part of the site on which the **Building's** stand excluding;
- a) **Damage** caused by or consisting of
 - i) the settling or movement of made-up ground
 - ii) coastal or river erosion
 - iii) defective design or workmanship or the use of defective materials
 - iv) fire, subterranean fire, explosion earthquake or the escape of water from any tank apparatus or pipe.
 - b) **Damage** which originated prior to the inception of this **Policy**
 - c) **Damage** resulting from any demolition, construction, structural repair, alteration, extension or groundworks or excavation at the **Premises**;
 - d) Any claim for which compensation has been, or will be provided, or would have been provided but for the existence of this **Policy**, under any contract or legislation or guarantee.

Special Condition for Subsidence, Ground Heave and Landslip

Insofar as this **Policy** covers **Damage** caused by Subsidence, Ground Heave or Landslip:-

- a. The **Insured** shall notify the **Insurers** immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- b. The **Insurers** shall then have the right to vary the terms or cancel the cover.

- 16 Any Other Accidental Damage** excluding
- a. **Damage** caused by or resulting from;
 - i) wear, tear, the action of light or atmosphere, moths, vermin or insects
 - ii) any process of cleaning, dyeing, restoring, adjusting or repairing
 - iii) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration.
 - b. **Damage** to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
 - c. **Damage** specifically excluded in the
 - i) Perils 1-15 in this Section 2
 - ii) Exceptions to this Section 2
 - iii) General Exceptions
 - d. Normal maintenance or repair

- e. Erasure or distortion of information on computer systems or other records
- f. **Damage** by confiscation or detention by Customs or other officials or authorities
- g. **Damage** following dishonesty or fraudulent action by the **Insured's employees** or any person lawfully on the **Premises**
- h. Any shortage due to error or omission
- i. **Damage** to property in transit
- j. **Damage** to
 - i) vehicles (other than guests vehicles) licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - ii) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - iii) livestock growing crops or trees
- k. **Damage** to Computer Equipment auxiliary equipment or computer media directly or indirectly occasioned by or arising from **Virus** or **Similar Mechanism** or **Hacking**

B DEFINITION OF CONTENTS

Contents shall mean property at the **Premises** belonging to the **Insured** or for which the **Insured** is responsible, used for the purposes of the **Business** (including private/domestic contents where the **Schedule** of Insurance indicates a **sum insured** for this), consisting only of;

- 1 Trade contents and Stock in Trade (including private contents where applicable)
- 2 Interior decorations and tenant's improvements
- 3 Valuables

VALUABLES

Valuables within the Private or Domestic Contents **sum insured** must not exceed 25% of the total **sum insured** shown within the **policy schedule** for Private or Domestic Contents.

No one article or collection of valuables must exceed £2,500 without prior referral to **Insurers** and a valuation or purchase receipt for such items dated within the 24 months prior to the inception date of the **policy** must be produced to and acknowledged in writing by the **Insurers** with 30 days of the inception date, else they will be excluded from any coverage.

DEFINITION OF VALUABLES

Antiques, jewellery, pictures, works of art, curios, porcelain or pottery, cameras, clocks, watches, electronic equipment and collectables or collections of any nature including (but not limited to) records, CD's, DVDs of other media, medals, coins, or stamps, instruments or memorabilia

C BASIS OF SETTLEMENT

Subject to the Limit of Liability below, if the **Contents** or **Stock in Trade** are **Damaged**, the basis upon which the amount payable will be calculated shall be as follows:

- 1 The **Insurers** shall pay to the **Insured** the cost of replacement, as new, of the **Damaged Contents** and/or **Stock in Trade** at the time of the loss.
- 2 The **Insurers** may, at their option, reinstate or replace the **Damaged Contents** and/or **Stock in Trade** or any part thereof.
- 3 If the total value of the **Contents** or **Stock in Trade** at the time of any **Damage** be of greater value than the amounts stated as the **Sums Insured** in the **Schedule** then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.
- 4 Any **Sum Insured** in respect of **Contents** and/or **Stock in Trade** shall not be reduced by the amount of any loss settlement within the **Policy** Period, provided the **Insured** undertakes to pay the appropriate additional premium for such and no written notice to the contrary is given by the **Insurers**

D LIMIT OF LIABILITY

The limit of liability of the **Insurers** under this Section shall not exceed:

- 1 the total of the Sums Insured stated in the **Schedule** for all **Damage** to **Contents** and **Stock in Trade** during any one **Policy Period**
- 2 the Sum Insured stated in the **Schedule** for any one item of **Contents** or **Stock in Trade**
- 3 for documents manuscripts and **business** books – the value of the materials as stationary together with the cost of clerical labour expended in writing up but not the value to the **Insured** of the information contained therein.
- 4 for computer systems records – the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) but not the value to the **Insured** of the information contained therein nor exceeding £25,000 in total.
- 5 for household goods and personal effects of any one resident **employee** - £500
- 6 for personal effects of any one non-resident **employee** - £500
- 7 for property in the open not otherwise excluded - £2,000
- 8 for property described in Extension 3 – 15% of the Sum Insured of such property
- 9 for property described in Extension 4 - £1,000
- 10 for property described in Extension 5 - £1,000
 - a) personal effects of any one guest up to £1,000 or as agreed by **Insurers**
 - b) any one motor vehicle belonging to a guest - £10,000
 - c) any one claim by the **Insured** in respect of all guests' personal effects and motor vehicles – £100,000

E SEASONAL INCREASE

The Sums Insured in respect of **Stock in Trade** are increased by

- a) 33.33% during December and January
- b) 33.33% for a period of 15 days preceding and including any Bank or Public Holidays and for a period of 15 days thereafter, other than the period described in sub paragraph (1) above.

The Sums Insured on **Contents** includes Wedding or Christmas gifts, (the property of guests) against **Damage** whilst on the **Premises** providing a £2,000 automatic increase in the **sum insured** for each Wedding and £2,000 in respect of Christmas presents and fare from 24th December to 1st January.

F EXCESS

The **Insurers** shall not be liable for the amounts stated in the **Schedule**.

G EXTENSIONS

This Section is extended to include:

- 1 Accidental **Damage** to underground service pipes and cables at the **Premises** for which the **Insured** is liable as a tenant but not as an owner for a maximum of £25,000 in respect of any one loss
- 2 **Damage** to the **Buildings** and due to Theft or attempted Theft of the **Contents** or **Stock in Trade** involving forcible and violent entry into or exit from the **Premises** or **Buildings**

- 3** **Contents** other than **Stock in Trade** whilst temporarily removed to another location but remaining in the **British Isles** excluding;
- a) property otherwise insured
 - b) motor vehicles and motor chassis licensed for normal road use
- 4** the cost of changing safe and external door locks at the **Premises** following loss of keys
- a) by theft or loss as insured herein from the **Premises** or from the home of the **Insured** or an authorised **employee**
 - b) by theft or loss following Hold-Up as insured herein whilst such keys are in the personal custody of the **Insured** or an authorised **employee**.
- 5** **Damage** to guests' personal effects and motor vehicles at the **Premises** caused by a Peril Insured against.
- 6** Loss of metered water caused by **Damage** to water apparatus after the point of service feed to the **Premises** provided that:
- i) the **Insurers** will not be liable for loss of metered water when the **Premises** are **Unoccupied**
 - ii) the maximum amount payable in respect of any one loss is £2,000.
- 7** The cost of removing contents **Damaged** beyond economical repair for which **Insurers** consent has been obtained.

H EXCEPTIONS

This Section does not cover

- 1** Money, securities, medals, coins, or stamps unless specially mentioned as insured.
- 2** **Damage** to plant or fittings of electrical installations or appliances by self ignition, short circuit, excessive pressure, self heating or leakage of electricity but not excluding **Damage** by fire to surrounding property covered under this Section 2.
- 3** **Damage** to Glass and Signs as defined under Section 3 of this **Policy**.
- 4** **Damage** to any electrical sign or its installation
- 5** Any disappearance or shortage revealed only at the time of a stocktaking or a stock check or the making of an inventory and not traceable to a specific event.
- 6** Motor vehicles (other than those belonging to guests and non-seated motorised gardening implements) caravans, boats and accessories thereof.
- 7** Domestic pets and livestock
- 8** The breaking of strings, reeds or drumheads forming part of musical instruments.
- 9** **Damage** to guns caused by rusting, bursting or derangement.
- 10** **Damage** caused unless arising from perils 1, 2 and 4 to property in any building which is empty or not in use.
- 11** Theft in excess of £500 from unattended motor vehicles.
- 12** **Damage** arising from Insured Perils other than Insured Perils 1, 2 and 4 in respect of **Damage** at **Premises** that are **Unoccupied**.

