

NIBS

Nationwide  
Broker Services Limited

**Shopinsure**

Policy Documents

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## IMPORTANT INFORMATION ABOUT YOUR POLICY

Cover under this Policy is provided by Ironshore Europe DAC and Aspen Risk Management Limited on behalf of Aspen Insurance UK Limited (the **Insurer**) who will provide the insurance described in the Policy subject to its terms and conditions for the **Period of Insurance** stated in the Schedule and any subsequent period for which the **Insured** shall pay and the **Insurer** shall agree to accept the premium.

The Policy the Schedule and any endorsements shall be read together as one contract of Insurance between the **Insured** and the **Insurer**. Any word or expression to which a specific meaning has been given shall appear in bold type and have that meaning wherever it appears.

The **Insurer** shall rely upon the information supplied by or on behalf of the **Insured** constituting a fair presentation of the risk to be insured. It is therefore essential that following a reasonable search for all material circumstances that such circumstances are disclosed to the **Insurer** and that the Statement of Fact/Proposal and Schedule are accurate and true to the best of the **Insured's** knowledge and belief. The **Insured** is not required to sign the Statement of Fact/Proposal but should read all documentation carefully and confirm that all material circumstances have been disclosed and that the information is accurate. If the Statement of Fact/Proposal and/or Schedule are inaccurate or untrue this may affect the **Insured's** right to an indemnity under the Policy.

In the event of an error on the Statement of Fact/Proposal and/or Schedule the **Insured** should notify their Broker, Intermediary or Agent who arranged the Policy immediately to correct the error and obtain a revised Statement of Fact/Proposal and/or Schedule.

### How to Make a Claim

For 'routine notifications' during working hours call our dedicated claims line 01274 518383

For incidents requiring urgent attention outside normal working hours please telephone our nominated adjusters Vericclaim on 0345 0737187. The adjuster line is for major loss notification only and not for contractor assistance. In the event you require out of hours call out for plumbing, electrical, heating engineers or such as glazing contractors you should look for local assistance and then report the claim the following business day.

### How to Complain

If you have a complaint about your policy or the service, you have received please contact

Nationwide Broker Services Ltd,

2 Aire Valley Business Park,

Wagon Lane, Bingley, BD16 1WA

Telephone: 0127 451 8383

Fax: 0127 451 0432

E-mail: [info@nationwidebroker.co.uk](mailto:info@nationwidebroker.co.uk)

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to:

Compliance Officer

Ironshore Europe DAC

2 Shelbourne Buildings

Shelbourne Road

Ballsbridge

Dublin 4 Ireland

Telephone: +353 1 232 1989

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service.

The address is:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
United Kingdom  
Telephone: - +44 800 023 4 567 or +44 300 123 9 123  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman's Service decision is binding upon the Company but you are free to reject it without affecting your legal rights.

Financial Services Compensation Scheme

The Company is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Company cannot meet its obligations. This depends on the type of business and the circumstances of the Claim. Further information about compensation scheme arrangements is available from the FSCS.

The FSCS's contact details are:

Financial Services Compensation Scheme  
10th Floor Beaufort House  
15 St Botolph Street  
London, EC3A 7QU  
Telephone: +44 800 678 1100 or +44 20 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

## GENERAL DEFINITIONS

Applicable to all parts of this Policy where the following appear in bold

**Building(s)** – The Building or Buildings at the risk address(es) stated in the Schedule including

- a) outbuildings attached to or detached from the main Building
- b) walls gates and fences around the Buildings and belonging to them
- c) landlord's fixtures and fittings
- d) car parks yards paved areas roads pavements and footpaths

all belonging to the **Insured** or for which the **Insured** is legally responsible

**Business** – The Business specified in the Schedule conducted solely from within the **Territorial Limits** including

- a) the ownership repair and maintenance of the **Premises**
- b) the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- c) private work undertaken by the **Insured's Employees** with the consent of the **Insured** for any director partner or senior official of the **Insured**
- d) the provision and management of canteen sports social and welfare organisations by the **Insured** for the benefit of the **Insured's Employees**
- e) the sale or supply of food and drink to **Employees** or visitors

**Business Hours** – The period during which the **Premises** are actually occupied by the **Insured** and/or their **Employees** for **Business** purposes

**Computer** – All equipment including interconnected wiring fixed disks and telecommunications equipment used at the **Premises** for the storage and communication of electronically processed data and belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible but excluding

- a) mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages
- b) any equipment controlling any manufacturing process

**Computer Records** – All current and backup Computer Records excluding fixed disks and paper records of any description incorporating stored programs and information stored on them belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

**Consequential Loss** – Loss resulting from interruption or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage**.

**Contents** – The Contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including

- a) patterns models moulds plans and designs
- b) documents manuscripts and business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum of £5,000 for any one loss
- c) directors' partners' or **Employees'** personal effects clothing pedal cycles and tools unless otherwise

insured subject to a maximum of £1,000 per person for any one loss

- d) **Computers** unless insured as a specific item as shown in the Schedule

but excluding any other **Property** more specifically insured

**Damage** – Loss destruction of or damage to the **Property** insured

**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 including but not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**Domestic Contents** – comprising household goods within the Premises including audio and visual equipment clothing luggage sports equipment (excluding antiques works of art jewellery gold and silver articles watches cups trophies furs and pedal cycles) belonging to the **Insured** or their resident manager or any of their family permanently residing with them

**Employee** –

- a) Any person under a contract of service or apprenticeship with the **Insured**

Or

- b) any of the following persons whilst working for the **Insured** in connection with the **Business**
- i. any labour master or labour only subcontractor or person supplied by them
  - ii. any self-employed person providing labour only
  - iii. any trainee or person undergoing work experience
  - iv. any voluntary helper
  - v. any person who is hired to or borrowed by the **Insured**

**Excess** – The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

**Goods in Transit – Stock** in connection with the **Business** belonging to or the responsibility of the **Insured** whilst being

- a) loaded on or in a **Vehicle**
- b) carried by a **Vehicle**
- c) temporarily contained on or in a **Vehicle** whilst parked or stationary or within a secure storage location for a continuous period of no more than 48 hours
- d) unloaded off or from a **Vehicle** but excluding positioning installation commissioning or erection once it has been unloaded

**Gross Profit** – The amount by which the sum of the **Turnover** and the amount of the closing **Stock** shall exceed the sum of the amount of the opening **Stock** and the amount of the **Specified Working Expenses**

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

**Increased Cost of Working** – The additional expenditure incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that

expenditure would have taken place during the **Indemnity Period**

**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 afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**

**Injury** – Bodily injury death illness or disease

**Insured** – The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

**Insured Perils** – Those Insurable Perils which are operative as stated in the Schedule subject always to the terms conditions and exclusions applying to the Insurable Peril and of Section 1 and the Policy

**Insurer** – Ironshore Europe DAC and Aspen Risk Management Limited on behalf of Aspen Insurance UK Limited

**Intruder Alarm System** – All the component parts of the alarm and including devices used to transmit or receive signals

**Keyholder** – The **Insured** or any person or company authorised by the **Insured** who has been fully trained in the operation of the **Intruder Alarm System** including but not limited to the setting and unsetting of the system and is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** and to attend and allow access to the **Premises**

**Legal Costs** – All costs and expenses incurred with the prior written consent of the **Insurer** in addition to claimant's costs and expenses for which the **Insured** is legally liable

