



# FAST FOOD & TAKEAWAYS 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

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:-

- Assess 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) as 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 at the beginning of the appropriate section or sub-section. To help identify these words in the **Policy** they have been printed in Bold Capital Letters throughout.

**AVERAGE**

if at the time of the **DAMAGE** the value of the property covered be greater than the sum insured then the **INSURED** shall be considered as being his own **INSURER** for the difference and shall bear a rateable proportion of the **DAMAGE**

**BODILY INJURY**

Death, disease, illness or injury.

**BUSINESS**

The business specified in the **SCHEDULE** and no other for the purpose of this insurance.

**BUSINESS HOURS**

The hours during which the **INSURED** or any **EMPLOYEE** is in the **BUSINESS** portion of the **PREMISES** for the purposes of the **BUSINESS**.

**BUILDING**

The **BUILDINGS** of the **PREMISES** shown in the **SCHEDULE** comprising:

1. The **BUSINESS** portion of the **PREMISES** and private dwelling rooms and any outbuildings used in connection with the **BUSINESS** or for domestic purposes
2. Landlord's fixtures and fittings.

**DAMAGE**

Physical loss destruction or damage.

**DWELLING**

The private dwelling rooms owned by or leased to the **INSURED** at the **PREMISES**.

**EMPLOYEE**

Any person whilst working for the **INSURED** in connection with the **BUSINESS** including any:

1. person under contract of service or apprenticeship with the **INSURED**
2. self employed person or labour only sub contractor or labour master or person supplied by any of them
3. person seconded to acquire work experience, work experience under a scheme or similar scheme
4. person hired to or engaged directly or indirectly by the **INSURED**.

**EXCESS**

The amount the **INSURED** is responsible for before the **INSURER** shall be liable to make a payment under the **POLICY**.

**INSURED**

The person, persons or company specified in the **SCHEDULE** as the **INSURED**.

**INSURERS**

The **INSURERS** as specified in the **SCHEDULE**

**PREMISES**

The **BUILDINGS** and the land within the boundaries belonging to them.

**TERRITORIAL LIMITS**

anywhere in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

**UNOCCUPIED OR UNTENANTED**

Any **BUILDING** or part of any **BUILDING** insured that becomes vacant, unfurnished, disused or left without regular daily occupation, in connection with the **BUSINESS**, for a continuous period of 7 days or more.

**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. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs.

**HACKING**

unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the **INSURED** or not.

**DENIAL OF SERVICE ATTACK**

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the generation of excess traffic into network addresses and exploitation of the system

Or

network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**The following are applicable to all Sections of the Policy**

The **INSURERS** will not be liable for

- a) Any contingency 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.
- b) **DAMAGE** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- c) **DAMAGE** of or to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to or by or arising from:
  - i) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
  - ii) ionising radiation from or contamination by radioactivity from any nuclear fuel or from nuclear waste or from the combustion of any radioactive material,
  - iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) 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
  - i) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - ii) 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 this 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 liability death injury loss damage destruction cost 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.

- e) any loss, damage, liability, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:-
  - i) The calculation, comparison, differentiation, sequencing or processing of data, involving the date change to the year 2000, or any other date change, including leap year 2000, or any other date change, including leap year calculations, by any computer system hardware, programme or software and/ or any microchip, integrate circuit or similar device in computer equipment or non-computer equipment, whether the property of the **INSURED** or not: or
  - ii) Any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system hardware, programme or software and/ or any microchip, integrate circuit or similar device in computer equipment or non-computer equipment, whether the property of the **INSURED** or not.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

- f) 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.
- g) **Electronic Data Endorsement "B"**
- (A) Electronic Date Exclusion
- Notwithstanding any provision to the contrary within the **POLICY** or any endorsement thereto, it is understood and agreed as follows:-
- (i) This **POLICY** does not insure loss, damage, liability destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but no limited to **COMPUTER VIRUS**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any or event contributing concurrently or in any other sequence to the loss.

#### **Electronic Data**

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

#### **Computer Virus**

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

- (ii) However, in the event that a peril listed below results from any of the matters described in paragraph 1) above, the **POLICY**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **POLICY** period to property insured by this **POLICY** directly caused by such listed Peril.

Listed Perils:

Fire

Explosion

- (B) **ELECTRONIC DATA** Processing Media Valuation
- Notwithstanding any provision to the contrary within the **POLICY** or any endorsement thereto, it is understood and agreed as follows:
- Should **ELECTRONIC DATA** processing media **INSURED** by this **POLICY** suffer **DAMAGE INSURED** by this **POLICY** then the basis of valuation shall be the cost of the blank media plus the costs of copying the **ELECTRONIC DATA** from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of retreating, gathering or assembling such **ELECTRONIC DATA**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **POLICY** does not insure any amount pertaining to the value of **ELECTRONIC DATA** to the **INSURED** or any other party, even if such **ELECTRONIC DATA** cannot be recreated, gathered or assembled.
- h) **Misuse of the Internet or Extranet**
- The **INSURERS** shall not be liable for Liability arising directly or indirectly from the use or misuse of the Intranet Extranet and/or caused via the **INSURED'S** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means



**General Exclusions in relation only to the following sections of this policy:**

**The following are applicable to all sections of the Policy other than sections h) and i)**

- i) **DAMAGE** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion strikers persons taking part in labour disturbances or malicious persons
- j) **DAMAGE** to any computer or other equipment or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such **DAMAGE** is caused by **VIRUS OR SIMILAR MECHANISM** or **HACKING** or **DENIAL OF SERVICE ATTACK**.
- k) **CONSEQUENTIAL LOSS** directly or indirectly caused by or arising from **VIRUS OR SIMILAR MECHANISM** or **HACKING** or **DENIAL OF SERVICE ATTACK**.  
But this shall not include **DAMAGE** or **CONSEQUENTIAL LOSS** which results from a **PERIL COVERED** (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)
- l) **DAMAGE** to any electrical plant or appliance caused by its own:
  - i) over-running
  - ii) short-circuiting
  - iii) excessive pressure
  - iv) self-heatingThis exclusion shall not apply where fire spreads to cause **DAMAGE** to other plant or appliances or other property Insured.

**The following is applicable to sections A, C, E, F and J only:**

- m) loss or destruction or **DAMAGE** caused by pollution or contamination but this shall not exclude destruction of or **DAMAGE** to the Property Insured, not otherwise excluded, caused by:
  - 1) pollution or contamination which itself results from a **PERIL COVERED**
  - 2) any **PERIL COVERED** which itself results from pollution or contamination

**The following is applicable to section B only:**

- n) loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or **DAMAGE** to property used by the **INSURED** at the **PREMISES** for the purpose of the **BUSINESS**, not otherwise excluded, caused by:
  - 1) pollution or contamination at the **PREMISES** which itself results from **PERIL COVERED**
  - 2) any **PERIL COVERED** which itself results from pollution or contamination.
- o) the **EXCESS** specified in the **SCHEDULE**
- p) **DAMAGE** caused by fraud or forgery or deception
- q) **DAMAGE** attributable solely to change in the water table level
- r) direct or indirect consequential loss or damage of any kind or description except where specifically included

1 FAIR PRESENTATION OF THE RISK

- a) At inception and renewal of this **POLICY** and also whenever changes are made to it at the **INSURED'S** request the **INSURED** must:
- i) disclose to the **INSURERS** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the **INSURED** does not comply with clause (a) of this condition the **INSURER** may:
- i) avoid this **POLICY** which means that the **INSURER** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the **INSURED** is proven by the **INSURER** to be deliberate or reckless in which case the **INSURER** will not return the premium paid by the **INSURED**; and
  - ii) recover from the **INSURED** any amount the **INSURER** has already paid for any claims including costs or expenses the **INSURER** has incurred.
- c) If the **INSURED** does not comply with clause (a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **POLICY** may be affected in one or more of the following ways depending on what the **INSURER** would have done if the **INSURER** had known about the facts which the **INSURED** failed to disclose or misrepresented:
- i) If the **INSURER** would not have provided the **INSURED** with any cover the **INSURER** will have the option to:
    - 1) avoid the **POLICY** which means that the **INSURER** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from the **INSURED** any amount the **INSURER** has already paid for any claims including costs or expenses the **INSURER** has incurred.
  - ii) If the **INSURER** would have applied different terms to the cover the **INSURER** will have the option to treat this **POLICY** as if those different terms apply. The **INSURER** may recover any payments made by the **INSURER** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
  - iii) If the **INSURER** would have charged a higher premium had the material fact been disclosed or not been misrepresented, the **INSURER** may reduce proportionately the amount to be paid on any claim. For the purpose of this clause "reduce proportionately" means the proportion for which the **INSURER** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **INSURER** would have charged had the **INSURED** made a fair presentation.  
e.g. If the additional premium required due to the non-disclosure or misrepresentation is 20% of the original premium then **INSURERS** can reduce the value of the claim by 20%.  
If the **INSURER** would have underwritten this **POLICY** or agreed to the variation on different terms (other than in relation to the premium charged), the **INSURER** shall be entitled to impose all such terms by giving the **INSURED** written notice of all such additional terms. Any additional term notified shall take effect as if imposed from the inception of this **POLICY** or the date of the variation.
- d) Where this **POLICY** provides cover for any person other than the **INSURED** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **INSURER** will not invoke the remedies which might otherwise have been available to the **INSURER** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **INSURED**.

Provided always that if the person concerned or the **INSURED** acting on their behalf makes a careless misrepresentation of fact the **INSURER** may invoke the remedies available to the **INSURER** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the **POLICY** unaffected.

2 FRAUD

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **INSURED** or anyone acting on the **INSURED'S** behalf to obtain any benefit under this **POLICY** or if any loss or **DAMAGE** is occasioned by the wilful act or with the connivance of the **INSURED INSURERS** may:

- a) refuse to pay the claim; and
- b) terminate the policy from the date of the fraudulent act and retain any premium paid under the **POLICY**.

3 REASONABLE PRECAUTIONS

It shall be a condition precedent to any liability of the **INSURERS** to make any payment under this **POLICY** that the **INSURED**:

- a) take all reasonable precautions to protect the Property Insured
- b) comply with statutory enactments Bye-Laws and any other obligations and regulations imposed by any authority
- c) employ only competent **EMPLOYEES**
- d) take all reasonable precautions to prevent accidents and injury and **DAMAGE**
- e) maintain always, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the **INSURED** shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

4 CANCELLATION

The **INSURERS** may at any time cancel the **POLICY** or any section thereof by letter either to the

- a) **INSURED**'s Agent by postal delivery
- b) **INSURED**'s last known address by recorded delivery mail

giving 15 days notice in such event the **INSURED** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

5 PROPOSAL

It shall be a condition precedent to any liability of the **INSURERS** to make any payment under this **POLICY** that the answers and statements in the proposal and/or statement of fact and any information supplied by or on the **INSURED**'s behalf are true and complete

6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

7 RISK IMPROVEMENT REQUIREMENTS

It shall be a condition precedent to any liability of the **INSURERS** to make any payment under this **POLICY** that 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**

8 CHANGE OF CIRCUMSTANCES

The **INSURED** must notify the **INSURER** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the **INSURED** to the **INSURER** or stated as material facts by the **INSURER** to the **INSURED** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **INSURER** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the **INSURER** then the **INSURER** is under no obligation to agree to make them and may no longer be able to provide the **INSURED** with cover.