A COVER – GLASS AND FIXED BASINS

In the event of accidental **Breakage** or **Damage** to **Glass** or **Fixed Basins** at the **Premises**, owned by the **Insured** or for which the **Insured** is responsible, the **Insurers** will pay for the cost of replacement of such **Glass** or **Fixed Basins**, subject to the **Sum Insured** stated in the **Schedule** or as included under Sections 1 and 2 where applicable.

In addition, the **Insurers** will pay for:

- 1 **Damage** to sign writing, ornamentation, reflective materials, burglar alarm tapes and connections attached to the **Glass** following **Breakage** of the **Glass**
- 2 **Damage** to window and door frames and being part of the **Premises**
- 3 The cost of temporary shuttering, boarding up or other protection necessary pending the replacement of the broken **Glass**.
- 4 The cost incurred by the **Insured** in removing and replacing fixtures and fittings during replacement of the broken **Glass**.
- 5 The value of **Stock in Trade** rendered unsaleable following spoilage by **Glass** as a result of **Breakage** of **Glass**.

DEFINITIONS

Breakage

means a fracture extending through the entire thickness of the Glass or Fixed Basin, or in the case of laminated Glass, through the entire thickness of the laminate.

Glass

means fixed glass, showcase glass, glass table tops (fixed or unfixed) and mirrors (hanging or fixed)

Fixed Basin

means fixed washbasins, lavatory pans, urinals and cisterns.

EXCLUSIONS

This Sub-Section A does not cover:

- 1 The cost of removal or replacement of any fittings, fixtures or other obstructions except as specifically provided for above;
- 2 **Breakage** of **Glass** or **Fixed Basins** where any of these were previously cracked or imperfect.
- 3 **Breakage** of **Glass** forming part of a fixed illuminated sign, or any other sign.
- 4 **Breakage** of **Glass** forming part of **Stock in Trade** or merchandise.
- 5 **Damage** to **Glass** during fitting or installation
- 6 **Damage** occurring whilst the **Premises** are **Unoccupied**

B COVER - SIGNS

In the event of accidental **Damage** to Signs at the **Premises**, owned by the **Insured** or for which the **Insured** is legally responsible, and declared in the **Schedule**, the **Insurers** will pay for the cost of replacement of such Signs subject to the Sum Insured stated in the **Schedule** or as included under Sections 1 & 2 where applicable.

EXCLUSIONS

This Sub-Section B does not cover:

- 1** **Damage** during transportation, or **Damage** during installation, repairing or dismantling, unless such **Damage** is caused directly by fire, lightning, or by accident to the vehicle transporting the Sign.
- 2** **Damage** caused by artificially generated current creating a short circuit or other electric disturbance within a Sign. This exclusion only applies to the Sign in which the electric disturbance occurs.
- 3** Collapse of the Sign, unless **Damage** to the Sign is caused by collapse of the **building** or structure to which the Sign is attached. A structure whose sole purpose is to support the Sign is part of the Sign itself.
- 4** **Damage** occurring whilst the **Premises** are **Unoccupied**

C EXCESS

The **Insurers** shall not be liable for the amount shown in the **Schedule**.

A COVER

This Section insures the contents of the **Insured's** frozen food cabinets, domestic refrigerators, cold room or cold store for an amount up to the Sum Insured stated in the **Schedule**, against deterioration or putrefaction due to a temperature change during the **Policy** Period following:

- 1 breakdown of the refrigeration machinery; or
- 2 failure of the public electricity or gas supply; or
- 3 contamination from refrigeration fumes escaping from the equipment; or
- 4 the blowing of domestic fuses.

B LIMIT OF LIABILITY

- 1 The liability of the **Insurers** under this Section shall not exceed the **Sum Insured** stated in the **Schedule**.
- 2 The **Insurers** may at their option reinstate or replace the contents or any part thereof.

C EXCESS

The **Insurers** shall not be liable for the amount stated in the **Schedule**.

D EXCEPTIONS

This Section does not cover loss resulting from:

- 1 The deliberate act of any electricity or gas supply authority or company or the exercise by such authority or company of its power to withhold or restrict supply.
- 2 The failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority.
- 3 Misuse or neglect
- 4 **Damage** occurring whilst the **Premises** are **Unoccupied**

E SPECIAL CONDITION

The **Insurers** shall not be liable for 20% of any loss in addition to the amount of the Excess, where the frozen food cabinet deep freezer cold room or cold store is over 10 years old

A COVER

This Section insures against **Damage** to the personal property at the **Premises** (and away from the **Premises** unless insured elsewhere) which belongs to the **Insured** or to the **Insured's** resident manager or any member of their family permanently residing with them.

B BASIS OF SETTLEMENT

- 1 Subject to the limit of liability, the basis of settlement for personal property **Damaged** shall be cost of replacement without deduction for depreciation for wear and tear provided that the all necessary repairs or replacements are carried out without delay
- 2 The **Insurers** may at their option reinstate or replace the personal property or any part thereof.

C LIMIT OF LIABILITY

The liability of the **Insurers** under this Section during any **Policy** Period in respect of any one claim shall not exceed the **Sum Insured** stated in the **Schedule** or as included under Section 2 **Contents** where applicable.

D EXCESS

The **Insurers** shall not be liable for the amount stated in the **Schedule**.

E EXTENSION

This Section includes cover away from the **Premises** and also outside Great Britain anywhere in the world for a maximum of 30 days during any one **Policy** Period.

F EXCEPTIONS

This Section does not cover;

- 1 **Damage** arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing.
- 2 **Damage** arising from or attributable to the action of light or atmosphere, moths, parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration
- 3 **Damage** (other than by fire) to any machine or apparatus arising from mechanical breakdown or derangement or arising from adjustment, maintenance or repair.
- 4 erasure or distortion of information on computer systems or their records.
- 5 loss by official confiscation or detention.
- 6 **Damage** to money, documents, securities, motor vehicles, caravans, boats, contact or corneal lenses.

G. SPECIAL CONDITIONS

- 1 It is a condition precedent to liability that any item of jewellery having an individual value (or total value as a pair or set) of £1,000 or more should have the settings or clasps checked every two years by a qualified jeweller and any remedial work be undertaken immediately.
- 2 It is a condition precedent to liability that any item of jewellery having an individual value (or value as a pair or set) of £1,000 or more should be kept locked in a safe (or similar secure place) when not being worn. However, such items remain covered whilst under the personal supervision of the **Insured** or in the same room as the **Insured**.

3. It is a condition precedent to liability that any item of jewellery having an individual value (or value as a pair or set) of £2,000 or more shall have a valid valuation certificate from a qualified source being not more than 2 years old at the commencement date of the **Policy**.

Condition Of Average

If at the time of any **Damage** the value of the property insured under any item is greater than its **Sum Insured** the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

A COVER

This Section insures against **Damage** to any property incidental to the **Business** whilst in transit by vehicles owned hired or leased by the **Insured** (including loading and unloading and temporary housing in course of transit) anywhere within the **British Isles** and the Republic of Ireland including sea transits between any of these territories.

B LIMIT OF LIABILITY

- 1 The liability of the **Insurers** under this Section shall not exceed the **Sum Insured** stated in the **Schedule** in respect of any one load.
- 2 The **Insurers** may at their option reinstate or replace the property in transit.

C EXCESS

The **Insurers** shall not be liable for the amount stated in the **Schedule**.

D EXCEPTIONS

The **Insurers** shall not be liable under this Section in respect of;

- 1 Theft from any unattended vehicle unless
 - a) such vehicle is securely locked at all points of access
 - b) the vehicle is kept within a securely locked **Building** between the hours of 9:00pm and 6:00am
- 2 The deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft.
- 3 **Damage** due to natural deterioration.
- 4 Any consequential or indirect loss of any kind loss of market or **Damage** due to delay.
- 5 **Damage** to bills of exchange, promissory notes, money, securities for money, stamps, precious stones, jewellery, watches, works of art, bullion or loss or death of or injury to living creatures.
- 6 **Damage** due to defective packaging or unexplained disappearance

A COVER

In the event of the **Business** at the **Premises** being interrupted or interfered with as a result of **Damage** to property insured under Sections 1 to 6 of this **Policy** for which the **Insurers** are liable, the **Insurers** will indemnify the **Insured** for:

- 1 The loss of **Trading Profit** due to (a) Reduction in **Turnover** and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:
 - a) in respect of Reduction in **Turnover** - the sum produced by applying the Rate of **Trading Profit** to the amount by which the **Turnover** during the Indemnity Period shall in consequence of the **Damage** fall short of the **Standard Turnover**.
 - b) in respect of Increase in Cost of Working - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the Rate of **Trading Profit** to the amount of the reduction thereby avoided.