**Licence** – Granted under Part 3 Premises Licences of the Licensing Act 2003 or the Licensing (Scotland) Act 2005 or any subsequent amendment to the Act in respect of **Premises** which have been licensed for the sale by retail of alcohol

**Loss of Limbs or Eyes – Physical Injury** which solely and directly results in

- a) total loss or permanent and total loss of use of one or more limbs or
- b) total and irrecoverable loss of all sight in one or both eyes

**Maximum Indemnity Period** – The number of months stated in the Schedule as applying to the **Indemnity Period**

**Money** – Cash bank currency notes uncrossed cheques uncrossed postal orders and money orders unused postage stamps National Insurance stamps trading stamps luncheon vouchers lottery and other prize scratch cards utility vouchers top up cards mobile phone vouchers and International Phone Cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

**Non-Negotiable Money** – Crossed cheques crossed girocheques crossed bankers drafts crossed giro drafts crossed postal and crossed money orders national savings certificates premium bonds unexpired units in franking machines stamped national insurance cards credit card sales vouchers debit card sales vouchers VAT purchase invoices held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

**Notifiable Asbestos** – Notifiable Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of these materials that is required to be handled removed stripped out demolished transported or disposed of by a licensed contractor

**Notifiable Human Disease** – An illness sustained by any person caused by

- a) food or drink poisoning
- b) any human infectious or contagious disease
- c) an outbreak of which the competent local authority has stipulated shall be notified to them

**Offshore Installation** –

- a) Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- c) any pipe or system of pipes in the sea or tidal waters
- d) any accommodation installation for persons who work on or from the locations specified above

**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

**Period of Insurance** – the Period of Insurance as specified in the Schedule inclusive of both the Start date and Expiry Date

**Permanent Total Disablement– Physical Injury** not resulting in death or **Loss of Limbs or Eyes** which results in the permanent inability of the **Insured** or **Employee** to engage in any gainful employment

**Phishing** – any access or attempted access to data or information made by means of misrepresentation or deception

**Physical Injury** – Bodily injury by external violent and visible means sustained by the **Insured** or **Employee** in the course of the **Business** where such injury arises directly from assault during a theft or attempted theft of the **Money** and/or **Non-Negotiable Money** and/or **Property** involving forcible and violent means or an actual or threatened hold up

**Pollution or Contamination** –

- a) All **Pollution** or **Contamination** of buildings or other structures or of water or land or the atmosphere and
- b) all **Injury** loss or damage directly or indirectly caused by such Pollution or Contamination

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

**Premises** – The **Buildings** and the land inside the boundaries at the risk address stated in the Schedule

**Principal** – Any person firm company ministry or authority for whom the **Insured** is undertaking work

**Products Supplied** – Any goods or other property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the **Insured** in connection with the **Business**

**Property - Buildings Tenants' Improvements Shop Front Contents Computers Computer Records Stock Domestic Contents** and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule or the **Insurer** agrees to accept the classification under which any **Property** has been entered in the books of the **Insured**



**Rate of Gross Profit–**

*For the purpose of a new business that has not yet been trading 12 months*

The Rate of Gross Profit earned on the **Turnover** during the period between the date of commencement of the **Business** and the date of the **Damage**

*For all other businesses*

The Rate of Gross Profit earned on the **Turnover** during the financial year immediately before the date of the **Damage**

**Rent** – The money paid or payable by the **Insured** for accommodation and services provided (including service charges unless excluded by Endorsement) at the **Premises**

**Shop Front** – The windows doors frames signs external blinds and walling including **Intruder Alarm Systems** security fittings associated and electrical equipment all forming part of the **Premises**

**Safe/Strongroom** – An item being of substantial construction with key and /or combination locks and manufactured for the secure storage of **Money** or **Non-Negotiable Money**

This does not include cash boxes tills filing cabinets or any item constructed of sheet metal whether lockable or not

**Solicitors' Fees** – Solicitors' Fees for the representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 3 and 4

**Specified Working Expenses** – The total of

- a) purchases less discounts received
- b) discounts allowed
- c) carriage freight and packaging and
- d) bad debts

during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**Standard Turnover** –

*For the purpose of a new business that has not yet been trading 12 months*

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage**

*For all other businesses*

The **Turnover** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**Stock** – Stock and materials in trade including raw materials work in progress finished goods the property of the **Insured** and goods in trust for which the **Insured** is responsible

**Temporary Total Disablement** – **Physical Injury** which results in the temporary inability of the **Insured** or **Employee** to engage in any gainful employment.

**Tenants' Improvements** – All improvements alterations and decorations effected by or on behalf of the Insured as occupier of the Premises

**Territorial Limits** – Great Britain Northern Ireland the Isle of Man or the Channel Islands

**Terrorism** – Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

**Turnover** – The money paid or payable to the **Insured** for **Products Supplied** and services rendered in the course of the Business

**Unoccupied** – Any **Building** or part of any **Building** which is empty or not in use by the **Insured** or any tenant of the **Insured** for more than 30 consecutive days

**Vehicle** – A mechanically driven conveyance with or without attached trailers for conveying the **Goods in Transit**

**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 including but not limited to trojan horses worms and logic bombs

## GENERAL CONDITIONS

Applicable to all parts of this Policy

### 1) Observance of Terms

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms and conditions of this Policy including any endorsement that may apply. Breach by the **Insured** of the terms and conditions so far as they relate to anything to be done or complied with may cause cover to be suspended until the breach is remedied and/or entitle the **Insurer** to refuse to pay a claim.

However, where an **Insured** is in breach of a term of this Policy that requires something to be done or complied with then the **Insurer** will not reject the claim under this clause provided that the term that has been breached is not one which defines the risk as a whole and the **Insured** can demonstrate that their non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 2) Breach of the duty of fair presentation

#### Inception

If when applying for this insurance the **Insured** misrepresents and/or fails to disclose all material circumstances that it knew of or ought reasonably to have known of to the **Insurer** and but for that the **Insurer** would either have not have entered into this **Policy** or would have done so on different terms, then

- a) If the misrepresentation or non-disclosure was deliberate or reckless, the **Insurer** may avoid the **Policy** ab initio and retain the premium.
- b) If the misrepresentation or non-disclosure was not deliberate or reckless and the **Insurer** would not have entered into the **Policy**, then the **Insurer** may avoid the **Policy** but must return the premium; or
- c) If the misrepresentation or non-disclosure was not deliberate or reckless and the **Insurer** would have offered different terms (other than premium), then the **Insurer** may treat the **Policy** as being subject to those amended terms and/or where the **Insurer** would have charged an increased premium, then the **Insurer** may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

#### Mid-Term Variation

If during the **Period of Insurance** the **Insured** asks the **Insurer** to vary the **Policy** or extend cover and in doing so misrepresents and/or fails to disclose all material circumstances that it knows or ought reasonably to know of to the **Insurer** and but for that the **Insurer** would not have agreed to a mid-term variation or would have done so on different terms and/or conditions, then

- a) If the misrepresentation or non-disclosure was deliberate or reckless the **Insurer** may treat the **Policy** as having been terminated as at the date of the variation and retain the premium
- b) If the non-disclosure or misrepresentation was not deliberate or reckless and the **Insurer** would not have agreed to a variation on any terms, then the **Insurer** may treat the **Policy** as if the variation was never made and return any extra premium paid upon the variation or
- c) If the non-disclosure or misrepresentation was not deliberate or reckless and the **Insurer** would have agreed to a variation but on different terms (other than specifically relating to premium)

then the **Insurer** may treat the variation as being subject to those different terms and/or where the **Insurer** would have charged different premium, then the **Insurer** may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.