If the **INSURED** does not notify the **INSURER** of any such change the **INSURER** may exercise one or more of the options described in clauses (C) i), ii) and iii) of General Condition 1 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

9 LEGAL REPRESENTATIVES

In the event of the death of the **INSURED** the **INSURERS** will indemnify the **INSURED**'s legal personal representatives and estate in respect of liability at law previously incurred by the **INSURED** provided they observe, fulfil and be subject to the Terms, Conditions and Limitations of the **POLICY** insofar as they can apply.

10 UNOCCUPIED OR UNTENANTED

The **INSURED** must tell the **INSURER** immediately any **BUILDING** or part of any **BUILDING** becomes **UNOCCUPIED OR UNTENANTED** and pay an additional premium if required. The **INSURER** shall have the right to change the terms and conditions of the **POLICY** and the **INSURED** must action any risk improvement measures that the **INSURER** may require. Failure to comply with the above may result in indemnity being refused.

11 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

1 CLAIMS NOTIFICATION

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the **INSURED** shall:
- i) as soon as reasonably possible give notice to the **INSURERS**'s nominated claims handler as specified in the **SCHEDULE**.
  - ii) as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempt thereat or by riot civil commotion strikers locked-out workers persons taking part in labour disturbances and malicious persons
  - iii) as soon as reasonably possible forward to the **INSURERS** any writ or summons issued against the **INSURED** by a third party
  - iv) take action to minimise the loss or damage and to avoid interruption or interference with the **BUSINESS** and to prevent further damage or injury
  - v) at his own expense and within:
    - (a) seven days of loss or damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
    - (b) thirty days of expiry of the **INDEMNITY PERIOD** in respect of Section B
    - (c) thirty days of any other loss or damage interruption or interference with the **BUSINESS** or injury or diseasesupply full details of the claim in writing to the **INSURERS** together with any evidence and information that may be reasonably required by the **INSURERS** for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.
- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the **INSURERS**.

2 ADDITIONAL RIGHTS OF INSURERS

The **INSURERS** shall:

- a) be entitled to take over the defence or settlement of any claim made upon the **INSURED** by any other party and the **INSURED** shall give all assistance as may be reasonably required by the **INSURERS**
- b) have the right to enter the **PREMISES** where the loss or **DAMAGE** has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the **INSURED** shall not be entitled to abandon any property to the **INSURERS**
- c) be entitled to take benefit of any rights of the **INSURED** against any other party before or after the **INSURED** has received indemnification under this **POLICY** and the **INSURED** shall give all assistance as may be reasonably required by the **INSURERS**
- d) at its option indemnify the **INSURED** by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the **INSURERS** elect to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of anyone of the Items insured more than the sum insured thereon.

3 CONTRIBUTION

This **Policy** does not cover any loss destruction damage or liability which at the time of happening of such loss destruction damage or liability is also covered in whole or in part by any other insurance or would but for the existence of this **Policy** be covered by any other insurance except in respect of any **Excess** beyond the maximum amount which would be payable under such other insurance had this **Policy** not been effected

4 ARBITRATION

Provided that liability for a claim has been admitted any dispute as to the amount to be paid shall be referred to an arbitrator who shall be appointed by the parties in accordance with the statutory provisions in force at the time and the making of award shall be a condition precedent to any right of action against the **INSURERS**.

**TENANTS IMPROVEMENTS**

Decorations and improvements to the **BUILDINGS** including landlords fixtures and fittings for which the **INSURED** is responsible as a tenant and not as owner

**RENT**

The money paid or payable to or by the **INSURED** in respect of accommodation and services provided at the **PREMISES** Where **RENT** is Insured hereunder **INSURERS** will not be liable unless the **BUILDINGS** sustain **DAMAGE** by a **PERIL COVERED** as to be rendered unfit for occupation and then only for such proportion of the sum insured on Rent as the time necessary for reinstating the **DAMAGE** sustained bears to the period of **RENT** insured but not exceeding the sum insured stated in the **SCHEDULE**

**TRADE CONTENTS**

machinery plant fixtures and fittings and all other trade equipment used in connection with the **BUSINESS**, the property of the **INSURED** or held by them in trust for which they are responsible contained within the **BUILDINGS** insofar as they are not otherwise or more specifically insured, including:

- a) documents, manuscripts and **BUSINESS** books but only for the value of the materials as stationery together with the cost of clerical labour expended in re-writing and not for the value to the **INSURED** of the information contained in them
- b) directors partners' visitors' and **EMPLOYEES'** personal effects (other than furs jewellery mobile phones and laptop computers) in so far as they are not otherwise insured including pedal cycles clothing tools and instruments (not purchased by the **BUSINESS**) for amounts not exceeding:
  - i) £100 in respect of any one pedal cycle
  - ii) £200 for property other than pedal cycles in respect of any one person
  - iii) £500 in all in respect of any one person

but excluding **ELECTRONIC BUSINESS EQUIPMENT DOMESTIC CONTENTS** and Money

**ELECTRONIC BUSINESS EQUIPMENT**

Any battery electrical or solar powered equipment used by the **BUSINESS** in connection with its normal administrative functions the property of the **INSURED** or held by them in trust for which they are responsible contained within the **BUILDINGS** insofar as they are not otherwise or more specifically insured.

**DOMESTIC CONTENTS**

Household Goods, Furniture and Furnishings the property of the **INSURED** or held by them in trust for which they are responsible contained within the **DWELLING** but excluding **PERSONAL POSSESSIONS** and **VALUABLE PROPERTY**

**PERSONAL POSSESSIONS**

Clothing and baggage including guns and sports equipment.

**VALUABLE PROPERTY**

Jewellery, watches, pearls or gemstones, any article of gold, silver or other precious metal, works of art, curios, pictures, collections of stamps, coins, metals or furs.

**STOCK**

Stock and materials in trade the property of the **INSURED** or held by them in trust or on commission for which they are responsible contained within the **BUILDINGS** insofar as they are not otherwise or more specifically insured

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

## COVER

In the event of **DAMAGE** to the Property Insured at the **PREMISES** described in the **SCHEDULE** during the Period of Insurance or any part of such property directly caused by any of the **PERILS COVERED**, **INSURERS** will pay to the **INSURED** the value of such property at the date of the **DAMAGE** or the amount of such **DAMAGE** or at the **INSURERS** option reinstate repair or replace such property or any part thereof,

Provided the liability to **INSURERS** during the Period of Insurance shall in no case exceed:

- a) in respect of each item the Sum Insured expressed in the **SCHEDULE** or in the whole the Total Sum Insured as stated in the **SCHEDULE**.
- b) the Sum Insured remaining after deduction for any other **DAMAGE** occurring during the same Period of Insurance, unless the **INSURERS** shall have agreed to reinstate any such Sum Insured

## PERILS COVERED

- 1 FIRE (whether resulting from explosion or otherwise) not occasioned by or happening through:
  - a) Spontaneous fermentation or heating or arising from any process involving the application of heat
  - b) Earthquake subterranean fire
  - c) Riot civil commotion
 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 LIGHTNING
- 3 EXPLOSION but excluding
  - a) **DAMAGE** (other than **DAMAGE** by **FIRE** resulting from **EXPLOSION**) occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **INSURED**
  - b) **DAMAGE** to vessels machinery or apparatus or their contents resulting from the explosion thereof
- 4 AIRCRAFT and other aerial devices or articles falling or dropping therefrom
- 5 EARTHQUAKE
- 6 SUBTERRANEAN FIRE
- 7 RIOT CIVIL COMMOTION strikers, locked out workers, or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **DAMAGE** resulting from cessation of work or from confiscation or destruction or requisition by order of the Government or any Public Authority
- 8 MALICIOUS PERSONS (other than malicious persons acting on behalf of or in connection with any political organisation) but excluding **DAMAGE**
  - a) when a **BUILDING** is left **UNOCCUPIED OR UNTENANTED**
  - b) by Theft
  - c) by Fire or Explosion
- 9 STORM OR FLOOD but excluding **DAMAGE**
  - a) to fences gates or car parks or moveable property in the open
  - b) by frost or freezing
  - c) by SUBSIDENCE GROUND HEAVE OR LANDSLIP
- 10 ESCAPE OF WATER from any tanks water apparatus or water pipes but excluding
  - a) **DAMAGE** caused by or happening through
    - i) defects of which the **INSURED** is or should be reasonably aware
    - ii) SUBSIDENCE GROUND HEAVE OR LANDSLIP
    - iii) repair or alteration to the **PREMISES**
    - iv) water discharged or leaking from any automatic sprinkler installation
  - b) **DAMAGE** in any **UNOCCUPIED OR UNTENANTED** portion(s) of the **BUILDINGS**

- 11 IMPACT with the Property Insured by any road vehicle or animal
- 12 FALLING TREES or branches not resulting from any process of felling or lopping carried out by or on behalf of the **INSURED**
- 13 FALLING AERIAL MASTS and their fittings excluding **DAMAGE** arising from the erection, dismantling, repair or maintenance of such apparatus.
- 14 THEFT or any attempt thereat
- a) involving entry to or exit from the **DWELLING** or the **BUILDINGS** at the **PREMISES** by forcible and violent means
  - b) by hold-up involving violence or threat of violence to the **INSURED** or **EMPLOYEE** or their families excluding
    - (i) **DAMAGE** caused or contributed to, by any **EMPLOYEE**
    - (ii) theft from any **UNOCCUPIED** or **UNTENANTED BUILDING**
    - (ii) theft from any part of the **BUILDINGS** not occupied by the **INSURED** for the purposes of the **BUSINESS**

**PERILS EXTENSION operative only if shown in the Schedule**

- 15 ACCIDENTAL **DAMAGE** of a sudden and/or unforeseen nature but excluding:
- a) **DAMAGE** caused by or happening through:
    - i) mechanical or electrical breakdown
    - ii) faulty or defective workmanship operational error or omission on the part of the **INSURED** or **EMPLOYEES**
    - iii) inherent vice latent defect gradual deterioration wear and tear or other gradually operating cause frost its own faulty or defective design or material
    - iv) the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **INSURED**
    - v) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - vi) change in temperature colour flavour texture or finish
    - vii) Theft including attempt thereat
    - viii) Disappearance unexplained or inventory shortage misfiling or misplacing of information or any loss or **DAMAGE** the cause of which cannot be identified
    - ix) Any other **PERIL COVERED** specified under this Section and cause(s) otherwise specifically excluded from this insurance
    - x) collapse cracking frost or Subsidence Ground Heave or Landslip or normal settlement or bedding down of new structures

however this will not exclude any subsequent **DAMAGE** resulting from any ensuing cause which is not otherwise excluded within this **PERILS COVERED** or General Exclusions to the **POLICY**
  - b) **DAMAGE** to
    - i) Property whilst being worked on and directly resulting from such work
    - ii) plate glass and lettering
    - iii) land roads car parks pavements fences piers jetties bridges culverts or excavations
    - iv) livestock growing crops or trees
    - v) property in transit
    - vi) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
    - vii) property or structures in course of construction or erection
    - viii) gaming machines and the baize playing surface of games tables when in use
  - c) **DAMAGE** consisting of
 

joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters breakdown or derangement or overloading in respect of the particular machine apparatus or equipment in which such incident originates