Less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Trading Profit** as may cease or be reduced in consequence of the **Damage**.

Provided that if the Sum Insured by this Section be less than the sum produced by applying the Rate of **Trading Profit** to the **Annual Turnover** or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months the amount payable shall be proportionately reduced.

- 2 Expenditure necessarily and reasonably incurred by the **Insured** during the **Indemnity Period** in consequence of the **Damage** for the provision of alternative accommodation and food for the **Insured** and **Insured's** family and staff normally living in the **Premises** including removal costs and expenses incidental thereto but only until the **Buildings** are habitable and only in respect of any excess beyond that recoverable under Item 1(b) of this Section or any other **Policy** of insurance covering the rent or alternative accommodation and not exceeding in total 10 per cent of the Sum Insured by this Section.
- 3 The reasonable charges payable by the **Insured** to professional accountants for producing any particulars or details contained in the **Insured's** business books or such other proofs information or evidence the **Insurers** may require under the terms of this **Policy** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents

B DEFINITIONS

Memo 1

For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Memo 2

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

Trading Profit

The **Turnover** less the cost of food and drink relative thereto and goods bought for resale

Turnover

The money paid or payable to the **Insured** for accommodation provided services rendered and for good sold in the course of the **Business** at the **Premises**.

If during the **Indemnity Period** accommodation shall be provided services rendered or goods sold elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such accommodation services or sales shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**

Maximum Indemnity Period

As stated in the **Schedule**.

Rate of Trading Profit

The rate of Trading Profit earned on the **Turnover** during the financial year immediately before the date of the **Damage**

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Damage**.

Standard Turnover

The **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the indemnity Period.

adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business** so that the adjusted figures shall represent as far as possible the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Other words with special meaning in this section are defined in the General Definitions section of this **Policy**.

C LIMIT OF LIABILITY

- 1 The liability of the **Insurers** under this Section during any one **Policy** Period shall not exceed the **Sum Insured** stated in the **Schedule**
- 2 The **Sum Insured** by this Section shall not be reduced by the amount of any loss settlement within the **Policy** Period provided the **Insured** undertakes to pay the appropriate additional premium for such and no written notice to the contrary is given by the **Insurers**.

D EXCESS

The **Insurers** shall not be liable for the amount stated in the **Schedule**

E EXTENSIONS

This Section is extended to cover loss as insured hereunder resulting from interruption or interference with the **Business** carried on at the **Premises** in consequence of:

- 1 human infectious or contagious disease (excluding AIDS) occurring in the **Premises**.
- 2 an outbreak of a notifiable human infectious or contagious disease (excluding AIDS) occurring within 25 miles of the **Premises**.
- 3 murder or suicide occurring in the **Premises**.
- 4 poisoning directly caused by the consumption of food or drink provided on the **Premises**
- 5 closing of the whole or part of the **Premises** by order of a competent Public Authority consequent upon vermin or pests or defects in the drains or other sanitary arrangements at the **Premises**.

- 6 **Damage** to property in the vicinity of the **Premises** caused by any one of the Perils Insured against in Section 1 which prevents or hinders the use of, or access to, the **Premises** whether or not the **Premises** or property of the **Insured** sustains **Damage**.
- 7 accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the **Premises** not occasioned by:
- a) wilful act or neglect of the **Insured**.
 - b) a deliberate act of the supply undertaking not performed for the sole purpose of safeguarding or protecting any part of the supply undertaking.
 - c) a scheme of rationing not necessitated solely by **Damage** to the supply undertaking's generating or supply equipment.
 - d) any industrial action or drought.
 - e) any failure of supply lasting for less than thirty minutes.
- 8 **Damage** caused by any of the Perils Insured against in Section 1 to property at any land based **Premises** of the public telecommunications undertaking from which the **Insured** obtains telecommunications services.
- 9 pollution of a beach or coastal or inland waterway at the **Premises** or within a 25 mile radius of it due to a sudden and accidental happening up to a limit of £25,000.
- 10 **Damage** caused by any of the Perils Insured against in Section 1 at the **Premises** of any supplier or booking agent subject to a limit of 10% of the **Sum Insured**.
- 11 interruption in supplies for a period in excess of fourteen days due to strike or industrial action or lock out of the **Insured's** suppliers **employees** limited to £20,000 in all.

F SPECIAL CONDITION

This Section shall be void if the **Business** be wound up or carried on by a liquidator or receiver or permanently discounted at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed on behalf of the **Insurers**

A COVER

This Section insures any shortage in collection of Outstanding Debit Balances resulting from **Damage** to the **Insured's** books of account or other business books or records at the **Premises** by any of the Perils Insured Against in Sections 1 and 2.

B DEFINITIONS

Outstanding Debit Balances

The total last recorded by the **Insured** as due to the **Insured** from customers adjusted for:

- 1 bad debts.
- 2 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 **Customer's Accounts** in the period between the date to which said last record relates and the date of the **Damage**
- 3 any abnormal condition of trade which had or could have had a material effect on the **Business**.

so that the adjusted figures shall represent as nearly as reasonably practicable those which would have obtained at the date of the **Damage** had the **Damage** not occurred

Customers' Accounts

The **Insured's** accounts of all customers who are trading with the **Insured** on a credit or hire purchase basis.

C BASIS OF SETTLEMENT

The amount payable shall not exceed

- 1 the difference between
 - a. the **Outstanding Debit Balances** and
 - b. the total of the amounts received or traced in respect thereof, plus
- 2 the additional expenditure incurred with the prior consent of the **Insurers** in tracing and establishing customer's debit balances after the **Damage**.

D LIMIT OF LIABILITY

The liability of the **Insurers** under this Section shall not exceed the Sum Insured stated in the **Schedule**.

E EXCESS

The **Insurers** shall not be liable for the amount specified in the **Schedule**

F EXCEPTIONS

This Section does not cover loss occasioned by or happening through:

- 1 deliberate falsification of books and records
- 2 connivance by any **employee** of the **Insured**
- 3 mislaying or misfiling of books and records or other unexplained disappearances
- 4 wear and tear and gradual deterioration vermin rust damp or mildew

- 5 erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux, or whilst mounted in or on any machine or data processing apparatus unless the erasure or distortion is caused by **Damage** to the said machine or apparatus
- 6 defects in computer systems or other records
- 7 the deliberate act of the public supply undertaking in restricting or withholding electricity supply.
- 8 book-keeping accounting or invoicing errors or omissions

G ADDITIONAL CLAUSES

1 Monthly Records

The **Insured** shall at the end of each month record the total amount of **Outstanding Debit Balances** as set out in the books and records at that date

2 Temporary Removal

This Section of the **Policy** extends to include the amount of any loss ascertained in accordance with the provisions of this Section resulting from **Damage**:

- a) at any **Premises** in the **British Isles** and the Republic of Ireland occupied by persons acting on behalf of the **Insured** to which the **Insured's** books of account or other **Business** books or records are temporarily removed
- b) to the **Insured's** books of account or other **Business** books of account or records whilst in transit within the **British Isles** and the Republic of Ireland.

3 Reinstatement of Loss

The Sum Insured shall not be reduced by the amount of any loss settlement within the **Policy** Period provided the **Insured** undertakes to pay the appropriate premium for such and no written notice to the contrary is given by the **Insurers**.

4 Duplicate Records and Storage

It is a condition precedent to the **Insurer's** liability that the **Insured**

- a) maintains a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** resulting in a claim will supply that record to the **Company**
- b) will keep all **Business** records in which credit accounts of the **Business** are shown stored in standard metal cabinets fire resisting cabinets safes or strongrooms when not in use

A COVER

In the event of loss of **Money** whilst

- a) in transit
- b) in a bank night safe and at the bank premises while at the bank's risk
- c) at the residence of the **Insured** away from the **Premises**
- d) at the **Premises**
- e) in gaming and vending machines

within the British Isles

B DEFINITIONS

Money

Cash bank and currency notes cheques girocheques postal orders money orders crossed bankers' drafts crossed giro drafts current postage stamps unexpired units in franking machines national insurance stamps (whether affixed to cards or otherwise) National Savings and holiday with pay stamps National Savings Certificates Premium Bonds Luncheon Vouchers credit card sales vouchers trading stamps gift tokens consumer redemption vouchers VAT purchase invoices travel tickets and gaming machine tokens all belonging to the **Insured** or for which the **Insured** has accepted responsibility.

Credit Card

Bank charge credit debit or cash card.