### 3) Fraud

If the **Insured** knowingly makes a fraudulent claim on the **Policy** then the **Insurer** may:

- reject the claim, and
- recover from the **Insured** any sums paid under the **Policy** in respect of the fraudulent claim; and
- upon notice to the **Insured** treat the **Policy** as terminated with effect from the time of the fraudulent act and keep the premium.

Upon termination under this Clause the **Insurer** will have no liability for any matter subsequently arising which might otherwise have given rise to a liability under the **Policy** however this shall not affect the **Insurer's** liability for matters notified prior to the fraudulent act.

### 4) Reasonable Care The

Insured shall

- a) take all reasonable precautions to prevent or diminish loss destruction damage or injury
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of **Employees**
- d) maintain all **Buildings** ways works machinery and plant in sound condition

As soon as possible after discovery of any defect or danger the **Insured** shall 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

### 5) Alteration

During the **Period of Insurance** the **Insured** shall give notice to the **Insurer** as soon as reasonably practicable of any event matter or change in circumstances which is or may reasonably be considered by the **Insurer** to be material to the risk. The **Insurer** may at their sole discretion elect to affirm cover or vary the terms of the Policy and/or charge additional premium in light of the alteration in the risk.

However, this Policy shall immediately cease to be in force in the event that

- a) any alteration is made either in the **Business** or at the **Premises** or to any **Property** insured that increases the risk of loss destruction **Damage** or **Injury** or
- b) the **Insured's** interest in the **Premises** or any **Property** insured ceases except by will or operation of law or
- c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) the **Premises** become **Unoccupied**

Unless the **Insurer** has agreed in writing to accept such alteration in accordance with this clause.

### 6) Payment of Premium

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

- a) the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
- b) if the premium for the Policy or endorsement is payable by instalments then
  - i. each instalment shall be paid when due or
  - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

## 7) Cancellation

### a) Cancellation by the **Insured**

#### i. Cooling off cancellation rights

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance (“the cooling off period”) if the cover does not meet their requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the Policy

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either

1. before the inception date or
2. within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

#### ii. Cancelling the Policy after the cooling off period

The **Insured** may cancel the insurance at any other time by contacting the Broker Intermediary or Agent who arranged the Policy

On receipt of the notification from the Broker Intermediary or Agent the **Insurer** will cancel the Policy and provide a proportionate return of the premium in respect of the unexpired **Period of Insurance** provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

### b) Cancellation by the **Insurer**

#### i. Non-payment of Premium

If the **Insurer** has not received the premium in accordance with the terms of Condition 6) Payment of Premium the **Insurer** will cancel the Policy by giving 7 days’ notice in writing by letter to the **Insured** at the **Insured’s** last known address.

#### ii. Cancellation for any other reason

The **Insurer** may cancel the Policy or any section or endorsement by giving 30 days’ notice in writing by letter to the **Insured** at the **Insured’s** last known address

The **Insurer** does not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- a) the **Insured** has not provided to the Broker Intermediary or Agent the information or documents the
- b) **Insurer** has requested as part of the terms and conditions in providing the insurance
- c) the **Insured** has not met the terms and conditions contained in this document of insurance including those shown on the Schedule
- d) where the survey arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the survey or where the **Insured** has not complied with the

**Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 10) Subject to Survey

- e) The **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer's** staff or the **Insurer's** appointed representatives

The insurance will end immediately the 30 days' notice runs out

In the event that notice is given under this clause to cancel the Policy the **Insurer** will provide a proportionate return of Premium in respect of the unexpired **Period of Insurance** of the Policy. However, this provision shall not prevent the **Insurer** from retaining the Premium in circumstances where another clause of this Policy expressly provides for that.

#### 8) Choice of Law

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary the law of England and Wales shall apply to this contract and both parties agree to submit to that jurisdiction in the event of dispute as to the interpretation or application of this Policy

#### 9) Legal Representatives

In the event of the death of the **Insured** the **Insurer** will indemnify the **Insured's** legal personal representatives 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 to the extent that they can apply

#### 10) Subject to Survey

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the **Premises** or if during the **Period of Insurance** following notification of a claim or an alteration to the **Business** or the **Premises** or to any **Property** under the **Policy** the **Insurer** requires a survey

- a) then pending completion of such survey the terms conditions exclusions and limits as specified in the Policy and Schedule shall apply
- b) if following completion of the survey and in the opinion of the **Insurer** this has identified additional risks which were not evident to the **Insurer** prior to the survey then the **Insurer** reserves the right to alter or amend the terms and conditions of the Policy or to suspend or withdraw cover immediately
- c) the continuation of cover after the survey by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer** otherwise the **Insurer** may at its option invoke the Cancellation Condition

This clause shall not affect the rights of the **Insurer** under Condition Clause 2 where the survey identifies matters which ought to have been disclosed as part of the **Insured's** presentation of the risk at inception, variation or renewal.

#### 11) Limit of Indemnity

All the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability stated in the Policy shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

12) Third Party Rights

A person or company who is not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any clause or term of the Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

13) No Assignment

The **Insured** shall not assign or transfer their rights under the Policy without the written agreement of the **Insurer**

14) Insured's Contribution

Where stated in the Schedule or in the Policy the **Insured** shall be responsible for paying an **Excess** in relation to each claim made by the **Insured** under this Policy

**GENERAL CLAIMS CONDITIONS**1) Action by the **Insured**

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim the **Insured** shall

- a) as soon as reasonably possible give notice to the **Insurer**
- b) immediately notify the Police in respect of any **Damage** caused by thieves or malicious persons and obtain a Crime Reference Number which must be advised to the **Insurer** as soon as reasonably possible
- c) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
- d) take action to minimise the loss destruction or damage and to avoid interruption or interference with the **Business** and to prevent further loss destruction **Damage** or **Injury**
- e) at their own expense supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating, defending or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
  - i. 7 days of **Damage** caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons
  - ii. 30 days of expiry of the **Indemnity Period** in respect of business Interruption claims
  - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**

No theft or attempted theft claim under this Policy shall be considered unless notified to the Police in accordance with 1b) above and a Crime Reference Number obtained

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

No claim under the Policy shall be payable unless the terms of this Condition have been complied with.

2) Rights of the **Insurer**

The **Insurer** shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the Policy and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any **Property** to the **Insurer**
- c) 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 **Insurer** elects 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 any one of the items insured more than the Sum Insured thereon



3) Conditions

Every Condition to which the Policy or any part thereof is or may be subject shall from the time the Condition attaches apply and continue to be in force during the whole currency of the Policy and non-compliance with any such Condition insofar as it increases the risk of loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage provided that whenever the Policy is renewed a claim in respect of loss destruction or damage occurring during the renewal period shall not be barred by reason of a Condition not having been complied with any time before the commencement of such period

4) Contribution in respect of Sections 1 and 2

If in the event of **Damage** or liability under the Policy there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the **Property**

5) Arbitration

If any difference shall arise as to the amounts to be paid under the Policy such difference may at the **Insurer's** option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions.

Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**

Any other difference shall be subject to the exclusive jurisdiction of the courts of England and Wales

6) Claims Co-operation

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

## GENERAL EXCLUSIONS

This Policy does not cover

### 1) War Government Action Radioactive Contamination and Sonic Bangs

**Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

### 2) Terrorism and Civil Commotion

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from

- a) **Terrorism**
- b) civil commotion in Northern Ireland

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Consequential Loss** is not covered by the Policy the burden of proving that such **Damage** loss expense or **Consequential Loss** is covered shall be upon the **Insured**

### 3) Date Recognition

**Damage** or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any

- a) **Computer** data processing equipment microchip integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above whether the property of the **Insured** or not
  - i. to recognise correctly any date as its true calendar date
  - ii. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

but

in respect of Section 1 and Section 2 this shall not exclude subsequent **Damage** not otherwise excluded which itself results from the **Insured Perils**, this exclusion shall not apply to Section 4

4) Other Insurance(s) Policies

**Damage to Property** which at the time of the happening of the **Damage** is insured by or would but for the existence of this Policy be insured by any insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected

5) Computer Virus

Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- a) the alteration modification distortion corruption of or damage to any **Computer** or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item whether the property of the **Insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or Phishing or **Denial of Service Attack**

6) Illegal Deliberate and Criminal Activities

**Damage or Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from

- a) damage or liability caused as a result of the **Premises** being used for illegal activities by the **Insured**
- b) deliberate or criminal acts by the **Insured**

7) Sanctions

(not applicable to Section 3 – Employers' Liability)

The **Insurer** shall not be deemed to provide cover and shall not 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 the **Insurer** to any sanction prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

## SECTION 1 – MATERIAL DAMAGE

In the event of **Damage to Property** insured at the **Premises** from an **Insured Peril** during the **Period of Insurance** the **Insurer** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the **Period of Insurance** the liability of the **Insurer** under this Section shall not exceed the lesser of

- a) in respect of any item its Sum Insured or Limit stated in the Policy or the Schedule at the time of the **Damage**
- b) the Sum Insured or Limit remaining after deduction for any other **Damage** in the same **Period of Insurance** unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit

In addition the **Insurer** will indemnify the **Insured** in respect of loss of **Rent** as a result of **Damage** to the **Premises** from an **Insured Peril** during the **Period of Insurance** rendering the **Buildings** uninhabitable provided that the liability of the **Insurer** shall not exceed the lesser of

- a) the **Rent** Sum Insured stated in the Schedule at the time of **Damage**
- b) the **Rent** payable for the period the **Buildings** are uninhabitable

### Insurable Perils

The following are the Insurable Perils operative as **Insured Perils** if stated in the Schedule

#### 1) Fire

Excluding **Damage** caused by

- a) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
- b) explosion resulting from fire

#### 2) Lightning

#### 3) Explosion

Excluding **Damage** caused by the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only belonging to or under the control of the **Insured**  
However this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes

#### 4) Aircraft or other aerial devices or articles dropped from them

#### 5) Earthquake and subterranean fire

#### 6) Riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons Excluding **Damage**:

- a) arising from cessation of work or due to confiscation nationalisation seizure requisition or destruction by order of the government or any public authority
- b) by theft or attempted theft
- c) whilst any **Building** is **Unoccupied**

- 7) Theft or attempted theft involving entry to or exit from the **Buildings** at the **Premises** by forcible and violent means or actual or threatened hold up assault or violence

Excluding

- a) loss from any structure which is unlocked or incapable of being locked
- b) **Damage**
  - i. in respect of **Property** in the open
  - ii. whilst any **Building** is **Unoccupied**
  - iii. in respect of **Stock** at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside **Business Hours**
- c) theft or attempted theft by **Employees**

- 8) Storm

Excluding **Damage**

- a) caused by frost subsidence ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and moveable **Property** in the open or in open fronted or open sided **Buildings**

- 9) Flood

Excluding **Damage**

- a) caused by frost subsidence ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and moveable **Property** in the open or in open fronted or open sided **Buildings**

- 10) Impact by

- a) any road vehicles or animals
- b) falling trees or boughs
- c) breakage or collapse of aerials or satellite dishes Excluding **Damage** by lopping pruning or felling of trees

- 11) Escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation or leakage of beverages from storage containers or connected apparatus

Excluding **Damage**

- a) by water discharged or leaking from any automatic sprinkler installation
- b) whilst any **Building** is **Unoccupied**
- c) by leakage of bottled **Stock** or the cost of replacing the beverages
- d) caused by subsidence ground heave or landslip
- e) for subsidence ground heave or landslip caused by the escape water

- 12) Accidental escape of water from any automatic sprinkler

installation Excluding **Damage** occasioned by or attributable to

- a) heat caused by fire

- b) freezing whilst any **Building** is **Unoccupied**
- c) repairs alterations or extensions to the **Buildings** and/or sprinkler installations

### 13) Accidental damage

#### Excluding **Damage**

- a) caused by any other **Insured Peril**
- b) to a **Building** or structure caused by its own collapse or cracking
- c) to **Property** insured caused by **Pollution or Contamination** other than **Damage** caused by
  - i. **Pollution or Contamination** which itself results from an **Insured Peril**
  - ii. an **Insured Peril** which itself results from **Pollution or Contamination**
- d) to **Property** resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
- e) to **Property** insured caused by or consisting of
  - i. inherent vice latent defect gradual deterioration wear and tear frost or change in water table level
  - ii. its own faulty or defective design or materials
  - iii. faulty or defective workmanship operational error or omission on the part of the **Insured** or any of their **Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- f) caused by
  - i. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching
  - ii. scratching tearing or fouling by pets or domesticated animals
  - iii. vermin or insects
  - iv. change in temperature colour flavour texture or finish
  - v. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
  - vi. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which the breakdown or derangement originates overrunning or electrical surges or spikes in electricity but this shall not exclude such **Damage** not otherwise excluded which itself results from any other accidental damage or subsequent **Damage** which itself results from a cause not otherwise excluded
- g) caused by disappearance unexplained or inventory shortage misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

14) Subsidence ground heave or landslip Excluding **Damage**

- a) to outbuildings yards pipes cables wires ducting car parks roads pavements walls gates fences swimming pools tennis courts and children's play areas unless the structure of the main building or buildings at the risk address stated in the Schedule is also affected at the same time by the same cause
- b) to solid floor slabs or **Damage** resulting from their movement unless the foundations beneath the outside walls of the main building or buildings at the risk address stated in the Schedule are also affected at the same time by the same cause
- c) arising from the settlement or movement of made-up ground or by coastal or river erosion
- d) occurring as a result of the construction demolition structural alteration or structural repair of any property at the **Premises**
- e) arising from normal settlement or bedding down of new structures
- f) which originated prior to the granting of this cover
- g) caused by faulty or defective workmanship materials or design
- h) caused by fire subterranean fire explosion earthquake
- i) recoverable under any warranty or guarantee including NHBC guarantee

### Additional Covers

All terms exclusions and conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to each of the Additional Covers

Glass Shop Front Blinds and Signs

The **Insurer** will indemnify the **Insured** in respect of **Damage** to fixed glass and **Shop Front** occurring during the **Period of Insurance** and for which the **Insured** is responsible at the **Premises**

Following **Damage** to fixed glass and **Shop Front** at the **Premises** the **Insurer** will also indemnify the **Insured** in respect of

- a) the cost of reinstating **Intruder Alarm Systems** damaged as a result of glass breakage
- b) any boarding up costs incurred
- c) **Damage** to framework and goods on display in windows caused by the impact of falling glass
- d) neon and illuminated signs and electric light fitments
- e) external blinds and signs
- f) sanitary ware (fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable
- g) lettering or other ornamental work and alarm foil on fixed glass

Cover under c) or d) e) f) and g) is subject to an aggregate limit of indemnity of £2,500 per incidence of **Damage** at the **Premises** during the **Period of Insurance**. This is an inner limit and not in addition to the Limit of Indemnity shown on the Schedule.