But this shall not exclude

    - i) such **DAMAGE** not otherwise excluded which itself results from a specified **PERIL COVERED** or from any other **DAMAGE**
    - ii) such **DAMAGE** which itself results from a cause not otherwise excluded



- d) **DAMAGE** in respect of
  - i) Moveable property in the open fences gates and open sided **BUILDINGS**
  - ii) Guns ammunition jewellery precious metals bullion furs curiosities works of art or rare books
  - iii) Glass china earthenware marble or other fragile or brittle objects
- e) any property more specifically insured by or on behalf of the **INSURED**

16 SUBSIDENCE GROUND HEAVE or LANDSLIP of the **PREMISES** or any part of the **PREMISES** on which the **BUILDINGS** or **DWELLING** stands excluding:

- a) **DAMAGE** to yards car parks roads pavements walls gates fences unless also affecting the **BUILDINGS** or **DWELLING** insured hereby
- b) **DAMAGE** to solid floors, slabs or resulting from the movement of solid floors, slabs unless the foundations beneath the external walls of the **BUILDINGS** or **DWELLING** are damaged at the same time
- c) **DAMAGE** caused by or consisting of
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement 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
- d) **DAMAGE** which originated prior to the inception of this cover
- e) **DAMAGE** resulting from
  - i) demolition construction structural alteration or repair of any property
  - ii) groundworks or excavation at the **PREMISES**

Provided always that the **INSURED** shall notify the **INSURERS** immediately in writing when they become aware of:

- i) demolition groundworks excavation or construction being carried out on an adjoining site
- ii) the operation of a cause Insured by this Peril at or affecting any part of the **BUILDINGS** or **DWELLING** or the **PREMISES** or any adjoining or nearby site or beneath such property or sites

The **INSURERS** shall then have the right to vary or cancel the cover provided under this peril

- f) the **EXCESS** shown in the **SCHEDULE**

## EXTENSIONS

- 1 **SEASONAL INCREASE**  
The sum Insured in respect of **STOCK** shall be increased by 25% for the months of November and December and for a period of 30 days preceding Easter Day in each Period of Insurance.
- 2 **LOSS OF METERED WATER**  
The **INSURERS** will pay excess water charges (calculated at the current rate per cubic metre) demanded from the **INSURED** by the water supply authority following loss of metered water as a result of **DAMAGE**, by any of the **PERILS COVERED** to water tanks or pipes (not being automatic sprinkler installation) up to a maximum of £1,000 during any one Period of Insurance provided that the **INSURERS** are not liable for
  - i) loss occurring when the **BUILDINGS** in which the loss occurs are **UNOCCUPIED** or **UNTENANTED**
  - ii) any loss not discovered within 180 days of its occurrence
- 3 **LOCKS AND KEYS**  
The **INSURERS** will pay for the necessary replacement of locks to any external door to the **BUILDINGS** at the **PREMISES** or safe or strongroom contained within them following the loss of keys involving forcible and violent entry to or exit from the **BUILDINGS** at the **PREMISES** or the home of any authorised key holder.  
Provided that:
  - i) the liability of the **INSURERS** will not exceed £500 for each and every loss.
  - ii) keys or duplicate keys relating to any door safe strongroom or burglar alarm are not left in the **PREMISES** overnight unless secured within a proprietary locked key cabinet.
- 4 **ACCIDENTAL DAMAGE TO SERVICES**  
When the **INSURED** is responsible as owner of the **PREMISES** for underground sewage, drainage, water, gas, telephone, electricity, and cable television meters, pipes, wires and cables from the **PREMISES** to the public mains, **INSURERS** will pay the cost of repairs to those services where **DAMAGE** to them happening during the Period of Insurance is caused by any of the **PERILS COVERED** by this Section.
- 5 **ARCHITECTS' SURVEYORS' LEGAL AND CONSULTING ENGINEERS' FEES**  
The insurance by each item on **BUILDINGS** or **TRADE CONTENTS** includes an amount in respect of architects' surveyors' legal and consulting engineers' fees unless separately insured. The insurance on fees applies only to those necessarily incurred in the reinstatement or repair of the property Insured consequent upon **DAMAGE** but not for the preparation of any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies regulating such charges prevailing at the time of the **DAMAGE** and fees shall not exceed in the aggregate the sum insured by each item.
- 6 **CONTRACTING PURCHASER**  
Where the **INSURED** contracts to sell his interest in any **BUILDING** insured by this Section the contracting purchaser who completes the purchase has the benefit of the Insurance by this Section up to the date of completion if the **BUILDINGS** are not otherwise insured and without prejudice to the rights and liabilities of the **INSURED** or the **INSURERS**.
- 7 **MORTGAGEES**  
The rights of any mortgagee hereunder shall not be prejudiced by an act or neglect of the mortgagor or occupier other than the **INSURED** of any **BUILDING** hereby insured whereby the risk of **DAMAGE** is increased, without their prior knowledge or authority, provided the mortgagee shall notify **INSURERS** in writing immediately on becoming aware thereof and shall pay additional premium if required.
- 8 **TEMPORARY REMOVAL**  
The property insured by this section (other than **STOCK**) is covered whilst temporarily removed from the **PREMISES** for cleaning, renovation or repair within the **TERRITORIAL LIMITS** including transit thereto and therefrom for an amount not exceeding 10% of the sum insured for that item.

9 PUBLIC AUTHORITIES

The cover by this Section includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

- a) European Community Legislation or
- b) other regulations under or made in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereinafter referred to as "the stipulations") in respect of
  - i) **DAMAGE** to property insured
  - ii) undamaged portions thereof Excluding:
- c) the cost incurred in complying with any of the stipulations
  - i) in respect of **DAMAGE** occurring prior to the granting of this extension
  - ii) in respect of **DAMAGE** not insured by the **POLICY**
  - iii) under which notice has been served upon the **INSURED** prior to the happening of the **DAMAGE**
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely unaffected by any **DAMAGE** hereby insured against
- d) the additional cost that would have been incurred to make good the property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the stipulations described above not arisen
- e) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the stipulations described above.

**Special Conditions**

- a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months of the **DAMAGE** and may be carried out wholly or partially upon another site if the stipulations so necessitate subject to the liability of the **INSURERS** under this extension not being thereby increased
- b) The total amount recoverable under any item of the **POLICY** in respect of this extension shall not exceed:
  - i) in respect of the lost destroyed or damaged property 25% of its sum insured
  - ii) in respect of undamaged portions of property other than foundations 25% of the total for which **INSURERS** would have been liable had the property insured by the item at the **PREMISES** where the **DAMAGE** occurred been wholly destroyed
- c) the total amount recoverable under this Extension in respect of any one item of this **POLICY** shall not exceed its sum insured
- d) all the terms and conditions of the **POLICY** except insofar as they are varied hereby shall apply as if they had been incorporated herein

10 REPAIRS AND ALTERATIONS

It is hereby agreed that subject otherwise to all the terms conditions and limitations of this insurance tradesmen may be employed to effect repairs or minor structural alterations in all or any of the **BUILDINGS** insured without prejudice to this Insurance.

11 REMOVAL OF DEBRIS

The insurance by all items of this section other than **STOCK** extends to include costs and expenses necessarily incurred by the **INSURED** with the consent of the **INSURERS** in

- a) removing debris
- b) dismantling or demolishing
- c) shoring up or propping up the portion or portions of the property consequent upon **DAMAGE** by any PERILS COVERED and to which such sum(s) insured respectively relate.

The **INSURERS** will not pay for any costs or expenses

- i) incurred in moving debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- ii) arising from Pollution or Contamination of property not insured by this **POLICY**.

12 AUTOMATIC REINSTATEMENT

In the event of **DAMAGE** as insured other than THEFT and in the absence of written notice by the **INSURERS** or the **INSURED** to the contrary within 30 days of the **DAMAGE** the amount of the **DAMAGE** will be reinstated automatically as from the date of the occurrence and the **INSURED** undertakes to pay such necessary premiums as may be required.

**CONDITIONS**

1 BASIS OF SETTLEMENT

- a) In the event of **DAMAGE** to **BUILDINGS, TRADE CONTENTS, ELECTRONIC BUSINESS EQUIPMENT, DOMESTIC CONTENTS** or **TENANTS IMPROVEMENTS** during the Period of Insurance by any of the **PERILS COVERED INSURERS** will pay the full cost of repair or at its option reinstate such **DAMAGE** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new provided that reinstatement is carried out with reasonable urgency. **INSURERS** will take into consideration wear and tear if the **BUILDINGS** are in a poor state of repair or decoration
- b) In the event of **DAMAGE** to all other items other than **STOCK** during the Period of Insurance by any of the **PERILS COVERED INSURERS** will pay the amount of the **DAMAGE** or at its option replace or repair such **DAMAGE** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new, provided that the cost is incurred

All property Insured under this condition is separately subject to the following **AVERAGE** Condition

**AVERAGE**

If the value of the property at the time of the **DAMAGE** is greater than the Sum Insured detailed in the **SCHEDULE** the amount payable by the **INSURERS** in respect of such **DAMAGE** shall be proportionately reduced.

2 DESIGNATION OF PROPERTY

For the purpose of determining where necessary the item under which any property is insured the **INSURERS** hereby agree to accept the designation under which such property has been entered in the **INSURED's** books of account.

3 STILLAGE

It shall be a condition precedent to any liability of the **INSURERS** to make any payment in respect of **DAMAGE** to **STOCK** caused by **STORM FLOOD** or **ESCAPE OF WATER** that all **STOCK** be kept at least 15 centimetres above floor level.

4 ELECTRICAL INSPECTION

It is a condition precedent to liability of the **INSURERS** that the **PREMISES** are regularly inspected by a qualified electrician in accordance with the Electricity at Work Regulations.

5 WASTE REMOVAL AND COMBUSTIBLE GOODS STORAGE

It is a condition precedent to any liability of the **INSURERS** to make any payment in respect of **DAMAGE** by **FIRE** that all

- a) combustible waste be collected or swept up and bagged up daily
- b) oily greasy or solvent impregnated waste including cleaning wipes be kept within fully enclosed metal lidded metal receptacles
- c) the waste mentioned in 1 and 2 above
  - i) whilst held outside of working hours must be stored within fully enclosed metal and metal lidded locked receptacles sited in the open and situated not less than 5 metres from any building or structure or in a secured and locked building
  - ii) shall be removed from the **PREMISES** at least weekly
- d) combustible goods other than as described above situated in the open including but not limited to timber pallets be removed into secured and locked **BUILDINGS** outside of working hours

Subject to observance of the above undertaking this Section shall not be invalidated due to circumstances beyond the control of the **INSURED**.