C LIMITS OF LIABILITY

The liability of the **Insurers** shall not exceed in respect of:

- | | | |
|----------|--|----------|
| 1 | any single loss of Money (other than Crossed Cheques crossed girocheques crossed postal orders crossed money orders crossed bankers drafts crossed giro drafts unexpired units in franking machines stamped national insurance cards National Savings Certificates Premium Bonds credit card sales vouchers and VAT purchase invoices) | |
| | a) in transit | £3000 |
| | b) in a bank night safe and at the bank premises at the bank's risk | £3000 |
| | c) at the residence of the Insured , Partner or Director of the Insured away from the Premises | £500 |
| | d) at the Premises | |
| | i) secured in a locked safe or strongroom | £3000 |
| | ii) not secured in a locked safe or strongroom between the hours of 07:00am and 10:00pm | £3000 |
| | iii) not secured in a locked safe or strongroom between the hours of 10:00pm and 07:00pm | £500 |
| | iv) in gaming/vending machines | £500 |
| 2 | any single loss of Money consisting of crossed cheques crossed girocheques crossed postal orders crossed money orders crossed bankers drafts crossed giro drafts unexpired units in franking machines stamped national insurance cards National Savings Certificates Premium Bonds credit card sales vouchers and VAT purchase invoices | £250,000 |

D EXCESS

The **Insurers** shall not be liable for the amounts stated in the **Schedule**.

E EXTENSIONS

- 1 In the event of **Damage** to any
 - a) safe or strongroom or
 - b) case bag or waistcoat when such are used for the carriage of **Money** during any theft or attempted theft the **Insurers** will indemnify the **Insured** against such **Damage**.
- 2 Personal **Money** belonging to the **Insured** or any members of the **Insured's** family permanently residing with the **Insured** is covered by this Section whilst anywhere in the world provided that the **Insurers' liability** for any one **Policy Period** shall not exceed £250
- 3 The **Insurers** will indemnify the **Insured** or any member of the **Insured's** family permanently residing with the **Insured** against liability under the terms of issue of any Credit Card for loss following fraudulent use thereof by any authorised person, provided that the **Insurers' liability** during any one **Policy Period** shall not exceed £500

It is a condition precedent to the **Insurers' liability** that

- a) any loss or fraudulent use of **Credit Cards** has been reported to the police within 24 hours of discovering the loss
- b) any loss or fraudulent use of **Credit Cards** has been reported to the issuing company immediately
- c) the Conditions of Issue of the **Credit Cards** have been complied with.

F EXCEPTIONS

This Section does not cover any

- 1 loss arising from fraud or dishonesty of the **Insured**
- 2 loss arising from fraud or dishonesty of any **employee** of the **Insured** unless discovered within 14 working days after the date of loss
- 3 shortages due to error or omission
- 4 loss from an unattended vehicle
- 5 loss occurring in Northern Ireland consequent upon Riot or Civil Commotion.

G SPECIAL CONDITIONS

- 1 It is a condition precedent to the **Insurers' liability** under this Section for loss of Crossed Cheques Crossed Girocheques Crossed Postal Orders Crossed Money Orders Crossed Banker's Drafts or Crossed Giro Drafts that such instruments shall have been recorded by the **Insured** immediately upon receipt as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and where relevant the name and address or bank account number of the drawer. The record of such **Money** must be produced in support of any claim

- 2 It is a condition precedent to the liability of the **Insurers** that **Money** in transit be accompanied by the following numbers of able bodied persons aged between 18 and 65

AMOUNT OF MONEY IN TRANSIT	ACCOMPANIMENT REQUIREMENT
Up to £3000	1 person
Over £3001 and up to £5000	2 persons
Over £5001 and up to £10,000	3 persons

Amounts in excess of £10,000 to be carried by a reputable professional security company that accepts responsibility for Money while in its custody.

- 3 All keys or notes of combination of safes or strongrooms shall be in the custody of the **Insured** or an authorised **employee** at all times.

H PERSONAL ACCIDENT ASSAULT EXTENSION

Cover

If a **Person-Insured** covered by this Extension shall suffer bodily injury as the direct result of robbery or any attempted robbery during the course of the **Business** which shall independently of any other cause be the sole cause of death or disablement the **Insurers** will pay to the **Person-Insured** or his legal personal representative the Compensation shown for any of the Results specified below

Definitions

- 1 **Person-Insured** – The **Insured** or a partner or director or **employee** of the **Insured** aged not less than 16 years nor more than 70 years
- 2 **Results**
- | | | |
|-----|--|---------------|
| (a) | Death | £ 10,000 |
| (b) | Total and permanent loss of all sight in one or both eyes | £10,000 |
| (c) | Total loss by physical severance or total and permanent loss of use of one or more hands / feet | £10,000 |
| (d) | Permanent total disablement from usual occupation | £10,000 |
| (e) | Temporary total disablement from usual occupation | £100 per week |
| (f) | Temporary partial disablement from attending to a substantial and essential part of usual occupation | £ 30 per week |
| (g) | Incurred medical expenses | Up to £250 |

Compensation Clause

- 1 Compensation for
- Results** (e) and (f) shall be payable for a period not exceeding 104 weeks from the commencement of the first **Result** to occur but shall not be payable in respect of the same period of time
 - either or both of **Results** (e) and (f) shall be payable when the total amount has been agreed or at the request of the **Insured** at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by the **Insurers**.
- 2 Compensation shall not be payable for
- any of the **Results** occurring after two years of the injury causing such **Result**
 - more than one of the **Results** (a) to (d) and when payable for one of those **Results** shall not be payable for either of **Results** (e) and (f) caused by the same injury nor for any of the **Results** caused by any subsequent injury to such **Person-Insured**.

Exceptions

- 1** This insurance shall not apply to any **Result** consequent upon the **Person-Insured** suffering
- a) illness or disease not resulting from bodily injury
 - b) bodily injury due to any gradually operating cause

Personal Effects

In the event of **Damage** to the personal effects of a **Person-Insured** following an assault by a person or persons attempting to steal **Money** or any other property the **Insurers** will pay for such **Damage** up to an amount not exceeding £500 in respect of each **Person-Insured**

- 2** The **Insurers** will not be liable for
- a) injury to any person who at the time of sustaining injury is under 16 or over 70 years of age
 - b) injury which is in any way brought about by or with the collusion of the **Insured** director partner or **employee**
 - c) injury which is in any way brought about by or about by any drugs or intoxication or by any existing physical defect or infirmity unless this has been notified to the **Insurers** and accepted in writing

THE INSURANCE

In the event of the Premises Licence ("the licence") or any part thereof which has been granted under the Licensing Act 2003 ("the Act") or any subsequent legislation in respect of the **Premises** described in the **Schedule** being totally and permanently forfeited or revoked or refused renewal by the Licensing Authority during the Period of Insurance, **Insurers** will pay or make good to the **Insured** all loss that the **Insured** may sustain in respect of

- 1 The depreciation in value of the interest of the **Insured** in the Premises by the forfeiture of or revocation of the licence / Certificate(s)
- 2 The cost and expenses being incurred by the **Insured** with the prior written consent of **Insurers** in connection with any appeal against the forfeiture of or revocation of the licence / Certificate(s)

provided that the liability of **Insurers** under this Extension shall not exceed the Limit of Liability stated in the **Schedule**.

It is a condition precedent to the liability of **Insurers** that in the event of the receipt by the **Insured**, his tenant, **Employee** or agent of any notice or other communication which could lead to an application to forfeit revoke suspend restrict or withdraw the licence / Certificate(s) or impose conditions thereon that the **Insured** will notify the Insurer forthwith and will allow the Insurer's solicitors full discretion in the conduct of proceedings, including any decision to appeal or otherwise.