### Exclusions

The **Insurer** shall not be liable for **Damage**

- a) to glass and **Shop Front**
  - i. caused by repairs or alterations to the **Premises**
  - ii. caused by alteration installation or removal
  - iii. in any **Building** which is **Unoccupied**
- b) to neon and illuminated signs and electric light fitments
  - i. caused by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft
  - ii. of bulbs or tubes unless consequent upon **Damage** to signs or fitments
- c) caused by or arising from
  - i. superficial **Damage** or scratching or cracking which does not result in the complete breakage of the glass or **Shop Front**
  - ii. inherent or latent defect its own faulty or defective design or materials
  - iii. gradual deterioration or gradually operating cause wear and tear change in colour or finish
  - iv. changes in temperature or atmospheric or climatic conditions
  - v. defects in frames framework or any fitting



## Money

This Additional Cover is only operative if shown in the Schedule

The **Insurer** will indemnify the **Insured** in respect of loss of or damage to **Money** and **Non-Negotiable Money** held in connection with the **Business** as detailed below occurring during the **Period of Insurance**

- a) in the *Premises* during **Business Hours** or whilst in a bank night safe
- b) in transit to and from the *Premises* whilst in the custody of the **Insured** or an authorised person acting on behalf of the Insured.
- c) in the **Insured's** or any authorised person's private dwelling house subject to a limit of £250 for any one loss
- d) in the *Premises* whilst left unattended or outside **Business Hours** and not secured in a locked **Safe** subject to a limit of £250 for any one loss
- e) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a locked unspecified **Safe**
- f) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a specified **Safe** if stated in the Schedule

## Non-Negotiable Money

For the purposes of this Additional Cover only, '*Premises*' shall mean the main building(s) occupied by the **Insured** at the risk address stated in the Schedule and not

- i. outbuildings attached to or detached from the main Building
- ii. car parks yards paved areas roads pavements and footpaths

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limits as shown above in relation to Money and as stated in the Schedule for any one loss

The **Insurer** will also indemnify the **Insured** in respect of **Damage** to

- a) any **Safe/Strongroom** till or postal franking machine belonging to the **Insured** or for which the **Insured** is legally responsible up to an amount not exceeding the cost of repair or replacement
- b) clothing and personal effects belonging to the **Insured** or any partner director or **Employee** of the **Insured** resulting from theft or attempted theft of **Money** or **Non-Negotiable Money** subject to a maximum of £500 for any one loss
- c) **Money** in locked coin operated machines in the '*Premises*' during or outside **Business Hours** or whilst the **Building** is left unattended subject to a maximum limit of £250 any one machine and £1,000 any one premises

## Exclusions

The **Insurer** shall not be liable for loss from

- a) shortage due to error or omission
- b) forgery deception or the use of counterfeit **Money** or **Non-Negotiable Money**
- c) the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectible or irrecoverable for any reason
- d) theft or attempted theft from the *Premises* as stated in the Schedule or any authorised person's private dwelling house unless involving entry to or exit from such *Premises* or private dwelling by forcible and violent means or actual or threatened hold up assault or violence
- e) theft or attempted theft by any **Employee**

- f) an unattended vehicle and any coin operated gaming devices or machines
  - g) **Damage** not within the **Territorial Limits**
  - h) any business or other activity not connected with the **Business** conducted from the **Premises** as stated in the Schedule
- 1) It is a condition precedent to the **Insurer's** liability under this Additional Cover that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than by specialist security carrier) at all times
- a) the times of transits routes and conveyances used shall be varied as far as is possible
  - b) all persons engaged in the transit of **Money** shall be at least 18 years of age
  - c) transits of amounts of
    - i. up to £3,000 shall be accompanied by at least one person
    - ii. £3,001 to £6,000 shall be accompanied by at least two people
    - iii. £6,001 to £10,000 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
    - iv. amounts exceeding £10,000 shall be transported by specialist security carrier
- 2) It is a condition precedent to the Insurer's liability that when the *Premises* as stated in the Schedule or any authorised person's private dwelling house in which Money is kept is left unattended
- a) all locks bolts and other protective devices are in full operation and are used
  - b) all keys must be held in the personal custody of an authorised person and removed from
  - c) the unattended *Premises* as stated in the Schedule or
  - d) from the final exit door of any authorised person's unattended private dwelling house

#### Personal Accident (Assault)

This Additional Cover is only operative if shown in the Schedule

The **Insurer** will indemnify the **Insured** and any **Employee** for compensation in accordance with the Schedule of Benefits in respect of **Physical Injury**

#### Schedule of Benefits

1. Death occurring within 2 years of sustaining the **Physical Injury**
2. **Loss of Limbs or Eyes** occurring within 2 years of sustaining the **Physical Injury**
3. Permanent Total Disablement
4. Temporary Total Disablement

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limits stated in the Schedule for any one loss

## Exclusions

The **Insurer** shall not be liable for

- A. more than one of the Benefits 1 to 3 inclusive in respect of any one person arising out of the same Physical Injury
- B. Benefits 1 to 4 inclusive in respect of any person under 16 years of age at the time of sustaining the Physical Injury
- C. Benefits 1 to 4 inclusive consequent upon any pre-existing physical or mental defect or infirmity Conditions

All sums paid under Benefit 4 shall be deducted from any sum which may subsequently be paid under any of Benefits 1 to 3 inclusive in respect of the same **Physical Injury**

Payment under Benefit 3 is not payable before 104 weeks from the date of the **Physical Injury**

Benefit 4 is payable for a maximum of 104 weeks from the date of the **Physical Injury**

## All Risks on Portable Property

The **Insurer** will indemnify the **Insured** against **Damage** from the **Insured Perils** to the portable property specified in the Schedule used in connection with the **Business** occurring anywhere in the world

The liability of the **Insurer** under this Additional Cover shall be restricted to the Sums Insured stated in the Schedule for any one loss

## Exclusions

The **Insurer** shall not be liable for

- a) **Damage** to portable property left unattended unless contained in
  - i. a securely locked building or
  - ii. a vehicle which has been securely locked at all points of access and any security alarms and immobilisers fitted to the vehicle are in full operation and the portable property is concealed from view
- b) depreciation or electrical or mechanical breakdown
- c) **Damage** arising from wear and tear or from any process of cleaning restoring adjusting or repairing
- d) **Damage** by official confiscation or detention

## Goods in Transit

This Additional Cover is only operative if shown in the Schedule

1. The **Insurer** will indemnify the **Insured** for **Damage** to **Goods in Transit** within the **Territorial Limits** during the **Period of Insurance**
  - a) whilst being carried on any **Vehicle** owned or operated by the **Insured**
  - b) as sendings by a carrier other than the **Insured** by means of road rail or inland air freight
2. The **Insurer** will indemnify the **Insured** whilst **Goods in Transit** are being carried on any **Vehicle** owned or operated by the **Insured** for
  - a) **Damage** to packing materials protective sheeting ropes chains and toggles belonging to the **Insured** while being carried on the **Vehicle**
  - b) **Damage** to personal effects belonging to the driver or attendant while carried by any **Vehicle** in the course of the employment of the driver or attendant with the **Insured** subject to a maximum of £500 for any one loss
  - c) the removal of debris and site clearance of **Goods in Transit** damaged from the immediate

area of the site where the **Damage** occurred

- d) the additional costs incurred in transferring **Goods in Transit** to any other vehicle following fire collision overturning or impact of the **Vehicle** including carrying the **Goods in Transit** to the original destination or place of collection
- e) reloading onto the **Vehicle** any **Goods in Transit** which have fallen from the **Vehicle**
- f) re-securing the **Goods in Transit** where there is dangerous movement of the load