6 BITUMISED MINERAL FELT ROOF CONSTRUCTION

It is a condition precedent to any liability of the **INSURERS** to make any payment in respect of **DAMAGE** caused by **STORM, FLOOD** or **THEFT** to any portion of the insured **BUILDINGS** constructed of bitumised mineral felt that such roofing material be inspected at least once every five years by a qualified builder or property surveyor and any defects brought to light by that inspection be repaired immediately.

7 MINIMUM SECURITY STANDARD

It is a condition precedent to any liability of the **INSURERS** to make any payment in respect of **DAMAGE** caused by **THEFT** or attempt thereof unless devices for the security of the **PREMISES** are installed in accordance with the following Specification:

- a) All external doors and trap doors of the **BUILDINGS** occupied by the **INSURED** 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.
- b) 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.
- c) 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.

9 SECURITY PROTECTIONS

It is a condition precedent to any liability of the **INSURERS** to make any payment in respect of **DAMAGE** caused by **THEFT** or attempt thereof that:

- a) all protections under the **INSURED**'s control and existing at inception of this insurance or subsequently fitted to comply with the **INSURERS** requirements are kept in force and maintained throughout the currency of this insurance and are not varied or removed without the written consent of the **INSURERS** and the protections are in full use when the **PREMISES** are closed for **BUSINESS** or are left unattended
- b) all keys and duplicate keys of safes and strongrooms (and of all intruder alarm systems if any) are:
  - i) removed when the **PREMISES** are closed for **BUSINESS** or are left unattended
  - ii) kept in a secure place not in the vicinity of safes or strongrooms or intruder alarm systems controls when the **PREMISES** are occupied by the **INSURED** or any authorised **EMPLOYEE** of the **INSURED**.

## DEFINITIONS

### GROSS PROFIT

The **TURNOVER** less the cost of goods sold, services and facilities rendered in the course of the **BUSINESS** at the **PREMISES**.

### ANNUAL GROSS PROFIT

The **GROSS PROFIT** during the 12 months immediately before the date of the **DAMAGE**.

### TURNOVER\*

The money paid or payable to the **INSURED** for goods sold, services and facilities rendered in the course of the **BUSINESS** at the **PREMISES**.

### INDEMNITY PERIOD\*

The period beginning with the occurrence of the **DAMAGE** and ending not later than the Maximum **INDEMNITY PERIOD** (as stated in the **SCHEDULE**) thereafter during which the results of the **BUSINESS** shall be affected in consequence of the **DAMAGE**

\**Note:* Adjustment shall be made as may be necessary to provide for the trend of the **BUSINESS** and for variations in or other circumstances affecting the **BUSINESS** either before or after the **DAMAGE** or which would have affected the **BUSINESS** had the **DAMAGE** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **DAMAGE** would have been obtained during the relative period after the **DAMAGE**.

### OUTSTANDING DEBIT BALANCES

The total amount of the **OUTSTANDING DEBIT BALANCES** in customers credit accounts including hire purchase and credit sales accounts at the date of the **DAMAGE** adjusted for bad debts.

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

## COVER

In the event of the **BUSINESS** at the **PREMISES** being interrupted as a result of **DAMAGE**, caused by any of the perils as stated in Section A provided such perils are not excluded within the **SCHEDULE**, to property at the **PREMISES** the **INSURERS** will indemnify the **INSURED** for loss of **GROSS PROFIT** and **INCREASE IN COST OF WORKING** and the amount payable as indemnity hereunder shall be:

- a) in respect of loss of **GROSS PROFIT** the amount by which the **GROSS PROFIT** during the **INDEMNITY PERIOD** falls short of the **ANNUAL GROSS PROFIT** (or a proportionately increased multiple thereof where the Maximum **INDEMNITY PERIOD** exceeds 12 months)
- 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 **GROSS PROFIT** which but, for that expenditure would have taken place during the **INDEMNITY PERIOD** but not exceeding the amount of the reduction in **GROSS PROFIT** thereby avoided less any:
  - i) sum saved during the **INDEMNITY PERIOD** in respect of any such charges and expenses of the **BUSINESS** payable out of the **GROSS PROFIT** that may cease or be reduced in consequence of the **DAMAGE**
  - ii) **GROSS PROFIT** the **INSURED** earn from conducting the **BUSINESS** elsewhere during the **INDEMNITY PERIOD**.

Note: 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.

## EXTENSIONS

The cover provided by this Section extends to include loss of **GROSS PROFIT** and **INCREASE IN COST OF WORKING** resulting from interruption of the **BUSINESS** due to:

- 1 DENIAL OF ACCESS  
**DAMAGE** to property in the vicinity of the **PREMISES** which prevents or hinders the use or access to the **PREMISES** provided that **INSURERS** liability shall not exceed £25,000 in respect of any one occurrence.
- 2 PUBLIC UTILITIES  
**DAMAGE** to property at any land based **PREMISES** from which the **INSURED** obtains electricity gas water or telecommunication service provided that the **INSURERS** liability shall not exceed £25,000 in respect of any one occurrence
- 3 SUPPLIERS  
**DAMAGE** within the **TERRITORIAL LIMITS** at any site of a supplier of goods to the **INSURED** provided that **INSURERS** liability shall not exceed £25,000 in respect of any one occurrence.
- 4 LOSS OF BOOK DEBTS  
Loss in consequence of the **INSURED** being unable to trace or establish **OUTSTANDING DEBIT BALANCES** as a result of **DAMAGE** caused by an insured Peril to the **INSURED**'s books of account or other **BUSINESS** books or records at the **PREMISES**  
The **INSURERS** will pay to the **INSURED** the amount of the loss resulting from such **DAMAGE** but not exceeding
  - a) the difference between the **OUTSTANDING DEBIT BALANCES** and the total amounts received or traced and
  - b) the additional expenditure incurred with the previous consent of the **INSURERS** in tracing and establishing the **OUTSTANDING DEBIT BALANCES** after the **DAMAGE** provided that:
    - i) the **BUSINESS** is not permanently discontinued, wound up or carried on by a liquidator or receiver, unless the **INSURERS** have agreed to do so
    - ii) the **INSURED** keep their books of account and other **BUSINESS** books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the **PREMISES**
    - iii) the **INSURERS** liability shall not exceed £25,000 in respect of any one occurrence

Excluding loss resulting from

  - a) books or records being mislaid or misfiled
  - b) erasure or distortion of information on Computer Records or other records
    - i) due to the presence of magnetic flux unless such flux results from lightning
    - ii) whilst mounted in or on any machine or data processing apparatus unless caused by **DAMAGE** to the machine or apparatus
    - iii) due to defects in such records
- 5 MURDER, SUICIDE, DISEASE, VERMIN & POISONING  
The occurrence of
  - a) Murder or Suicide occurring at the **PREMISES**
  - b) Poisoning directly caused by the consumption of food and/or drink provided by the **INSURED** at the **PREMISES**
  - c) Contagious and/or Infectious Diseases occurring at the **PREMISES** excluding acquired immune deficiency syndrome (AIDS) or an AIDS related condition
  - d) Closing of the whole or part of the **PREMISES** on the order or advice of any Local or Government Authority consequent upon Vermin and/or Pests or defects in the drains or other sanitary arrangements at the **PREMISES**

the maximum liability of the **INSURERS** under this extension shall be £25,000 during any one period of insurance

**CONDITIONS**

1 **AUTOMATIC REINSTATEMENT OF SUM INSURED**

In the event of **DAMAGE** as insured other than **THEFT** and in the absence of written notice by the **INSURERS** or the **INSURED** to the contrary within 30 days of the **DAMAGE** the amount of the **DAMAGE** will be reinstated automatically as from the date of the occurrence and the **INSURED** undertakes to pay such additional premiums as may be required.

2 **AVERAGE**

If the **ANNUAL GROSS PROFIT** of the **BUSINESS** at the time of the loss of **GROSS PROFIT** following **DAMAGE** is greater than the Sum Insured on **ANNUAL GROSS PROFIT** detailed in the **SCHEDULE** the amount payable by the **INSURERS** in respect of such loss shall be proportionately reduced.

3 **MATERIAL DAMAGE**

Cover under this Section applies only in respect of interruption following **DAMAGE** at the **PREMISES** arising from a **PERIL COVERED** under this Section and where **INSURERS** have admitted liability under this **POLICY** or where other insurers of the **PREMISES** insure the **DAMAGE** and those **INSURERS** have admitted liability under their **POLICY** in respect of a cause which would be a **PERIL COVERED** under this Section.

4 **PROFESSIONAL ACCOUNTANTS/AUDITORS**

- a) Any particulars or details contained in the **INSURED's** books of account or other **BUSINESS** books or documents or other proofs information or evidence which may be required by the **INSURERS** for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants/auditors if at the time they are regularly acting as such for the **INSURED**
- b) the **INSURERS** will indemnify the **INSURED** in respect of the reasonable and proper charges payable by the **INSURED** to their professional accountants auditors for producing such particulars or details or other proofs information or evidence as may be required by **INSURERS** and for reporting that such particulars or details are in accordance with the **INSURED's** books of account or other **BUSINESS** books or documents

Provided that the sum of the amount payable under this Condition and the amount otherwise payable under this Section shall in no case exceed the Total Sum Insured stated in the **SCHEDULE**.

5 **COMPUTER RECORDS**

It is a condition precedent to the liability of the **INSURERS** to make any payment in respect of **DAMAGE** to computerised records that such records have a security copy taken at least once a week and such copies are kept off the **PREMISES**.



## DEFINITIONS

### GLASS

All fixed plain sheet or plain plate glass in windows doors fanlights skylights partitions furniture display and showcases counters or shelves.

### SANITARY FIXTURES AND FITTINGS

Fixed items of sanitary ware contained in the **PREMISES**.

### SIGNS, FASCIAS, BLINDS & CANOPIES

Signage fascias blinds and canopies affixed to the **PREMISES**.

### BREAKAGE

Accidental fracture extending through the entire thickness of the **GLASS**.

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

## COVER

In the event of **BREAKAGE** of **GLASS** or **DAMAGE** to **SANITARY FITTINGS SIGNS, FASCIAS, BLINDS & CANOPIES** occurring at the **PREMISES** during the Period of Insurance the **INSURERS** will indemnify the **INSURED** against such **BREAKAGE** or **DAMAGE** (including the cost necessarily incurred with the consent of the **INSURERS** of boarding up pending replacement of **GLASS** following **BREAKAGE**) provided that the said property described in the **SCHEDULE** are the property of the **INSURED** or for which the **INSURED** is responsible. The **INSURERS** will replace such **GLASS** with **GLASS** of a similar quality or as otherwise recommended by the British Standard Code of Practice BS6262.

The liability of the **INSURERS** shall not exceed the sum insured stated in the **SCHEDULE**.