EXCLUSIONS

This Extension does not cover

- 1 Any claim arising directly or indirectly from any scheme of town or country planning improvement redevelopment or compulsory purchase
- 2 Any claim arising from any alteration in the law or statutory guidance or statement of Certificate affecting the grant lapse withdrawal surrender forfeiture suspension extent renewal or duration of any licence / Certificate or the imposition of conditions thereon
- 3 Any claim occasioned wholly or partly by or through the misconduct procurement connivance action neglect or omission of the **INSURED** [his tenant(s) **EMPLOYEE**(s) or agent(s)] to take any step necessary for keeping the licence / Certificate(s) in force (including but not limited to the payment of any fee due) unless the **INSURED** or any other claimant hereunder shall prove to the reasonable satisfaction of **Insurers** that such matter was beyond the power or control of the **INSURED**, his tenant (s), **EMPLOYEE**(s) or agent(s)
- 4 Any claim arising from the suspension lapse withdrawal forfeiture of or revocation of or refusal to renew the licence / Certificate(s) or the imposition of conditions thereon occasioned wholly or partly by a Criminal Act of the owner manager or the **INSURED**, his tenant(s) **EMPLOYEE**(s) or agent(s)
- 5 Any claim arising from the suspension lapse withdrawal forfeiture of or revocation of the licence / Certificate(s) or the imposition of conditions thereon on the grounds that there is or may be a problem relating to the supply or use of illegal or controlled drugs at the **Premises**
- 6 Any claim arising from the lapse of the licence / Certificate(s) on the grounds that the holder of the licence / Certificate has died, been dissolved, become mentally incapable or insolvent (which includes but not exclusively the approval of a voluntary arrangement, an adjudication of bankruptcy or order of sequestration, or the entering into of a deed of arrangement or a trust deed made for the benefit of his creditors, or in the case of a company, the approval of a voluntary arrangement proposed by its directors, the appointment of an administrator or an administrative receiver in respect of the company, or entering into liquidation
- 7 Any claim arising from the surrender of the licence / Certificate(s) by the holder of the licence / Certificate or other person
- 8 Any claim where the **INSURED** is entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the suspension lapse withdrawal forfeiture, revocation or refusal to renew the licence / Certificate(s) or the imposition of conditions thereon

Warranties

- 1 It is warranted that in the event of the death incapacity insolvency or dissolution of the Premises Licence / Certificate holder, or the desertion of the **Premises**, or the conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect of his honesty moral standing or sobriety) of the Tenant Manager Occupier or Personal Licence holder, the **INSURED** shall forthwith (and in any event within 7 days from the date of the foregoing event) procure a suitable person to replace him with a person to whom the Licensing Authority has granted a Personal Licence and serve all necessary notices within that period
- 2 It is warranted that on the **INSURED** becoming aware of any
 - a) complaint (formal or otherwise) against the **premises**, Premises licence / Certificate or its control
 - b) proceedings against or conviction of the holder of the Premises licence / Certificate Tenant Manager Occupier of the **premises** the Designated **Premises** Supervisor or the holder of any Personal Licence / Certificate or other person employed at 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 of his honesty moral standing or sobriety
 - c) transfer or proposed transfer of the licence(s)
 - d) alteration in the purpose for which the **Premises** are used or any other intended variation of the Premises licence / Certificate (save that applications may be made without notice to the Insurer to vary the licence / Certificate under section 37(1) of the Licensing Act 2003 or any similar legislation in the Republic of Ireland to specify an individual as a the designated premises supervisor)
 - e) application for revocation or suspension of the licence / Certificate(s) or the imposition of conditions thereon; or
 - f) other circumstances which may endanger the licence / Certificate(s) or give rise to a claim under this Insurance

the **INSURED** shall immediately give notice in writing to the **Insurers** and supply such additional information and give such assistance as the **Insurers** or their nominated solicitors may reasonably require.

- 3 It is warranted that the **INSURED** shall not use any reference to the **Insurers** hereon to promote his **BUSINESS** or advertise or inform any other party of the existence of the insurance under this Extension.
- 4 It is warranted that the **INSURED** will make all necessary arrangements for fulfillment of the **BUSINESS** in a prudent and timely manner.
- 5 It is warranted that the **INSURED** will ensure all necessary licence / Certificates visas and permits are obtained and are current for the Period of Insurance and that all contractual arrangements have been confirmed in writing by the **INSURED**.
- 6 It is warranted that the **INSURED** shall undertake to do everything in his ability to avoid or diminish a loss under this Extension and shall (without limiting the foregoing) comply with any reasonable request or direction given by the licensing authority or magistrates on appeal or official employed by any responsible authority (as defined by the Act)

(Applicable to Sections 1 -10)

A THIS POLICY WILL NOT PAY FOR DAMAGE, LOSS, COST OR EXPENSE:

- 1 caused by wear and tear, electrical, electronic, or mechanical breakdown and gradual Deterioration except as provided under Section 4 - Frozen Foods.
- 2 caused by Depreciation.
- 3 caused by Confiscation or reclamation of any property by financial institution or other official or authorities.
- 4 caused by Vermin, insects, fungus or condensation
- 5 caused by Any form of consequential loss other than that provided under Sections 7 (Business Interruption), 8 (Book Debts), and 10 (Loss of Premises Licence).
- 6 caused by
 - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) occasioned by or happening through war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power or martial law or confiscation or nationalisation or requisition of or destruction of or **damage** to property by or under the order of any Government or any Public or Local Authority
 - e) riot or civil commotion, labour or political disturbances, vandals or malicious persons in Northern Ireland.

B The Insurers will not be liable for loss **damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and **damage**) directly or indirectly caused by resulting from or in connection with**

- a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

For the purpose of the Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **Insurers** allege that by reason of this Exclusion any loss **damage** destruction costs or expense is not covered by this **Policy** (or is covered only up to a specified Limit of Liability) the burden of proving that such loss **damage** destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **Insured**

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

C to property more specifically insured by or on behalf of the **Insured under this or any other **policy** or security**

D The Insurers will not be liable for

- a) loss **damage** of destruction by fraud forgery or deception
- b) theft or any attempt thereat in which any director partner **employee** or any member of the **Insureds** family is concerned as principal or accessory

- E** The **Insurers** will not be liable for loss **damage** or destruction from pollution or contamination unless arising in consequence of **Damage** caused by or resulting in a Peril Insured Against under Section 2 **Contents**
- F** The **Insurers** will not be liable for loss **damage** or destruction attributable solely to change in the water table level
- G** The **Insurers** will not be liable for direct or indirect consequential loss or **damage** of any kind or description except where specifically included
- H** The **Insurers** will not be liable for loss of income and or increased cost of working of whatsoever nature directly or indirectly caused by, or contributed to, by, or arising from, the failure, whether occurring before during or after the year 2000, of any equipment, whether or not the **Insured's** property, including but not limited to computer hardware and/or computer software and or systems incorporating microchips and/or systems for processing, storing or retrieving data
- i) to correctly recognise any date as its true calendar date or
 - ii) to correctly recognise, capture, save, retain, restore, copy, manipulate, interpret, calculate and/or process any data, information, command and/or instruction as a result of
 - I) treating any date otherwise than its true calendar date or
 - II) the operation of any command which has been programmed into any computer software or systems incorporating microchips or similar and which before, on or after any date causes
 - a) the loss of data or information and/or
 - b) the inability to correctly recognise, capture, save, retain, restore, copy, manipulate interpret, calculate and/or process any data, information, command and/or instruction before, on or after any date.

However, in relation only to the following sections of this **policy**

Section 1 Buildings and Associated Structures

Section 2 Contents

Section 3 Glass and Signs

Section 4 Frozen Foods

Section 5 All Risks (Personal Effects)

Section 6 Goods in Transit

Section 7 Business Interruption

Section 8 Book Debts

Section 9 Money and Personal Accident (Assault)

Section 10 Loss of Premises Licence

and subject to the terms of this **policy** and of each section above, this Exclusion will not exclude subsequent loss, destruction or **damage**, loss of income and or increased cost of working which is directly caused by the Perils Insured Against under Section 2 **Contents**.

Provided that

- i) such loss, destruction or **damage**, loss of income and or increased cost of working, is not otherwise excluded
- ii) the cover given by such Perils Insured Against will not apply to Public Utilities or Suppliers under Business Interruption Section

Conditions Applicable to Sections 1-10 only

Conditions B, C4, C5, G, H, N and P are all conditions precedent to any liability of the **Insurers** under this **Policy**

A PAYMENT OF PREMIUM

- 1 The **Insured** will pay the Premium when due otherwise the **Policy** will be cancelled from the date when the premium was due.
- 2 In the event that the Premium for this **Policy** is paid through a credit scheme each payment is to be made on the due date as required by the repayment schedule of the credit scheme and in the event of a default through non compliance with the Terms and Conditions of the credit scheme then the **Policy** will cease to be operative from the date of the first default.

B CLAIM NOTIFICATION

If **Damage** occurs which may result in a claim the **Insured** must:-

- a) inform the police as soon as reasonably possible if it involves theft, malicious damage or vandalism;
- b) notify the nominated claims handlers named in the **Schedule** as soon as reasonably possible (within seven days for riot damage) and supply any details that may be reasonably requested by the **Insurers**.