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limit stated in the Policy or the Schedule for any one loss

#### Exclusions

The **Insurer** shall not be liable under this Additional Cover for **Damage** to any **Goods in Transit** arising out of or attributable to

- a) theft or attempted theft from open-backed curtain sided soft sided or soft topped **Vehicle(s)**
- b) defective or inadequate packing or insufficient addressing
- c) breakdown of refrigeration or insufficient insulation
- d) spillage leakage evaporation loss of weight or shrinkage
- e) depreciation loss of market delay or inadequate documentation
- f) any erection dismantling or installation
- g) loss of sheets ropes chains toggles or packing materials as a result of disappearance or shortage unless such loss is the result of an incident recorded by the **Insured**

#### Conditions

- 1) It is a condition precedent to the **Insurer's** liability for theft or attempted theft from any unattended **Vehicle** that whenever a **Vehicle** operated by the **Insured** and carrying **Goods in Transit** is unattended it shall be protected
  - a) between the hours of 9:00 am and 6:00 pm by all doors and windows and other means of access being securely fastened and locked
  - b) between the hours of 6:00 pm and 9:00 am by all doors and windows and other means of access being securely fastened and locked and the alarm and/or immobiliser approved by the **Insurer** being switched on and made fully operational and either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
  - c) The valuation of **Stock** shall be at invoice cost. If an invoice has not been raised the basis of valuation shall be the value of the **Stock** at the time of the commencement of the transit

#### **Domestic Contents, Personal Money, and Alternative Accommodation**

This Additional Cover is operative only if a **Sum Insured** is shown for **Domestic Contents** in the **Schedule** the **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to

##### A. **Domestic Contents** at the **Premises**

Provided that

- i. the **Premises** are the permanent place of residence of the **Insured** or resident manager

- ii. the liability of the **Insurer** under this Additional Cover shall not exceed the Sum Insured for **Domestic Contents** stated in the Schedule for any one loss with a maximum limit of £1,500 any one single item unless specifically mentioned in the Schedule
- iii. the **Insurer** shall not be liable for the cost of replacing any undamaged item or part of any item which form a part of a matching set or suite

Exclusions to A

The **Insurer** shall not be liable for **Damage**

- a) to hearing aids contact or corneal lenses
- b) to motor vehicles
- c) to property more specifically insured
- d) to sporting equipment while in use
- e) to property used in connection with the **Business**
- f) caused by depreciation or electrical or mechanical breakdown
- g) arising from wear and tear or from any process of cleaning restoring adjusting or repairing

Conditions to A.

It is a condition precedent to the **Insurer's** liability for **Damage** caused by the **Insured Perils** that the **Insured** shall have in place in full working order and in operation the following minimum level of security (or such level as specified in the Schedule) whenever any part of the *Premises* is occupied by the **Insured** for residential purposes are left unattended

- a) the final exit door is to be fitted with either
  - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to BS 3621 or
  - ii. for timber or steel framed doors a rim latch deadlock that conforms to BS 3621
- b) all other external doors and internal doors giving access to any part of the **Building** are to be fitted with either
  - i. as described in a) i. and ii. above or
  - ii. 2 key-operated security bolts for doors fitted approximately 30cms from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks

B. Insured's personal money

In addition, the **Insurer** will indemnify the **Insured** or their resident manager or any of their family permanently residing with them at the **Premises** against

- a) accidental loss of personal money
- b) liability under the terms of issue of the credit card for loss following fraudulent use thereof by any unauthorised person subject to a maximum of £500 in any one **Period of Insurance**

Exclusions to B.

The **Insurer** will not be liable for

- i. losses arising from unauthorised use of a credit card by any member of the **Insured's** family or resident manager's family

- ii. loss due to confiscation or detention
- iii. losses caused by depreciation or shortages caused by errors or omissions
- iv. money held in connection with the **Business**

#### Conditions to B.

It is a condition precedent to the **Insurer's** liability under this Additional Cover that

- i. any loss of money or credit cards has been reported to the Police within 24 hours of discovering the loss
- ii. any loss of credit cards has been reported to the issuing company immediately
- iii. the Conditions of Issue of the Credit Card have been complied with

#### C. Alternative Accommodation

Following **Damage** from the **Insured Perils** resulting in the **Premises** becoming uninhabitable the **Insurer** will indemnify the **Insured**

- i. in respect of any expenditure incurred in the provision of comparable accommodation for the **Insured** or resident manager or any member of their family permanently residing at the **Premises** at the time of the **Damage** including any incidental removal costs and expenses
- ii. for a period up to 24 months from the date of the **Damage** subject to a maximum of £25,000 for any one loss

#### Exclusions to C.

The **Insurer** will not be liable for

- i. any costs incurred without the written consent of the **Insurer**
- ii. any costs that will be incurred once the **Premises** become habitable again Exclusions to C

### Extensions to Section 1

All terms exclusions and conditions of the **Insured Perils** under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

#### 1) Underground Services

The **Insurer** will indemnify the **Insured** for **Damage** to underground water pipes gas pipes electricity and telephone cables extending from the **Premises** to the public mains from the **Insured Perils** but only to the extent of the **Insured's** responsibility

#### 2) Theft of Keys and Lock Replacement

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings Safes/Strongrooms** or tills subject to an aggregate maximum of £1,500 for any one loss provided that

- a) the original keys were stolen from the **Buildings** or the private residence of the **Insured** or any authorised Employee
- b) **Damage** by theft is not excluded in its entirety

#### 3) Theft Damage to **Buildings**

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and are not otherwise insured which directly results from **Insured Peril 7**

provided that if the **Buildings** of the **Premises** are not insured by this Section the liability of the **Insurer** under this Extension shall not exceed an aggregate maximum of £25,000 in any one **Period of Insurance**

#### 4) Temporary Removal

The **Insurer** will indemnify the **Insured** for **Damage to Contents** whilst temporarily removed for cleaning renovation repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the **Territorial Limits** from the **Insured Perils** subject to a maximum for any one loss of 10% of the Sum Insured shown for **Contents** in the Schedule or £100,000 whichever is the lesser amount

This Extension shall not apply to

- a) motor vehicles and motor chassis licensed for normal road use
- b) **Property** more specifically insured

#### 5) Exhibitions

The **Insurer** will indemnify the **Insured** for **Damage to Contents** and **Stock** from the **Insured Perils** whilst in any **Building** (not being of a temporary nature) and being used for an exhibition anywhere within the **Territorial Limits** and whilst in transit to and from the exhibition premises subject to a maximum of £5,000 for any one loss

#### 6) Other Locations

The **Insurer** will indemnify the **Insured** for **Damage to Contents** and **Stock** from the **Insured Perils**

- a) whilst within the main building of the private residential home of a director or **Employee** anywhere within the **Territorial Limits** and
- b) whilst in transit to and from the main building of such private residential home and the **Premises**

subject to a maximum of £2,500 for any one loss and an aggregate maximum of £10,000 in any one **Period of Insurance**