## EXCLUSIONS

The **INSURERS** shall not be liable to provide an indemnity in respect of

- 1 **BREAKAGE** of **GLASS** or **DAMAGE** to **SANITARY FITTINGS SIGNS, FASCIAS, BLINDS & CANOPIES**:
  - a) by fire
  - b) in any **UNOCCUPIED OR UNTENANTED PREMISES**
  - c) arising from repairs decorations additions or alterations to the **PREMISES**
  - d) to property insured whilst being installed fitted or moved or which was in any way defective at the time that cover was effected
  - e) due to any defect in the framework or other fittings
  
- 2 **DAMAGE** to **SIGNS, FASCIAS, BLINDS & CANOPIES** arising from:
  - a) wear and tear gradual deterioration inherent vice its own defective design or materials or from any process of cleaning or restoring or by vermin or attributable to atmospheric or climatic conditions other than hail or windstorms
  - b) mechanical or electrical breakdown
  
- 3
  - a) the cost of removing or replacing fixtures or other obstructions to replacement
  - b) undamaged portions of a suite set or pair

## EXTENSION

The Insurance provided under this Section extends to include **DAMAGE** to window and door frames and fittings providing such **DAMAGE** is a direct consequence of **BREAKAGE** of **GLASS** insured by this Section subject to a limit of £500 in any one occurrence.

## DEFINITIONS

### NEGOTIABLE MONEY

Cash, bank and currency notes, uncrossed cheques, uncrossed money orders, postal orders, current postage stamps, national insurance stamps, national savings stamps, luncheon vouchers and trading stamps, bankers drafts, VAT purchase invoices, credit company sales vouchers and gift tokens belonging to the **INSURED** or for which the **INSURED** is responsible in connection with the **BUSINESS**.

### NON-NEGOTIABLE MONEY

Crossed cheques, crossed money orders, crossed postal orders, crossed bankers drafts, stamped national insurance cards, national savings certificates, premium bonds, unexpired units in franking machines, and credit card sales vouchers belonging to the **INSURED** or for which the **INSURED** is responsible in connection with the **BUSINESS**.

### MONEY

Negotiable Money and Non-Negotiable Money

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

## COVER

In the event of

- 1 **DAMAGE** to **NEGOTIABLE MONEY** by any cause occurring during the Period of Insurance whilst
  - a) in the **PREMISES** during **BUSINESS HOURS**
  - b) in the **PREMISES** out of **BUSINESS HOURS** not contained in a locked safe
  - c) in locked proprietary safe
  - d) in transit to or from any bank or postal office
  - e) in a bank night safe until removed by a bank official
  - f) in the private dwelling of the **INSURED** or Partner or Director or **EMPLOYEE** of the **INSURED**
- 2 **DAMAGE** to safes postal franking machines or tills the property of the **INSURED** or for which they are responsible caused by **THEFT** or any attempt thereat provided that the **INSURERS** liability shall not exceed £500 in respect of any one occurrence
- 3 **DAMAGE** to the clothing and personal effects of the **INSURED** or partner director or **EMPLOYEE** of the **INSURED** consequent upon robbery or hold up whilst in charge of **MONEY** provided that the **INSURERS** liability shall not exceed £500 in respect of any one occurrence
- 4 **DAMAGE** to security cases bags belts and waistcoats used to carry **MONEY** consequent upon robbery or hold-up provided that the **INSURERS** liability shall not exceed £500 in respect of any one occurrence.
- 5 **DAMAGE** to **NON-NEGOTIABLE MONEY** up to a limit of liability any one loss of £250,000 unless otherwise stated in the **SCHEDULE**

The **INSURERS** will indemnify the **INSURED** against such **DAMAGE** provided that:

- a) the liability of the **INSURERS** for any one loss shall not exceed the Limits of Liability stated in the **SCHEDULE**
- b) loss of **MONEY** by theft involves:
  - i) entry to or exit from the building by forcible and violent means
  - ii) assault or violence or threat of assault or violence to the **INSURED** or Partner or Director or **EMPLOYEE** of the **INSURED** or any other person lawfully in the building

## CONDITIONS

### 1 SECURITY PROTECTIONS

It shall be a condition precedent to any liability of the **INSURERS** to make any payment under this Section in respect of **THEFT** or any attempt thereat that:

- a) all protections under the **INSURED**'s control and existing at inception of this insurance or subsequently fitted to comply with the **INSURERS** requirements are kept in force and maintained throughout the currency of this insurance and are not varied or removed without the written consent of the **INSURERS** and the protections are in full use when the **PREMISES** are closed for **BUSINESS** or are left unattended

- b) all keys and duplicate keys of safes and strongrooms (and of all intruder alarm systems if any) are:
  - i) removed when the **PREMISES** are closed for **BUSINESS** or are left unattended
  - ii) kept in a secure place not in the vicinity of safes or strongrooms or intruder alarm systems controls when the **PREMISES** are occupied by the **INSURED** or any authorised **EMPLOYEE** of the **INSURED**.
- c) the drawer of any cash register or till is emptied of **MONEY** at the close of **BUSINESS** each day and such drawer is left open outside **BUSINESS HOURS**

2 **NEGOTIABLE MONEY TRANSITS**

It is a condition precedent to the liability of the **INSURERS** to make any payment under this Section in respect of **DAMAGE** to **NEGOTIABLE MONEY** in transit

- i) that where **NEGOTIABLE MONEY** in transit exceeds £2,000 it must be accompanied by at least two able bodied adults
- ii) that where **NEGOTIABLE MONEY** in transit exceeds £4,000 it must be accompanied by at least three able bodied adults
- iii) that where **NEGOTIABLE MONEY** in transit exceeds £7,500 it must be carried by a professional security company.

3 **MONEY TRANSITS RECORD**

It shall be a condition precedent to any liability of the **INSURERS** to make any payment under this Section that a daily record be kept of the **MONEY** in Transit and on the **PREMISES** and that such record shall be deposited in a secure place other than in safes containing the **MONEY**.

**EXCLUSIONS**

**INSURERS** shall not be liable to provide an indemnity in respect of

- 1. shortages due to clerical or accounting errors or omissions
- 2. loss due to fraud or dishonesty of any **EMPLOYEE**
- 3. loss from any unattended vehicle
- 4. loss of **MONEY** in the hands of roundsmen or collectors
- 5. loss of **MONEY** from gaming machines amusement machines vending machines or Automatic Teller Machines
- 6. **MONEY** belonging to the Post Office Limited
- 7. any consequential loss
- 8. loss suffered as a result of a **BUSINESS** transaction
- 9. loss of **NEGOTIABLE MONEY** in transit by post
- 10. **DAMAGE** due to use of counterfeit money
- 11. loss of **MONEY** by deception fraud or dishonesty committed with the clear intent of obtaining improper financial gain by persons other than the **INSURED** or an **EMPLOYEE**
- 12. loss of **MONEY** from an unattended unlocked vehicle

## COVER

If during the Period of Insurance the **INSURED** or any Partner Director or **EMPLOYEE** of the **INSURED** (hereinafter called the **ASSURED PERSON**) shall suffer accidental **BODILY INJURY** which shall solely or independently of any other cause result within twelve months in death or disablement and such accidental **BODILY INJURY** shall have been sustained solely and directly as a result of malicious attack or assault arising from THEFT, robbery or hold-up or any attempt thereat while such an ASSURED PERSON is engaged in the **BUSINESS** of the **INSURED** the **INSURERS** will pay compensation to the ASSURED PERSON or Legal Representatives in accordance with the TABLE OF BENEFITS set out below.

## TABLE OF BENEFITS

Benefit 1	Death	£10,000
Benefit 2	Disablement	
	a) Loss of one or more Limbs or Eyes	£10,000
	b) Permanent Total Disablement preventing the ASSURED PERSON from engaging in gainful employment of any and every kind other than by Loss of Limb(s) or Eye(s)	£10,000
	c) Temporary Total Disablement preventing the ASSURED PERSON from engaging in their usual occupation for a maximum of 104 weeks	Normal weekly wage or salary up to £100 per week

## EXCLUSIONS

The **INSURERS** shall not be liable to provide compensation to the ASSURED PERSON in respect of

- a) **BODILY INJURY** or death or disablement consequent upon or contributed to by the ASSURED PERSON suffering from any pre-existing physical or mental condition defect or infirmity
- b) **BODILY INJURY** sustained by any person before such person attains the age of 16 years or after the expiry of the Period of Insurance during which such person, attained the age of 70 years
- c) injury which is in any way brought about by or with the collusion of the **INSURED** or partner or director or **EMPLOYEE**
- d) injury which is in any way brought 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
- e) sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

## CONDITIONS

- a) No compensation shall be payable
  - i) under more than one of the Benefits 1, 2 a) and 2 b) in respect of any one ASSURED PERSON and on payment of a claim under any one of these benefits all further liability under this Section for that ASSURED PERSON shall cease
  - ii) under Benefit 2 c) until the termination of the disablement or 104 weeks whichever is the sooner except by special agreement of **INSURERS** and any sum paid under Benefit 2 c) shall be deducted from any sum becoming payable under Benefit 1, 2 a) or 2 b) in respect of the same injury
- b) Permanent Total Disablement shall have lasted for 104 weeks before Benefit 2 b) becomes payable
- c) All certificates information and evidence required by the **INSURERS** shall be supplied free from expense to and in the form prescribed by the **INSURERS** and the ASSURED PERSON shall as often as required submit to medical examination on behalf of and at the expense of the **INSURERS** in connection with any claim In the case of death of an ASSURED PERSON the **INSURERS** shall be entitled to have a post-mortem examination at its own expense
- d) the **INSURERS** shall not be affected by notice of any trust charge lien or assignment or any other dealing and the receipt of the **INSURED** or any of the **INSURED**'s personal legal representatives for any compensation payable shall in all cases be effectual discharge by **INSURERS**
- e) No Benefit shall be payable until the entire amount thereof has been ascertained and agreed
- f) Benefit shall only be payable provided Death or Loss occurs or Disablement commences within twenty four months of the date of **BODILY INJURY**.

## DEFINITIONS

### INSURED PROPERTY

Goods pertaining to the **BUSINESS** belonging to the **INSURED** or in their custody or control and for which the **INSURED** is responsible but excluding property more specifically insured.

### TRANSIT

The carriage of the **INSURED PROPERTY** by the Means of Transit as specified in the **SCHEDULE** for which a Limit of Liability is given in the **SCHEDULE**

### GEOGRAPHICAL LIMITS

**TERRITORIAL LIMITS** including **TRANSITS** in between.

### VEHICLE(S)

Any mechanically driven conveyance(s) including trailer(s) owned or operated by the **INSURED** as specified on the **SCHEDULE**.

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

## COVER

The **INSURERS** will indemnify the **INSURED** for **DAMAGE** to the **INSURED PROPERTY** by any cause not otherwise excluded whilst in course of **TRANSIT** or during loading and unloading in connection with the **INSURED'S BUSINESS** anywhere within the **GEOGRAPHICAL LIMITS** during the Period of Insurance. The **INSURERS** liability for any one loss or series of losses arising out of one event shall not exceed the applicable Limits of Liability stated in the **SCHEDULE**.