C RIGHTS AND RESPONSIBILITIES

- 1 The **Insurers** may enter the **Premises** without incurring any liability and any Building in which **Damage** has occurred and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner.
- 2 There shall be no abandonment of any property to the **Insurers**.
- 3 Any item or section of this **Policy** will cease to be in force if after the commencement of this insurance there is any alteration in the risk, **Building** or item which results in:-
 - a) the risk of loss **Damage** or injury being increased; However, this cause shall not apply if by any act or omission or by any alteration the risk of **Damage** is increased unknown to or beyond the control of the **Insured** providing that the **Insured** immediately they become aware thereof shall give notice to the **Insurers** and pay an additional premium if required.
 - b) the **Insured's** interest ceasing other than by a will or the operation of the law;
 - c) the **Business** being wound up carried on by a liquidator or receiver or permanently discontinued unless the **Insurers** are notified and agree to such an alteration.
- 4 The **Insured** shall do and allow to be done anything reasonably practicable to reduce any loss **Damage** or interruption of the **Business**, which may be the subject of a claim under this **Policy**.
- 5 Persons seeking the protection of this **Policy** must not admit, reject or negotiate any claim without the **Insurers** consent. The **Undewriters** have the right but not the duty to take over and conduct in the name of that person with absolute control the defence or settlement of that claim. Further the **Insurers** may take legal action in the name of such person (at our expense and for the **Insurers** own benefit) to recover from others compensation in respect of anything covered by this **Policy**.
- 6 In the event of a claim being made under the Business Interruption Section of the **Policy** not later than thirty days after the expiry of the **Indemnity Period** or within such further time as the **Insurers** may in writing allow at his own expense deliver to the **Insurers** in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **Damage** or any part of it or consequential loss of any kind resulting therefrom.
- 7 The **Insured** shall at his own expense also produce and furnish to the **Insurers** such books of account and other document proofs information explanation and other evidence as may reasonably be required by the **Insurers** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith.

8 The **Insured** will provide all help and assistance and co-operation required by the **Insurers** in connection with any claim

D PROFESSIONAL ACCOUNTANTS CHARGES

The **Insurers** will indemnify the **Insured** in respect of reasonable charges payable by the **Insured** to professional accountants for producing any particulars or details contained in the **Insured's** **business** books or such other proofs information or evidence the **Insurers** may require under the terms of this **Policy** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other **Business** books or documents

E DUTY OF CARE

The **Insured** shall take:-

- a) all reasonable steps to prevent loss **Damage** and injury and to maintain all property insured in a sound condition.
- b) reasonable care in the selection and supervision of any **employee**.

F CAPITAL ADDITIONS

New **Buildings** or plant and machinery and extensions or included alterations to existing **Buildings** are covered before they are included the **Policy Schedule**, for an amount up to 10% of the **sum insured** on the relevant property whilst at the **Premises** (excluding any appreciation in value). However the **Insured** must:-

- a) notify the **Insurers** of such additions to the **sum insured** as soon as reasonably possible and;
- b) arrange the insurance to apply from the date when the **Insurers** first became responsible for the additional property.

G OTHER INSURANCES

If the insurance for any loss **Damage** or liability for which a claim is made is also provided under any other **Policy** then the **Insurers** shall pay only that proportion of the claim which the insurance under this **Policy** bears to the insurance provided under all the policies.

H ARBITRATION

Where claim has been accepted under this **Policy** but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator in accordance with the statutory provisions then current in England and Wales. If this happens, an award must be made by the arbitrator before legal proceedings can be commenced.

I SUBROGATION WAIVER

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

- a) any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured**;
- b) any Company which is a Subsidiary of a Parent Company of which the **Insured** are themselves a Subsidiary;

in each case within the meaning of section 154 of the Companies Act 1948.

J OTHER INTERESTS

An interest of a third party which the **Insured** is required to include herein under terms of any Mortgage, Property Lease or Hiring, Leasing or Hire Purchase Agreement is automatically deemed to be held covered hereunder subject to notification by the **Insured** to the **Insurers** as soon as is reasonably practicable.

K TRANSFER OF INTEREST

If at any time of **Damage** to any **Building** covered under this **Policy** the **Insured** shall have contracted to sell their interest in such **Building** and the purchase shall not have been completed the purchaser on the completion of the purchase if and so far as the property is not otherwise insured by and or on behalf of the purchaser against such **Damage** shall be entitled to the benefit of this **Policy** so far as it relates to such **Damage** without prejudice to the rights and liabilities of the **Insured** or the **Insurers** under this **Policy** up to the date of completion.

L The answers and statements in the proposal form or any Statement of Facts and any other information supplied in connection with this insurance by or on behalf of the **Insured** are true and complete.

M The **Insurers** will not be liable for any **Damage** following.

- a) alteration of the **Premises** or occupation thereof or to the **Business** whereby the risk of **Damage** is increased.
- b) cessation of the **Insureds** interest except by will or operation of law.
- c) alteration of partners having operational control of the **Insured**.

unless such alteration is agreed in writing by the **Insurers**.

N All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** shall be complied with and continue to be complied with during the whole currency of the **Policy**.

O If any claim under this **Policy** is in any respect dishonest or if any dishonest means or devices are used by the **Insured** or any director or partner or anyone acting on the **Insured's** behalf to obtain any benefit under this **Policy** or if any **Damage** or destruction is occasioned by the willful act or with the connivance of the **Insured** or any director or partner then all benefits under this **Policy** will be forfeited.

P This **Policy** is voidable in the event of misrepresentation mis-description or non-disclosure in any material fact.

Q A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights or remedy of a third party which exists or is available apart from the Act.

R This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that the **Insured** immediately they become aware thereof shall give notice to the **Insurers** and pay any additional premium required.

A UNOCCUPIED BUILDINGS

It is a condition precedent to the liability of the **Insurers** that the **Insured** shall give notice in writing to the **Insurers** immediately any **Building** becomes **Unoccupied** or when an **Unoccupied Building** or portion thereof is again occupied and pay any additional premium required.

B UNOCCUPANCY CONDITIONS

It is a condition precedent to liability when any **Building** (or part thereof) are untenanted or **Unoccupied**.

- 1 all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- 2 all water tanks apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down.
- 3 all reasonable precautions are taken to ensure that the **Buildings** are secure against entry by intruders including
 - a) securely locking and fastening all doors and windows
 - b) any letter boxes being sealed
 - c) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order.
- 4 all waste refuse and other disused combustible materials will be cleared from the **Building** and removed from the **Premises** at least once a week.
- 5 tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**.
- 6 the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections.
- 7 notice is to be given to **Insurers** when any untenanted or **Unoccupied Building** (or part thereof) is again occupied

C FIRE EXTINGUISHING APPLIANCES

The premium for this **Policy** has been calculated after taking into consideration the fire extinguishing appliances at the **Premises** which were installed at the commencement of this **Policy** (or which may be installed subsequently at the request or with the knowledge of the **Insurers**). In consideration of the **Insured** undertaking to:-

- 1 cause an inspection of the appliances to be made every week for the purpose of ascertaining that they are in all respects maintained in proper working order;
- 2 remedy promptly any defect whether disclosed by any such inspection or otherwise and;
- 3 advise the **Insurers** of any substantial reduction in the fire extinguishing appliances

this **Policy** shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the **Insured**.

D FIRE PROOF DOORS AND SHUTTERS

It is a condition precedent to the liability of the **Insurers** that all fireproof doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

E ALARM SYSTEM AND PROTECTIONS

It is a condition precedent to the liability of the **Insurers** that

- 1 any alarm system required by the **Insurers** shall be:-
 - a) installed in accordance with the specification agreed by the **Insurers**
 - b) kept in full and efficient working order at all times and serviced under a contract to provide both corrective and protective maintenance approved by the **Insurers**;
 - c) tested and set with the means of communication to transmit signals in full operation whenever the alarmed portion of the **Premises** is closed or not attended by the **Insured** or any person authorized by the **Insured** to be responsible for the security of the **Premises**.
- 2 no alteration or variation of the alarm system or any structural alteration to the **Premises** which would affect the system or affect its effectiveness to protect the **Premises** shall be made without the written consent of the **Insurers**.
- 3 immediate advice shall be given to the **Insurers** of any notice from the Police or a security organisation that alarm system signals may be disregarded or a reduced level of response provided.
- 4 any other additional protection specified by the **Insurers** shall be fitted in accordance with its requirements and together with all other devices for the protection of the **Premises** be kept in good order and put into full and effective operation when the **Premises** are closed for **Business** to customers or callers or are unattended.
- 5 all keys including duplicate keys for the security of the **Premises** and property insured shall be removed from the **Premises** whenever they are closed and unattended or secured within a safe or strong room the keys of which are removed from the **Premises**.
- 6 immediate notice shall be given to the **Insurers** of any alteration whereby the risk of **Damage** is increased and the **Insurers** shall not be liable for any **Damage** resulting wholly or in part from any such alteration unless the **Insurers** shall have expressly agreed to accept responsibility for the altered risk.