#### 7) Third Party Storage Locations

The **Insurer** will indemnify the **Insured** for **Damage to Contents** or **Stock** from the **Insured Perils** whilst at third party storage locations within the **Territorial Limits** subject to aggregate maximums of £5,000 at any one location and £20,000 in any one **Period of Insurance**

#### 8) Landscaped Gardens

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the consent of the **Insurer** in making good **Damage** to landscaped gardens and grounds caused by the emergency services in the course of combating or reducing **Damage** from the **Insured Perils** at the **Premises** subject to an aggregate maximum of £10,000 in any one **Period of Insurance**

#### 9) Loss of Metered Water

The **Insurer** will indemnify the **Insured** for the unit cost of metered water calculated at the current rate per cubic metre consumed as a direct result of **Damage** from the **Insured Perils** to any tank apparatus or pipe not being automatic sprinkler installations at the **Premises** subject to a maximum of £10,000 for any one loss

#### 10) Trace and Access

The **Insurer** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source subject to a maximum of £10,000 for any one loss

## 11) Clearing of Drains

The **Insurer** will indemnify the **Insured** for the costs and expenses incurred in cleaning or repairing drains gutters or sewers at the **Premises** as a consequence of **Damage** from the **Insured Perils** but only to the extent of the **Insured's** responsibility subject to a maximum of £5,000 for any one loss

## 12) Fire Extinguishment Expenses

The **Insurer** will indemnify the **Insured** for costs incurred with the consent of the **Insurer** in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks in the event of **Damage** to insured **Property** caused by fire subject to a maximum of £10,000 for any one loss

## 13) Outside Catering

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Contents** and **Stock** where the **Insured** is providing outside catering and whilst in transit to and from such events from the **Premises** subject to a maximum of £2,000 for any one loss

## 14) Computer Records

The **Insurer** will indemnify the **Insured** for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing **Computer Records** and not for the value to the **Insured** for the information contained therein but excluding any expenses in connection with the production of information to be recorded in such **Computer Records** for a maximum of £25,000 for any one loss

## 15) Theft of Building Fabric

The **Insurer** will indemnify the **Insured** for **Damage** to

- a) the external fabric of the **Buildings** as a result of theft or attempted theft
- b) **Property** as a result of rainwater entry following theft or attempted theft of the external fabric of the **Buildings** for which the **Insured** is legally responsible and is not otherwise insured Subject to an aggregate maximum of £5,000 in any one **Period of Insurance**

This Extension shall not apply

- a) to any **Buildings** which are **Unoccupied**
- b) when scaffolding is erected at the **Buildings**
- c) where **Insured Peril 7 - Theft** is not operative

## 16) Automated Teller Machines ("ATMs") and Lottery Equipment

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** from the **Insured Perils** to Automated Teller Machines ("ATMs") and Lottery Equipment sited entirely within the **Buildings** for which the **Insured** is legally responsible provided such property has been included in the **Contents** sum insured shown on the Schedule and subject to a maximum of £10,000 for any one loss



## Clauses

### 1) Non-invalidation

The insurance by this Section shall not be invalidated by any act or omission or alteration unknown to or beyond the control of the **Insured** whereby the risk of **Damage** is increased as long as immediately the **Insured** becomes aware of the increase in risk they inform the **Insurer** in writing and, provided the **Insurer** is willing to continue to offer insurance on the same or varied terms, they pay an appropriate additional premium if required by the **Insurer**.

### 2) Reinstatement of Losses

Unless written notice to the contrary be given by either the **Insurer** or the **Insured** the insurance by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium from the date of the **Damage** to the date of expiry of the **Period of Insurance**

### 3) Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier which may increase the risk of **Damage** to any **Buildings** insured by this Section provided the mortgagee immediately upon becoming aware of such increase in risk shall give notice to the **Insurer** and, provided the **Insurer** is willing to continue to offer insurance on the same or varied terms, they pay an appropriate additional premium if required

### 4) Property more specifically insured

The **Insurer** shall not be liable for **Damage** to any **Property** insured more specifically by or on behalf of the **Insured**

### 5) Minor Repairs and Alterations

The insurance by this Section shall not be invalidated if the **Insured** has contracted workmen for the purpose of minor repairs decorating cosmetic works including periodical maintenance at the **Premises**.

Any works of a construction nature to the roof or fabric of the building must be notified to the **Insurer** before the works commence and then agreed by the **Insurer** in writing

## Basis of Settlement Clauses

### 1) Average

If the **Property** covered by this Policy shall at the time of the **Damage** be collectively of greater value than the Sums Insured, then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of their **Damage** accordingly

### 2) Reinstatement – Domestic Contents

In the event of **Damage** to **Domestic Contents** insured the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

#### Special Provisions

- i. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred

- ii. Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- iii. If at the time of reinstatement of any item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by such item exceeds its Sum Insured at the time of the **Damage** the liability of the Insurer shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

### 3) Stock

In respect of **Stock** the **Insurer** will pay the **Insured** the value of the **Stock** at the time of its **Damage** with adjustment for wear and tear

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

### 4) Day One (Non Adjustable) - Property Insured other than **Domestic Contents** and **Stock**

Any item specified on the Schedule showing a *Declared Value* shall be deemed to be subject to the Day One (Non Adjustable) Basis of Settlement and in the event of **Damage** to such **Property** other than to **Computers** the basis of settlement shall be the *Cost of Reinstatement* provided that the liability of the **Insurer** shall in no case exceed 115% of the *Declared Value* in respect of each item.

The *Cost of Reinstatement* other than to **Computers** shall mean the rebuilding replacement repair or restoration of such property insured under this clause to a condition substantially the same as but not better or more extensive than its condition when new

Special Provisions (relating to any item specified on the Schedule showing a *Declared Value*, other than **Computers**)

- i. At the inception of each **Period of Insurance** the **Insured** shall notify the **Insurer** of the *Declared Value* of the **Property** insured by each item described in the Schedule
- ii. If at the time of **Damage** the *Declared Value* of the **Property** insured by each item is less than the cost of reinstatement at the inception of the **Period of Insurance** the liability of the **Insurer** shall not exceed the proportion which the *Declared Value* bears to the costs of such reinstatement
- iii. Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- iv. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- v. No payment will be made beyond the amount the **Insurer** would have paid where **Property** insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

In the event of **Damage** to **Computers** the basis of settlement shall be the *Cost of Reinstatement* for **Computers**

#### Meaning

- a) where any **Computer** item suffers **Damage** beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the

nearest higher performance and/or capacity to the item damaged

- b) where the **Computer** item suffers **Damage** the repair of the **Damage** and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

#### Special Provisions relating to **Computers**

- i. If at the time of reinstatement of any **Computer** item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by such item exceeds its Sum Insured at the time of the **Damage** the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at such time
- ii. Where **Damage** occurs to only part of the property the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had the property been wholly destroyed
- iii. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- iv. No payment will be made beyond the amount the **Insurer** would have paid where such property insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

For the purposes of this clause, the *Declared Value* shall mean the **Insured's** assessment of the *Cost of Reinstatement* of the items specified on the Schedule showing a *Declared Value* at the level of costs applying at the inception of the **Period of Insurance** including the extent to which indemnity is provided for

- a) the additional *cost of reinstatement* to comply with European Union and Public Authority requirements
- b) Professional Fees
- c) Removal of Debris Costs

ignoring inflationary factors which may operate subsequently

#### 5) Seasonal Increases

The **Stock** Sums Insured will be deemed to have been increased by 30%

- a) during the months of July and August each year
- b) during the period 1st November each year until 5th January the following year and
- c) for a period of 31 days immediately before Easter Day each year