## EXCLUSIONS

The **INSURERS** shall not be liable to provide an indemnity in respect of:

- 1 **DAMAGE** caused by or arising from or consisting of:
  - a) latent defects, inherent vice, wear, tear, gradual deterioration, contamination, depreciation, scratching, marring, rubbing, bruising and/or denting, moth, vermin or insects]
  - b) electrical and/or mechanical derangement caused by its own faulty or defective design or materials
  - c) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness or other atmospheric conditions
  - d) frost or freezing or climate conditions
  - e) faulty packing loading or stowing or wrongful delivery
  - f) variation in temperature loss of refrigerant or controlled atmosphere unless following an accident to the conveying vehicle
  - g) **POLLUTION OR CONTAMINATION**
- 2 loss arising from the dishonesty of any **EMPLOYEE** of the **INSURED**
- 3 **DAMAGE** caused by **THEFT** or attempt thereat:
  - a) from any **VEHICLE** being used by the **INSURED** or any **EMPLOYEE** of the **INSURED** when such **VEHICLE** is left unattended unless the **INSURED PROPERTY** is held within an enclosed **VEHICLE** compartment of steel or rigid material construction which is locked at all points of access and any security devices set to operate
  - b) from any **VEHICLE** between 18.00 hours and 06.00 hours unless such **VEHICLE** is contained in a securely locked building or a securely locked and completely enclosed yard or manned or patrolled vehicle park.
- 4 **DAMAGE** to
  - a) jewellery, clocks, watches, precious metals, precious stones or articles composed of them, furs, livestock, works of art, pictures, paintings, antiques, glass, china, earthenware or guns, ammunition, fireworks, explosives or other dangerous goods
  - b) money bullion securities stamps documents manuscripts **BUSINESS** books patterns models moulds plans or designs
  - c) property in open topped or open sided **VEHICLES** or trailers other than by fire collision or overturning of the **VEHICLE**
  - d) any property entrusted to the **INSURED** under a contract for transport or storage unless specifically stated as insured by this Section
- 5 delay loss of market or consequential loss of any kind

- 6 loss or waste due to leakage shortage in weight or splitting unless arising from fire theft or accident to the conveying **VEHICLES**
- 7 **DAMAGE to INSURED PROPERTY**
- a) off loaded and waiting transshipment unless housed in securely locked **PREMISES**
  - b) in or on any parked **VEHICLE(S)** or trailer hours unless such **VEHICLE(S)** or trailer(s) is/are parked in a fully enclosed yard or compound which is securely locked and under constant surveillance
  - c) at the **INSURED's** own **PREMISES** when such **PREMISES** are closed for **BUSINESS**
  - d) in a mobile shop
  - e) at carriers **PREMISES** under a contract for storage.

## CONDITIONS

- 1 **DUTY OF THE INSURED**  
It shall be a condition precedent to any liability of **INSURERS** to make any payment under this Section that the **INSURED** shall ensure that all **INSURED PROPERTY** is securely packed and correctly and fully addressed and properly protected against climatic conditions and shall take all other reasonable measures to protect from loss or **DAMAGE** and to maintain **VEHICLES** in efficient and road worthy condition.
- 2 **CLAIMS**  
It shall be a condition precedent to any liability of the **INSURERS** to make any payment under this Section that the **INSURED** shall
- a) take all practicable steps for the recovery of any **INSURED PROPERTY** lost or for minimising the **DAMAGE** thereto
  - b) in the case of **DAMAGE** by theft give immediate notice to the Police.
- 3 **INSURERS RIGHTS AFTER A LOSS**  
The **INSURERS** shall be entitled on the happening of **DAMAGE** to any **INSURED PROPERTY** insured hereunder to take and keep possession of the **INSURED PROPERTY** and to deal with the salvage in a reasonable manner and this Section shall be proof of leave and licence for such purpose.  
No **INSURED PROPERTY** shall be abandoned to the **INSURERS**
- 4 **ADDITIONAL PROTECTIONS**  
It is a condition precedent to any liability of the **INSURERS** to make any payment in respect of **DAMAGE** caused by **THEFT** or attempt thereof that devices installed for the security of the vehicle at the inception of this insurance or subsequently fitted to comply with the **INSURERS** requirements are fully deployed and that the **INSURED** shall ensure that all doors be locked and windows and other openings closed and securely fastened whenever any **VEHICLE(S)** is/are left unattended and that any alarm or immobiliser system be engaged and such alarm or immobiliser shall be serviced and maintained by a qualified person and no alterations to the system shall be made without the approval of the **INSURERS**.
- 5 **BASIS OF SETTLEMENT**  
The basis of settlement shall be the cost price of the **INSURED PROPERTY**.

## DEFINITIONS

### REFRIGERATION MACHINERY

chilled food cabinet, refrigeration unit, frozen food cabinet, deep freeze, cold room or cold store.

### REFRIGERATED STOCK

Stock and materials in trade the property of the **INSURED** or held by them in trust or on commission contained in the **REFRIGERATION MACHINERY**.

## COVER

The **INSURERS** will indemnify the **INSURED** against **DAMAGE** to **STOCK** whilst contained in any **REFRIGERATION MACHINERY** by deterioration or putrefaction resulting from a rise or fall in temperature as a result of:

- a) mechanical or electrical breakdown of **REFRIGERATION MACHINERY**
- b) accidental failure of the public supply of electricity or gas
- c) accidental escape or leakage of refrigerant or refrigerant fumes.

## EXCLUSIONS

the **INSURERS** shall not be liable to provide any indemnity in respect of Consequential loss of any kind or **DAMAGE** caused by or arising from:

- a) the failure of **REFRIGERATION MACHINERY** which is over 10 years old
- b) the failure of **REFRIGERATION MACHINERY** where the **INSURED** does not have in force a manufacturer's guarantee or warranty or a maintenance and service agreement with a competent refrigeration engineer
- c) the wilful act or neglect of the **INSURED** any Partner, Director or **EMPLOYEE** or their families
- d) wear and tear, inherent vice, latent defect, deterioration, gradually developing flaws or defects in the **REFRIGERATION MACHINERY** or incorrect setting of thermostats or automatic control.
- e) the deliberate act of any supply authority

## CONDITIONS

The basis of claims settlement shall be the cost price of the **STOCK** provided that the **INSURERS** liability arising out of any one occurrence shall not exceed the amount shown in the **SCHEDULE** (maximum liability in respect of any one **REFRIGERATION MACHINERY** unit is £1,000)

## 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)

## DEFINITIONS

### BUSINESS

As defined in the **SCHEDULE** and for the purposes of this Section only including

- a) the provision and management of canteen, social sports, educational, medical, dental and welfare organisations for the benefit of the **INSURED's EMPLOYEES**
- b) first aid, fire and ambulance services and private work carried out by any **EMPLOYEE** with the consent of the **INSURED** or any director partner or senior official of the **INSURED**
- c) the ownership, maintenance, repair and decoration of the **INSURED's PREMISES**.

### DAMAGES

All sums which the **INSURED** shall be legally liable to pay as damages whether by judgement award or settlement provided that

- a) any settlement is first consented to in writing by the **INSURERS**,
- b) damages expressly excludes payment of punitive exemplary or aggravated damages.

### COSTS AND EXPENSES

- a) claimants costs and expenses
- b) all legal costs and expenses incurred with **INSURERS** written consent in defence of any claims which may be the Subject of indemnity under this Section including
  - i) representation at any Coroners Inquest or Fatal Accident Inquiry
  - ii) proceedings in any Court of Summary Jurisdiction or on indictment in any higher court arising out of breach or alleged breach of statutory duty
- c) costs and expenses (other than any fine or penalty or prosecution costs) incurred with **INSURERS** written consent in respect of the defence of
  - i) the **INSURED**
  - ii) at the **INSURED's** request any director or partner or **EMPLOYEE** of the **INSURED** 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

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **BUSINESS**

### OFFSHORE

means as from the time when the **INSURED** 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

### COVER

In the event of any **EMPLOYEE** sustaining **BODILY INJURY** caused during the Period of Insurance and arising out of or in the course of employment by the **INSURED** in the **BUSINESS** within:

- a) the **TERRITORIAL LIMITS**
- b) elsewhere in the world where Directors, Partners or **EMPLOYEES** of the **INSURED** who are ordinarily resident in a) above and are on a temporary visit not exceeding 6 months duration for the purpose of non-manual work on the **BUSINESS** of the **INSURED** provided that:
  - i) any action for damages is brought in the exclusive jurisdiction of the English Courts. Where an **EMPLOYEE** is resident in the Channel Islands or the Isle of Man then it may be agreed that the relevant jurisdiction relates to the residence of the **EMPLOYEE**.
  - ii) **INSURERS** shall not be liable to indemnify the **INSURED** in respect of any amount payable under Workmen's Compensation Social Security or health insurance legislation

**INSURERS** will indemnify the **INSURED** in respect of all sums which the **INSURED** is legally liable to pay as **DAMAGES** for such **BODILY INJURY** arising out of such event and **COSTS AND EXPENSES**.

## LIMIT OF INDEMNITY

The limit of liability under this Section shall be as stated in the **SCHEDULE** including **COSTS AND EXPENSES** in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of any one cause.

Where the **INSURERS** agree to indemnify more than one party then nothing in this **POLICY** shall increase the **INSURERS** Liability to pay any amount in respect of one claim or series of claims in excess of the amount stated in the **SCHEDULE**.

The Employers Liability indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **EMPLOYEES** within the **TERRITORIAL LIMITS**

However 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

## EXCLUSIONS

**INSURERS** shall not be liable to provide an indemnity in respect of:

- 1        **OFFSHORE**  
Liability arising out of any work undertaken and/or visit **OFFSHORE**
  
- 2        **ASBESTOS**  
any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos
  
- 3        **VEHICLE PASSENGERS**  
any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.
  
- 4        **RADIOACTIVE CONTAMINATION**  
liability of whatsoever nature 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,in circumstances where the **INSURED** have agreed to pay damages and costs for the **BODILY INJURY**
  - i)        on behalf of a principal for whom the **INSURED** are working
  - ii)       otherwise solely under any contract or agreement.

## CONDITIONS and/or EXTENSIONS

### 1 CLAIMS SETTLEMENT

The **INSURERS** shall be entitled at any time to pay the LIMIT OF INDEMNITY applicable to Section H (Employers' Liability) as specified in the **SCHEDULE** to this **POLICY** (after deduction of any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and on such payment **INSURERS** shall relinquish conduct and control of the defence to such claim(s) to the **INSURED** and shall be under no further liability except for payment of **COSTS AND EXPENSES** incurred prior to the date of such payment.

### 2 CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPALS

Where any contract or agreement entered into with any Principal so requires this **POLICY** will indemnify the Principal within the terms of the **POLICY** for any claim resulting from **BODILY INJURY** where such **BODILY INJURY** occurs during the currency of the **POLICY** and arises out of, in the course of or by reason of the carrying out by the **INSURED** and/or their subcontractors of work for which an indemnity is provided by the **POLICY** provided that:

- a) the **INSURED** shall have arranged with the Principal for the conduct and control of all claims to be vested in **INSURERS**
- b) the Principal shall as though they were the **INSURED** observe fulfil and be subject to the terms of this **POLICY** in so far as they can apply.