F PROTECTIONS WARRANTY

It is a condition precedent to any liability of the **Insurers** to make any payment in respect of **Damage** that

- 1 The doors and windows of the private dwelling portion of the **premises** must be secured in line with the security protections outlined below, whenever the private dwelling portion of the **Premises** is **Unoccupied** or unattended
 - a) any alarm system fitted must be brought into operation and kept in full and efficient working order at all times.
 - b) All external doors and trap doors together with internal doors which give access to any part of the **BUILDINGS** not occupied by the **INSURED** must be fitted and secured with one of the following:
 - i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by the **INSURERS** in writing.
 - c) All outward opening external doors of the **BUILDINGS** occupied by the **INSURED** and internal doors which give access to any part of the **BUILDINGS** not occupied by the **INSURED** must be fitted and secured with hinge bolts.
 - d) All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

Any door officially designated a fire exit by the Fire Authority is excluded from the above requirements but must be protected against illegal entry in a manner which is acceptable to the Fire Authority.

G DEEP FAT FRYING CONDITION/COOKING FUME EXTRACTION/DUCTING

It is a condition precedent to any liability of **Insurers** to make any payment in respect of **DAMAGE** that

- 1 any frying range in the **Premises** together with the flue pipe (if any) connected to it be securely fixed and the frying range be at least 18 inches clear and the flue pipe at least 9 inches clear of woodwork and other combustible material
- 2 All canopies or other fume or grease removal devices associated with the extraction system are washed/wiped daily
- 3 All grease traps, sumps and filters are checked, emptied and cleaned at least every 7 (seven) days with a written record kept of the cleaning schedule
- 4 All ducts, flues and extraction motors associated with the extraction system are
 - a) fitted with filters
 - b) are cleaned along the entire length by an independent contractor or written evidence is available proving it has been cleaned by an independent contractor within the preceding six months
 - c) are cleaned along the entire length by an independent contractor at least every 6 months thereafter, with a written record kept.
- 5 All frying ranges and other deep fat frying equipment must be installed fully in accordance with the manufacturers instructions either by the manufacturer or a registered contractor (CoRGI or NICEIC as appropriate)
- 6 All frying ranges and other deep fat frying equipment be fitted with a thermostat designed to prevent the temperature of cooking oils and fat from rising above 205 degrees Celsius and a high temperature non self resetting limit control to shut off the energy source if fat exceeds 230 degrees centigrade
- 7 All frying ranges and other deep fat frying equipment to be fully serviced at least annually by a qualified service engineer (who must be CORGI registered in the case of a gas fired range or on the roll of the NICEIC), any defects found be rectified immediately, and a certificate issued to show the work carried out together with details of any repairs made
- 8 Fire Extinguishing Appliances in accordance with BS5306 Part 8 be available throughout the **premises** and Fire Extinguishing Appliances in accordance with BS7937 together with fire blankets be available and kept close to the frying range and other deep fat frying equipment and maintained ready for immediate use
- 9 Frying ranges and other deep fat frying equipment and associated flues and exhaust ducting are securely fixed and free from contact with combustible material.
- 10 All frying ranges and other fixed deep fat frying equipment must be equipped with devices that prevent the energy source being activated if the extraction system is not in operation
- 11 Any combustible surfaces within one metre of the frying range or deep fat frying equipment must be protected with metal or other incombustible material
- 12 All waste and batter scraps are kept in metal bins with metal lids and such bins are removed from the building at the end of each frying session.
13. Any frying range and other deep fat frying equipment must not be left unattended whilst the heat source is operating.

H AUDITORIUM WARRANTY

It is a condition precedent to liability that the provision be made for the carrying out of an examination of the **Buildings** for smouldering matches, tobacco or other material at the close of **Business** each day and for signed reports to be made thereon daily by the **employee** detailed to make the examination and for such reports to be checked at least weekly by the Management. It is further understood and agreed that all ashtrays and the like be emptied in to a lidded metal bin and that the bin be removed from the **Buildings** at the close of **Business** each day.

I FLAT ROOF MAINTENANCE CONDITION

It is a condition precedent to **Insurers** liability in respect of Section 1 **Buildings** and Section 2 **Contents** that

- a) any felt on timber roof over 7 years old forming part of the **Buildings** is inspected at least every 2 years and maintained in a good state of repair at all times
- b) such inspection shall be carried out by a qualified roofing contractor
- c) in the event of a claim involving such roof the **Insured** will provide the **Insurers** with
 - i) the relevant inspection report(s) from roofing contractor(s)
 - ii) evidence that repairs recommended in inspection report(s) were carried out

J ASBESTOS ENDORSEMENT

- (A) This insurance 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 the Insured Perils 1 – 10 under Section 1 - **Buildings**

This coverage is subject to all limitations in the **Policy** to which this endorsement is attached and in addition to each of the following specific limitations:

- 1 The said **Building** or structure must be insured under this Insurance for **Damage** by an Insured Peril.
 - 2 The Insured Peril must be the immediate sole cause of the **Damage** to the asbestos.
 - 3 The **Insured** must report to the **Insurers** the existence and cost of the **Damage** as soon as practicable after the Insured Peril first Damaged the Asbestos. However, this Insurance does not insure any such **Damage** first reported to the **Insurers** more than twelve months after the expiration, or termination, of the period of insurance.
 - 4 This Insurance 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**.
- (B) Except as set forth in the foregoing Part A of this endorsement, this insurance does not insure asbestos or any interest relating thereto.

1 OPERATIVE CLAUSE

The **INSURERS** will indemnify the **Insured** against their legal liability to pay **damages** (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this **Policy** arising out of the **Business** specified in the **Schedule**, subject always to the terms, conditions and exclusions of such Section and of the **Policy** as a whole.

2 DEFINITIONS

For the purposes of Section 11

Insured

- a) the person, persons or corporate body named in the **Schedule**
- b) subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurers**.

Business

the **business** of a hotel conducted at or from **premises** in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

- a) the ownership, repair and maintenance of the **Insured's** own property
- b) provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, firefighting, and security services 2.2.3.private work in connection with the hotel undertaken by any Person Employed for any director or partner of the **Insured** with the prior consent of the **Insured**.

Injury

death, bodily injury, illness or disease of or to any person.

Damage

loss of possession of or **damage** to tangible property.

Person Employed

any:

- a) **Employee** being a person under a contract of service or apprenticeship with the **Insured** 2.5.2.labour master and persons supplied by him
- b) person employed by labour only sub-contractors 2.5.4.self employed person under the control of the **Insured**
- c) person hired to or borrowed by the **Insured**
- d) person undertaking study or work experience or youth training scheme with the **Insured** working for the **Insured** in connection with the **Business**.

Product

any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

Pollution

all pollution or contamination of **buildings** or other structures or of water or land or the atmosphere and all bodily injury death illness disease physical loss or physical **damage** to material property directly or indirectly caused by such pollution or contamination

3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 1 managerial or supervisory **Employees** of the **Insured** in their business capacity for legal liabilities arising out of the performance of the **Business** and any director or partner of the **Insured** in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the **Insured**

- 2 the officers, committees and members of the **Insured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3 any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only
- 4 any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**
- 5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the **Insured**.

4 CROSS LIABILITIES

Each person or party granted indemnity by this **Policy** is separately indemnified in respect of claims made against any of them by any other subject to the **Insurers' total liability** not exceeding the stated Limits of Indemnity.

5 LIMITS OF INDEMNITY

SUB-SECTION A – The **Insurers' total liability** to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence.

SUB-SECTIONS B AND C – The **Insurers' total liability** to pay **damages** (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- a) under Section B in respect of liability arising out of Pollution applies to the total amount of **damages** (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- b) under Section C applies to the total amount of **damages** (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

6 COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or **Employee** of the **Insured** attending court as a witness at the request of the **Insurers** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurers** will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

- | | | |
|----|-------------------------|------|
| a) | any director or partner | £250 |
| b) | any Employee | £100 |

1 INDEMNITY

The **Insured** is indemnified by this Sub-Section in accordance with the **Operative Clause** in respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured** and occurring during the Period of Insurance.

The **Insurers** will also pay for legal costs and expenses incurred with its prior written consent

- a) in defence of any claims
- b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

HEALTH AND SAFETY AT WORK ETC ACT LEGAL DEFENCE COSTS

The **Insurers** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- a) the **Insured**
- b) at the **Insureds** request any director partner or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - i) the Health and Safety at Work etc Act 1974
 - ii) the Health and Safety at Work (Northern Ireland) Order 1978Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the trade or **business** within the territorial limits

The **Insurers** will not be liable under this Extension for the cost of any fine or penalty

2 EXCLUSIONS

This Sub-Section does not apply to or include legal liability:

- a) arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- b) 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

3 COMPULSORY INSURANCE CLAUSE

The Indemnity granted by this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain Northern Ireland the Isle of Man the Channel Islands but the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law

1 INDEMNITY

The **Insured** is indemnified by this Sub-Section in accordance with the **Operative Clause** for and/or arising out of accidental Injury and/or **Damage** occurring during the Period of Insurance.