### 3 UNSATISFIED COURT JUDGMENTS

In the event of a judgment for damages being obtained:

- a) by any **EMPLOYEE** or the personal representatives of any **EMPLOYEE** in respect of **BODILY INJURY** to the **EMPLOYEE** caused during the Period of Insurance and arising out of and in the course of employment by the **INSURED** in the **BUSINESS** against any company or individual operating from **PREMISES** within Great Britain, Northern Ireland and the Channel Islands or the Isle of Man in any court situated in the aforementioned territories and
- b) remaining unsatisfied in whole or in part six months after the date of such judgment

the **INSURERS** will pay to the **EMPLOYEE** or the personal representatives of the **EMPLOYEE** at the request of the **INSURED** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- i) there is no appeal
- ii) this extension shall only apply to judgments made in a Court of Law outside North America,
- iii) if any payment is made hereunder the **EMPLOYEE** or the personal representatives of the **EMPLOYEE** shall assign the judgement to **INSURERS**.

**BUSINESS**

As defined in the **SCHEDULE** and for the purposes of this Section only including

- 1 the provision and management of canteen, social sports, educational, medical, dental and welfare organisations for the benefit of the **INSURED'S EMPLOYEES**
- 2 first aid, fire and ambulance services and private work carried out by any **EMPLOYEE** with the consent of the **INSURED** for any director, partner or senior official of the **INSURED**
- 3 the ownership, maintenance, repair and decoration of the **INSURED'S PREMISES**

**DAMAGES**

All sums which the **INSURED** shall be legally liable to pay as damages whether by judgement award or settlement provided that

- a) any settlement is first consented to in writing by the **INSURERS**,
- b) damages expressly excludes payment of punitive exemplary or aggravated damages.

**COSTS AND EXPENSES**

- a) claimants costs and expenses
- b) all legal costs and expenses incurred with **INSURERS** written consent in defence of any claims which may be the subject of indemnity under this Section including
  - i) representation at any Coroners Inquest or Fatal Accident Inquiry
  - ii) proceedings in any Court of Summary Jurisdiction or on indictment in any higher court arising out of breach or alleged breach of statutory duty
- c) costs and expenses (other than any fine or penalty or prosecution costs) incurred with **INSURERS** written consent in respect of the defence of
  - i) the **INSURED**
  - ii) at the **INSURED'S** request any director or partner or **EMPLOYEE** of the **INSURED**

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

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **BUSINESS**

**PRODUCT(S) SUPPLIED**

Any goods, commodity or thing (including any containers packaging or labelling) manufactured, sold, supplied, installed, repaired, serviced, tested, processed, hired out, stored, transported, or delivered by or on behalf of the **INSURED** in connection with the **BUSINESS**.

**OFFSHORE**

means as from the time when the **INSURED** 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

## Sub-Section A – Public Liability

### COVER

In the event of accidental **BODILY INJURY** to any person or accidental **DAMAGE** to material property or accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way or wrongful arrest or false imprisonment happening during the Period of Insurance in connection with the **BUSINESS** within:

- a) the **TERRITORIAL LIMITS**
- b) elsewhere in the world in respect of commercial visits not exceeding 6 months duration by Directors or non-manual **EMPLOYEES** normally resident in the territories stated in a) above

the **INSURERS** will indemnify the **INSURED** against liability at law for **DAMAGES** and claimants **COSTS AND EXPENSES**

### LIMIT OF INDEMNITY

The liability of the **INSURERS** for **DAMAGES** and claimants costs and expenses in respect of any one occurrence or series of occurrences arising out of any one cause shall not in the aggregate exceed the Limit of Indemnity as stated in the **SCHEDULE** to this **POLICY**.

But in respect of claims arising from pollution or contamination of **BUILDINGS** or other structures or of water or land or the atmosphere and all **BODILY INJURY** or accidental **DAMAGE** to material property directly or indirectly caused by pollution or contamination the amount stated in the Schedule shall be the maximum amount payable including interest thereon in the aggregate during any one Period of Insurance.

**EXCLUSIONS applicable to sub-section A - Public Liability**

The **INSURERS** shall not be liable to provide an indemnity in respect of:

- 1 **BODILY INJURY TO EMPLOYEES**  
**BODILY INJURY** sustained by any **EMPLOYEE** while employed or engaged by the **INSURED** and arising out of and in the course of their employment or engagement by the **INSURED**.
- 2 **PROPERTY IN INSURED'S CUSTODY OR CONTROL**  
**DAMAGE** to property belonging to the **INSURED** or held in trust by or borrowed, rented, leased or hired for use by the **INSURED** or, any **EMPLOYEE** of the **INSURED** or being that part of any property on which the **INSURED** or his **EMPLOYEES** have been working if the **DAMAGE** arises from such work other than:
  - a) the personal effects of Directors, Partners, visitors or **EMPLOYEES**
  - b) any **BUILDINGS** (including their contents) which are not owned or tenanted by the **INSURED** at which the **INSURED** is temporarily undertaking work in connection with the **BUSINESS**
  - c) **PREMISES** leased or rented to the **INSURED** provided that
    - i) liability for such **DAMAGE** is not assumed by the **INSURED** under agreement which would not have attached in the absence of such agreement
    - ii) the first £250 of **DAMAGE** unless due to fire or explosion or otherwise stated.
- 3 **VEHICLES AND CRAFT**  
the ownership possession or use by or on behalf of the **INSURED** of
  - a) any craft designed to travel in on or through water air or space (other than hand propelled watercraft)
  - b) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) or trailer attached thereto unless **BODILY INJURY** or **DAMAGE** arises in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the **INSURED** is not entitled to indemnity by any other insurance.
- 4 **PRODUCTS LIABILITY**  
any liability caused by or arising from any **PRODUCT(S) SUPPLIED** and no longer in the possession custody or control of the **INSURED** or any **EMPLOYEE** other than food or drink sold or supplied for consumption on the **INSURED's PREMISES**.
- 5 **PROFESSIONAL RISKS**  
any liability caused by or arising from advice treatment (other than medical first aid treatment) design or specification provided by or on behalf of the **INSURED** for a fee.
- 6 **CONTRACTUAL LIABILITY**  
any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 7 **PENALTIES AND DAMAGES**  
any liability in respect of fines penalties multiple punitive exemplary or liquidated damages
- 8 **WORK ON AIRCRAFT**  
any claim arising from work in or on or in connection with any aircraft or other aerial device or the airside portion of any airport or any hovercraft or watercraft (other than hand propelled watercraft).
- 9 **MANUAL WORK AWAY**  
Manual work away from the **PREMISES** other than collection and delivery.
- 10 **OFFSHORE**  
Liability arising out of any work undertaken and/or visit **OFFSHORE**

**CONDITIONS and/or EXTENSIONS applicable to sub-section A - Public Liability**

**1 DEFECTIVE PREMISES ACT 1972**

The indemnity applicable to Section I1 (Public Liability) shall extend to apply in respect of legal liabilities incurred by the **INSURED** arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with **PREMISES** to include any **PREMISES** previously owned or occupied by the **INSURED** which have since been disposed of by the **INSURED** provided that the **INSURERS** shall not provide indemnity against liability

- a) for the cost of remedying any defect or alleged defect in the **PREMISES** disposed of
- b) if the **INSURED** is entitled to indemnity by any other insurance or would be but for this Extension
- c) in respect of any such **BODILY INJURY** or **DAMAGE** happening prior to such disposal.

**2 MOTOR CONTINGENT LIABILITY**

Notwithstanding Exclusion 4(b) the **INSURERS** will indemnify the **INSURED** named in the **SCHEDULE** and no other in respect of liability for **BODILY INJURY** or **DAMAGE** caused by or arising from through or in connection with any motor vehicle or trailer attached thereto (not belonging to or provided by the **INSURED**) being used in the course of the **BUSINESS** provided that the **INSURERS** shall not provide indemnity against liability :

- a) for **DAMAGE** to any such vehicle or trailer
- b) for any claim arising whilst the vehicle or trailer is:
  - i) engaged in racing pace-making reliability trials or speed testing
  - ii) being driven by the **INSURED**
  - iii) being driven with the consent of the **INSURED** or their representative by any person who to the knowledge of the **INSURED** or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - iv) used elsewhere than within the **TERRITORIAL LIMITS**
- c) more specifically insured under any other insurance.

**3 CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPALS**

Where any contract or agreement entered into with any Principal so requires this **POLICY** will indemnify the Principal within the terms of the **POLICY** for any claim resulting from **BODILY INJURY** or **DAMAGE** where such **BODILY INJURY** or **DAMAGE** occurs during the Period of insurance and arises out of in the course of or by reason of the carrying out by the **INSURED** and/or their subcontractors of work for which an indemnity is provided by the **POLICY** provided that:

- a) the **INSURED** shall have arranged with the Principal for the conduct and control of all claims to be vested in **INSURERS**
- b) the Principal shall as though they were the **INSURED** observe fulfil and be subject to the terms of this **POLICY** in so far as they can apply.

**4 DAMAGE TO LEASED AND RENTED PREMISES**

The **INSURERS** will subject to the terms conditions and exclusions of this **POLICY** indemnify the **INSURED** against liability for **DAMAGE** to **PREMISES** (or fixtures and fittings thereof) leased or rented to the **INSURED** provided that the indemnity shall not apply in respect of liability for:

- a) **DAMAGE** if the liability is assumed by the **INSURED** under a tenancy or other agreement and would not have attached in the absence of such agreement
- b) **DAMAGE** exceeding £10,000
- c) the first £250 of such **DAMAGE** caused otherwise than by fire or explosion or otherwise stated.



5 DATA PROTECTION ACT 1998

The **INSURERS** will indemnify the **INSURED** and if the **INSURED** so requires any **EMPLOYEE** in respect of their liability under the Data Protection Act 1998 to pay

- a) compensation in respect of damage or distress under section 13 of Part II of the Act including defence costs and expenses,
- b) defence costs in relation to a prosecution brought under section 21 of Part III of the Act, in relation to a claim made by any person except an **EMPLOYEE**, provided that
  - i) the **INSURED** has registered in accordance with the terms of the Act,
  - ii) a claim is first made against the **INSURED** during the Period of Insurance,
  - iii) this extension shall not apply in respect of
    - I) the payment of fines or penalties
    - II) the cost of replacing, reinstating, rectifying or erasing any personal data,
    - III) liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this section the effect of which will knowingly result in liability under the Act,
    - IV) claims which arise out of circumstances notified to previous **INSURERS** or known to the **INSURED** at inception of this section,
    - V) any amount including **COSTS AND EXPENSES** exceeding the LIMIT OF INDEMNITY,
    - VI) liability for which indemnity is provided under any other insurance,
  - iv) in respect of each and every claim under this extension the **INSURERS** shall not be liable for ten per cent of the cost of the claim or the first £500 whichever is the greater.

The cover and exceptions will apply to compensation and legal costs and expenses recoverable under similar clauses in the Data Protection Act 1984.

## Sub-Section B – Products Liability

### COVER

In the event of accidental **BODILY INJURY** to any person or accidental **DAMAGE** to material property occurring anywhere in the world during the Period of Insurance and caused by any **PRODUCT SUPPLIED INSURERS** will indemnify the **INSURED** in respect of **DAMAGES** arising out of such event and **COSTS AND EXPENSES**.

### LIMIT OF INDEMNITY

The liability of the **INSURERS** for **DAMAGES** and claimants costs and expenses occurring during any one Period of Insurance shall not in the aggregate exceed the LIMIT OF INDEMNITY as stated in the **SCHEDULE** to this **POLICY**.

### EXCLUSIONS applicable to Sub-Section B Products Liability

The **INSURERS** shall not be liable to provide an indemnity in respect of:

- 1 **JURISDICTION**  
any liability unless the action for **DAMAGES** against the **INSURED** is brought in the exclusive jurisdiction of the English Courts. Where an **EMPLOYEE** is resident in the Channel Islands or the Isle of Man then it may be agreed that the relevant jurisdiction relates to the residence of the **EMPLOYEE**.
- 2 **BODILY INJURY TO EMPLOYEES**  
**BODILY INJURY** sustained by any **EMPLOYEE** of the **INSURED** whilst employed or engaged by the **INSURED** and arising out of and in the course of their employment or engagement by the **INSURED**.
- 3 **PROFESSIONAL RISKS**  
any liability caused by or arising from advice treatment design or specification provided by or on behalf of the **INSURED** for a fee.
- 4 **DESIGN RISKS**  
any liability arising directly or indirectly from the design plan formula or specification of any goods or instructions advice or information on the characteristics use storage or application of any goods.
- 5 **REFUND OF PAYMENT**  
the making of any refund wholly or in part of the payment received for the goods.
- 6 **UNITED STATES OF AMERICA/CANADA**  
any liability caused by or arising from any **PRODUCT SUPPLIED** for use in or supply to the United States of America or Canada unless the **INSURED** can demonstrate to the satisfaction of the **INSURERS** that they did not know and could not reasonably have been expected to know the destination of such **PRODUCT SUPPLIED**.
- 7 **REPAIR REPLACEMENT AND RECALL RISKS**  
**DAMAGE** to or the cost or expenses of recalling repairing replacing altering removing or making any refund in respect of any **PRODUCT SUPPLIED** arising from a defect in or the harmful nature of such product or an error or fault in connection with the sale supply packaging or presentation of such product.
- 8 **CRAFT/RIGS/NUCLEAR INSTALLATIONS**  
any liability caused by or arising from any **PRODUCT SUPPLIED** which is for use in or on aircraft or any other aerial or aerospace device hovercraft or watercraft or onshore or offshore oil or gas rigs platforms or nuclear installation unless the **INSURED** can demonstrate to the satisfaction of **INSURERS** that they did not know and could not reasonably have been expected to know the destination of such **PRODUCTS SUPPLIED**.
- 9 **DRUGS/PHARMACEUTICALS**  
any liability caused by or arising from any **PRODUCT SUPPLIED** which is for the use in or in connection with the manufacture sale or supply of drugs pharmaceutical medicines animal feeds insecticides or pesticides.

- 10      **CONTRACTUAL LIABILITY**  
any liability caused by or arising directly or indirectly from:
- a)      any **PRODUCT SUPPLIED** in respect of which liability attaches to the **INSURED** by virtue of an agreement but which would not have attached in the absence of such agreement
  - b)      goods or services purchased or otherwise obtained by the **INSURED** on terms which prevent the **INSURED** exercising their rights of recovery under the ordinary process of law against their supplier vendor or any other party.
- 11      **PROPERTY OF THE INSURED**  
**DAMAGE** to Property belonging to or in the custody or control of the **INSURED**.
- 12      **PENALTIES AND DAMAGES**  
any liability in respect of fines penalties multiple punitive exemplary or liquidated damages

**EXCLUSIONS applicable to Sub Sections I – Sub Sections A and B – Public & Products Liability**

- 1        **NUCLEAR RISKS**  
Any liability of whatsoever nature 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.
  
- 2        **DATA PROTECTION ACT 1998**  
Any liability incurred under the Data Protection Act 1998 or similar legislation outside the Economic Union countries.
  
- 3        **POLLUTION OR CONTAMINATION** Any liability in respect of:
  - a)        pollution or contamination of **BUILDINGS** or other structures or of water or land or the atmosphere and
  - b)        **DAMAGE** or **BODILY INJURY** directly or indirectly caused by such pollution or contamination other than Liability in respect of
    - i)        pollution or contamination of **BUILDINGS** or other structures or water or land or the atmosphere and
    - ii)       **DAMAGE** or **BODILY INJURY** directly or indirectly caused by such pollution or contamination, caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

but in no event shall this **POLICY** cover any liability in respect of **POLLUTION** or **CONTAMINATION** in the United States of America or Canada
  
- 4        **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 miming 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.

**CONDITIONS and/or EXTENSIONS applicable to Sub Sections I – Sub Sections A and B**

**1 CLAIMS SETTLEMENT**

The **INSURERS** shall be entitled at any time to pay the **LIMIT OF INDEMNITY** described in Section I (after deduction of any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and on such payment **INSURERS** shall relinquish conduct and control of the defence of such claim(s) and be under no further liability except for payment of **COSTS AND EXPENSES** incurred prior to the date of such payment.

**2 CROSS LIABILITIES**

The **INSURERS** will indemnify each **INSURED** to whom this **POLICY** applies in the same manner and to the same extent as if a separate **POLICY** had been issued to each provided that:

- a) the total amount of **DAMAGES** payable shall not exceed **LIMIT OF INDEMNITY** regardless of the number of persons claiming to be indemnified
- b) The **INSURERS** shall not indemnify the **INSURED** against liability for which an indemnity is or would be granted under any Employers Liability Insurance but for the existence of this **POLICY**.

**3 CONSUMER PROTECTION ACT - LEGAL DEFENCE COSTS**

The **INSURERS** will indemnify the **INSURED** or at the request of the **INSURED** any Director or **EMPLOYEE** of the **INSURED** against **LEGAL COSTS** and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including **COSTS AND EXPENSES** incurred with the consent of the **INSURERS** in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the **INSURED's BUSINESS**
- b) this extension shall apply only to proceedings brought in the exclusive jurisdiction of the English Courts
- c) the **INSURERS** shall not be liable under this extension:
  - i) where the **INSURED** or any Director or any **EMPLOYEE** of the **INSURED** is insured by any other **POLICY** of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the **INSURED** or any Director or any **EMPLOYEE** of the **INSURED**
  - iii) in respect of **COSTS AND EXPENSES** which the **INSURED** or any Director or any **EMPLOYEE** of the **INSURED** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the **INSURED** any Director or any **EMPLOYEE** of the **INSURED**
  - iv) in respect of fines or penalties
  - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
  - vi) unless the **INSURERS** have the sole conduct and control of all claims
- d) the **INSURED** or any Director or any **EMPLOYEE** of the **INSURED** shall give to the **INSURERS** immediate notice of any summons or other process served upon the **INSURED** or any Director or any **EMPLOYEE** of the **INSURED** and of any event that may give rise to proceedings against the **INSURED** or any Director or any **EMPLOYEE** of the **INSURED**.

**COVER**

In the event of **DAMAGE** to the Property Insured described in the **SCHEDULE** within the **TERRITORIAL LIMITS** occurring during the Period of Insurance the **INSURERS** will indemnify the **INSURED** against such **DAMAGE**

**EXCLUSIONS**

The **INSURERS** shall not be liable to provide an indemnity in respect of:

- 1 any property more specifically insured elsewhere
- 2 consequential loss of any kind or description
- 3 **DAMAGE** caused by or consisting of or occasioned by:
  - a) inherent vice or weakness latent defect gradual deterioration wear and tear, faulty or defective workmanship or design, operational error or omission by the **INSURED** or any Director, Partner or **EMPLOYEE** of the **INSURED**.
  - b)
    - i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness or other atmospheric conditions or otherwise marring scratching or abrasion
    - ii) frost or freezing or climate conditions
    - iii) change of temperature colour flavour texture or finish
    - iv) vermin or insects
    - v) nipple or joint leakage the failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
    - vi) an items own mechanical or electrical breakdown or derangement over running short circuiting self heating or self ignition  
But this shall not exclude
      - A) such **DAMAGE** which itself results from any other accidental cause which is not otherwise excluded
      - B) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
  - c)
    - i) disappearance unexplained or inventory shortage misfiling or misplacing information
    - ii) wind rain hail sleet snow flood or dust to moveable property in the open or in open sided **BUILDINGS** or outbuildings
    - iii) any property undergoing any process of production packing treatment testing commissioning servicing cleaning dyeing maintenance repair or restoration
- 4 **DAMAGE** caused by or consisting of or occasioned by theft or any attempt thereat:
  - a) from any unattended vehicle
    - i) between the hours of 18.00 hours and 06.00 hours
    - ii) at all other times unless the property is held within the enclosed vehicle compartment of steel or rigid material construction which has been left fully closed and locked and all keys removed and any security devices correctly set to operate
  - b) of any property in the open or in open sided **BUILDINGS** or outbuildings
  - c) from any building unless involving entry to or exit from such building by forcible and violent means or any attempt thereat
  - d) occasioned by any person lawfully on the **PREMISES** or directly or indirectly caused by any member of the **INSURED's** family or of their **BUSINESS** or any occupant of the **PREMISES**
- 5 **DAMAGE** caused to
  - a) jewellery precious stones precious metals bullion furs curiosities works of art or rare books guns and ammunition
  - b) glass (except lenses contained in Items insured by this Section) china earthenware marble or other fragile or brittle objects
  - c) computer and ancillary equipment including the value of software
  - d) money cheques stamps bonds credit cards or securities of any description
  - e) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - f) livestock
 unless specifically stated as insured under the **SCHEDULE**.
- 6 **DAMAGE** caused by **VIRUS OR SIMILAR MECHANISM** or **DENIAL OF SERVICE ATTACK** or **HACKING**

## CONDITIONS

1 **OTHER INTEREST**

In the event of the **INSURED** having property insured under the terms of any hire purchase or similar agreement then the Interest of the owners is noted in this insurance if required by the owners

2 **SECURITY PROTECTIONS**

It shall be a condition precedent to any liability of **INSURERS** to make any payment under this Section in respect of theft or any attempt thereof that:

- a) all protections under the **INSURED**'s control and existing at inception of this insurance or subsequently fitted to comply with the **INSURERS** requirements are kept in force and maintained throughout the currency of this insurance and are not varied or removed without the written consent of the **INSURERS** and the protections are in full use when the **PREMISES** are closed for **BUSINESS** or are left unattended
- b) all keys and duplicate keys of safes and strongrooms (and of all intruder alarm systems if any)
  - i) are removed when the **PREMISES** are closed for **BUSINESS** or are left unattended and
  - ii) are kept in a secure place not in the vicinity of safes or strongrooms or intruder alarm systems controls when the **PREMISES** are occupied by the **INSURED** or any authorised **EMPLOYEE** of the **INSURED**

3 **AVERAGE**

All property Insured under this Section is separately subject to the following **AVERAGE** Condition

**Average**

If the value of the property at the time of the **DAMAGE** is greater than the Sum Insured detailed in the **SCHEDULE** the amount payable by the **INSURERS** in respect of such **DAMAGE** shall be proportionately reduced