LEGAL COSTS AND EXPENSES

The **INSURERS** will pay in addition to the Indemnity Limit legal costs and expenses incurred with its written consent for

- a) representation at any coroners inquest or Inquiry in respect of any death
- b) defending in any court of summary jurisdiction or any proceedings in respect of any act or omission which may be the subject of indemnity under this Section

HEALTH AND SAFETY AT WORK ETC ACT LEGAL DEFENCE COSTS

The **Insurers** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- a) the **Insured**
- b) at the **Insureds** request any director partner or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - i) the Health and Safety at Work etc Act 1974
 - ii) the Health and Safety at Work (Northern Ireland) Order 1978
 - iii) Part II of the Consumer Protection Act 1987
 - iv) Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under such legislation is alleged to have been committed during the Period of insurance in connection with the trade or **business** within the territorial limits

The **Insurers** will not be liable under this Extension for

- i) the cost of any fine or penalty
- ii) legal costs and expenses where indemnity is provided by any other insurance
- iii) proceedings arising out of any deliberate act or omission by the **insured** director partner or **employee**

2 EXCLUSIONS

This Sub-Section does not apply to or include legal liability:

- a) in respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured**.
- b) arising out of or in connection with any Product.
- c) arising out of the ownership, possession or use by or on behalf of the **Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- d) arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

- e) for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:
- clothing and personal effects (including vehicles and their contents) of **Employees** and visitors
 - **premises** (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work
 - **premises** tenanted by the **Insured** provided always that liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement
- f) 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
- g) arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits

3 LIABILITY UNDER AN AGREEMENT

liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement

1 INDEMNITY

The **Insured** is indemnified by this Sub-Section in accordance with the **Operative Clause** for and/or arising out of accidental Injury and/or **Damage** occurring during the Period of Insurance and arising out of or in connection with any Product.

LEGAL COSTS AND EXPENSES

The **Insurers** will pay in addition to the Indemnity Limit legal costs and expenses incurred with its written consent for

- a) representation at any coroners inquest or Inquiry in respect of any death
- b) defending in any court of summary jurisdiction or any proceedings in respect of any act or omission which may be the subject of indemnity under this Section

HEALTH AND SAFETY AT WORK ETC ACT LEGAL DEFENCE COSTS

The **Insurers** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- a) the **Insured**
- b) at the **Insureds** request any director partner or **employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - i) the Health and Safety at Work etc Act 1974
 - ii) the Health and Safety at Work (Northern Ireland) Order 1978
 - iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation is alleged to have been committed during the Period of insurance in connection with the trade or **business** within the territorial limits

The **Insurers** will not be liable under this Extension for

- i) the cost of any fine or penalty
- ii) legal costs and expenses where indemnity is provided by any other insurance
- iii) proceedings arising out of any deliberate act or omission by the **insured** director partner or **employee**

2 EXCLUSIONS

This Sub-Section does not apply to or include legal liability:

- a) in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- b) for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- c) arising out of the recall of any Product or part thereof
- d) arising out of any Product which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- e) arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- f) arising from circumstances known to the **Insured** prior to the inception date of this Insurance.
- g) Any Product known to be for use in or supply to USA or Canada

EXCLUSIONS APPLICABLE ONLY TO SUB-SECTIONS B & C

The Insurers shall not indemnify the Insured for:

- 1 any liability, loss, cost or expense arising out of the deliberate, conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent Injury or **Damage**
- 2 any liability, loss, cost or expense arising out of Pollution except to the extent that the **Insured** demonstrates that such Pollution;
 - a) 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
 - b) 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 **Policy** to have occurred at the time such incident takes place and that **Insurers** 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.

- 3 any liability, loss, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 4
 - a) any liability, loss, cost or expense directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - c) any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/ or emotional distress.

- d) any liability, loss, cost or expense 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.

EXCLUSIONS APPLICABLE TO SUB-SECTIONS A, B & C

The Insurers shall not indemnify the Insured for:

- 5 any liability, loss, cost or expense directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- i) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
- ii) assumed by the **Insured** by agreement which would not have attached in the absence of such agreement

- 6 any award of punitive or exemplary **damages** whether as fines, penalties, multiplication of compensatory awards or **damages**, or in any other form whatsoever

7 the Excess stated in the **Schedule** in respect of the first amount of each claim arising out of **Damage**

8 any liability, loss, cost or expense which forms the subject of insurance by any other **Policy** and this **Policy** shall not be drawn into contribution with such other insurance

9 **TERRORISM**

liability death injury loss **damage** or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and **damage**) directly or indirectly caused by resulting from or in connection with

- a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **employees**

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

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion any liability death injury loss **damage** destruction costs or expense is not covered by this **Policy** (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss **damage** destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **Insured**

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

10 **ASBESTOS AND HAZARDOUS SUBSTANCE EXCLUSION**

Notwithstanding anything contained herein to the contrary, the **Insurers** shall not be liable for any loss cost or expense directly or indirectly out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. The **Insurer** shall not indemnify the **Insured** in respect of liability directly arising out of resulting from, in consequence of, or in any way involving, or any materials containing asbestos, in whatever form or quantity.

11 **OFFSHORE**

liability arising out of any work undertaken and/or visit **Offshore**

Offshore means as from the time when the **Insured Directors Partners** or **Employees** or any other person or persons for whom the **Insured** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The following conditions are precedent to **Insurers'** liability to provide Indemnity under this **Policy**)

- 1 The **Insured** shall give immediate notice in writing to the **Insurers** nominated claims handlers as specified in the **schedule** of any occurrence that may give rise to a claim under this **Policy** and shall give all such additional information as the **Insurers** may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the **INSURERS** immediately they are received.
- 2 No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurers** who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or **damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurers** may reasonably require.
- 3 The **Insurers** may at any time pay to the **Insured** in connection with any claim or series of claims under this **Policy** to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the **Insurers** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this **Policy** then the **Insurers** will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 4 The **Insured** shall give notice to the **Insurers** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until the **Insurers** be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the **Insured** has paid or agreed to pay the additional premium (if any) the **Insurers** shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 5 Where the premium is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the **Insurers** require. The premium shall then be adjusted and any difference paid or allowed to the **Insured** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **employees**, the required declaration shall also include remuneration to all persons defined as Persons Employed by this **Policy**. Failure to declare such particulars to the **Insurers** shall entitle the **Insurers** to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 6 Any written proposal and/or declaration made by the **Insured** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 7 If any claim under this **Policy** is in any respect fraudulent this **Policy** shall become void and all benefit hereunder shall be forfeited.

- 8** The **Insured** may cancel this **Policy** by giving the **Insurers** notice in writing stating when the cancellation is to be effective. If the **Insured** cancels the **Policy** the **Insured** may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the **Policy** Period.
- the **Insurers** may cancel this **Policy** by giving the **Insured** thirty days notice in writing to your insurance agent or at the **Insured's** last known address. In respect of Section 11, there will be no rebate of premium. In respect of all other Sections the **Insurers** shall refund any premium paid for any period beyond the effective date of cancellation (subject to an administration charge) provided that no claims have arisen during the **policy** period, in which case no rebate will be due.
- 9** Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the law of England. The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** shall bear such specific meaning wherever it may appear.
- 10** All disputes concerning the interpretation of this **Policy** are understood and agreed by both the **Insured** and the **Insurers** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 11** **Contract (Rights of Third Parties) Act 1999 Clarification Clause**
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 12** **Data Protection Act 1998**
It is understood by the Assured that any information provided to the **Insurers** regarding the Assured will be processed by the **Insurers**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 13** **E.U. Disclosure Clause (UK) Notice to the Proposer/Insured**
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.

Note: A policy fee may be charged and included in the total cost of purchasing this Insurance **Policy** as detailed in the **Schedule**.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

1 Misuse of the Internet or Extra-net

The Insurers shall not be liable for Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the **Insureds** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means

2 Biological or Chemical Materials Exclusion

Loss or **Damage** costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

3 Electronic cyber liabilities

The **Insurers** shall not be liable for Loss or **Damage** associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured**) caused by;

- a) the response of a computer to any date or date change or
- b) the failure of a computer to respond to any date or date change or
- c) the loss of or denial of access to any data either your own or third party or
- d) any Loss of or **Damage** to or change or corruption in data or software on a computer or computer system or
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information

4 SANCTIONS

Insurers shall not be deemed to provide cover and no **Insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that **Insurer** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