#### 6) European Union and Public Authorities

The **Insurer** will indemnify the **Insured** for the additional cost of

- a) reinstating the damaged parts of the **Buildings**
- b) upgrading any undamaged parts of the **Buildings**

for an amount not exceeding the amount that would have been payable if the **Buildings** had been totally destroyed incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw or European Community Legislation excluding

- i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the

**Damage**

- ii. the amount of any rate tax duty development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**

## Conditions

- a) The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Insurer** may in writing allow
- b) The liability of the **Insurer** for **Damage** to such property including such costs and expenses shall not exceed the Sum Insured stated in the Schedule

## 7) Removal of Debris

This insurance includes the costs incurred in respect of removal of debris of **Property** insured resulting from **Damage** from an **Insured Peril** excluding

- a) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
- b) costs arising from **Pollution or Contamination** of property not insured by this Section

The liability of the **Insurer** for **Damage** to such **Property** including such costs and expenses shall not exceed the Sums Insured stated in the Schedule

## 8) Capital Additions

To the extent that they are not otherwise insured the insurance of **Buildings Tenants' Improvements** and **Contents** shall extend to cover

- a) alterations additions and improvements to **Buildings Tenants' Improvements** and **Contents** but not appreciation of the value of such property
- b) any newly erected or acquired **Buildings Tenants' Improvements** and **Contents** within the **Territorial Limits** from the commencement date of the responsibility of the **Insured**

subject to

- i. the **Insured** advising the **Insurer** of the amendments as soon as practicable on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium
- ii. the Sums Insured for **Buildings Tenants' Improvements** and **Contents** at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or £250,000 whichever is the lesser at any one location

## 9) Professional Fees

The insurance by each item on **Buildings Tenants' Improvements** and **Contents** includes an amount for architects' surveyors' consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its **Damage** but not for preparing any claim. The total liability of the **Insurer** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule

## 10) Contracting Purchaser

Where the **Insured** at the time of **Damage** has contracted to sell their interest in any insured **Building** and the purchase is subsequently completed the contracting purchaser shall be entitled to benefit under the Policy provided that the **Building** is not otherwise insured in respect of such **Damage**

## 11) Contract Price

In respect only of **Stock** sold but not delivered for which the **Insured** is responsible under the terms of a sale contract which following **Damage** is cancelled due to the contract conditions wholly or to the extent of the **Damage** the liability of the **Insurer** shall be based on the contract price

## 12) Subrogation Waiver

In the event of a claim arising under this Section the **Insurer** agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

- a) any company standing in the relation of parent or subsidiary to the **Insured** or
- b) any company which is a subsidiary of or a parent company of which the **Insured** themselves are subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**

## 13) Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered subject to notification by the **Insured** to the **Insurer** at the time of the **Damage**

## 14) Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction

**Exclusions applying to Section 1**

The **Insurer** shall not be liable for

1) **Damage to**

- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft
- b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction
- c) land piers jetties bridges culverts or excavations
- d) livestock growing crops or trees
- e) jewellery precious stones precious metals bullion or furs (other than as provided for under Additional Cover Domestic Contents Personal Money and Alternative Accommodation if operative)
- f) Any claim arising directly or indirectly from the burning of waste either at or away from the **Insured's Premises**

## Conditions

### 1) Stillage

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Perils** 8 9 and 11 that **Property** in the basement or sub-basement of the **Premises** be kept at least 10cm above floor level

### 2) Intruder Alarm System

***This Condition only applies where an Intruder Alarm Requirement is stated in the Schedule as being applicable under Section 1 – Material Damage***

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Peril** 7 that in respect of the **Intruder Alarm System** installed at the **Premises**

- a) the **Intruder Alarm System** is maintained in full and effective working order under a contract to provide corrective and preventive maintenance with the installer or such other contractor agreed by the **Insurer** in writing
- b) the **Premises** are not left unattended
  - i. unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit or receive signals in full and effective operation
  - ii. where the Police have withdrawn their response to alarm activation
- c) the Intruder Alarm System
  - i. is installed in accordance with a specification agreed in writing by the **Insurer**
  - ii. must not be altered or amended in any way unless such amendment or alteration has been approved by the **Insurer** and no alteration or substitution of the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System** shall be made without the written consent of the **Insurer**
  - iii. maintenance contract must not be altered or substituted without the written consent of the **Insurer**
  - iv. procedures agreed by the **Insured** for the Police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System** must not be altered or substituted without the written consent of the **Insurer**
- d) the **Insured** must
  - i. maintain secrecy of the codes for the operation of the **Intruder Alarm System** and no details of such codes shall be left on the **Premises** when the **Premises** are left unattended
  - ii. immediately notify the **Insurer** upon receipt of any communication giving notice that the level response to the **Intruder Alarm System** has been or will be reduced
  - iii. appoint at least 2 **Keyholders** and lodge written details with the alarm company
- e) in the event of notification of
  - i. any alarm fault
  - ii. activation of the **Intruder Alarm System**

- iii. interruption of the means to transmit or receive signals to or from the **Intruder Alarm System** during the period that the **Intruder Alarm System** is set a **Keyholder** must attend the **Premises** as soon as possible in order to confirm the security of the **Premises** and reset the **Intruder Alarm System** in its entirety. If the **Intruder Alarm System** cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a **Keyholder** must remain at the **Premises** unless otherwise agreed in writing by the **Insurer**

### 3) Fire Extinguishing Appliances

It is a condition precedent to the **Insurer's** liability that the fire extinguishing appliances at the **Premises** whether installed at the commencement of this insurance or subsequently at the request of or with the knowledge of the **Insurer** shall be maintained in good working order

The **Insured** undertakes to maintain the said appliances in efficient working order during the **Period of Insurance**

Subject to observance of this undertaking Section 1 – Material Damage of this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown or beyond the control of the **Insured**

### 4) Fire Appliance and Fire Detectors Maintenance Condition It

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

- a) the **Insured** will maintain all fire extinguishing appliances and fire detectors contained in the **Premises** in full working order during the **Period of Insurance**, and
- b) notify the **Insurer** immediately of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area within the **Buildings** without protection for 12 hours or more.

The insurance by this section shall not be invalidated by any defect in any of the said appliances or detectors due to circumstances unknown to or beyond the control of the **Insured**

### 5) Fire-Proof Doors and Shutters Condition

It is a condition precedent to the **Insurer's** liability that all fire-proof doors and shutters are kept closed except during working hours and will be kept in efficient working order

### 6) Minimum Level of Security

It is a condition precedent to the **Insurer's** liability for loss or **Damage by Insured Peril 7** under the Policy that the **Insured** shall have in place in full working order and in operation whenever the **Premises** are closed for business or left unattended the following minimum level of security or such level as is specified in the Schedule

- a) the final exit door of the **Insured's** portion of the **Buildings** is to be fitted with either
  - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to BS 3621 or
  - ii. for timber or steel framed doors a rim latch deadlock that conforms to BS 3621
- b) all other external doors and internal doors giving access to any part of the **Buildings** not occupied by the **Insured** are to be fitted with either
  - i. as described in a) i. and ii. above or

- ii. 2 key-operated security bolts for doors fitted approximately 30cms from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks
- d) all ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies down pipes are to be fitted with key operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles gates expanded metal or weld-mesh securely fixed to the brickwork surrounding the window
- e) all manually operated roller shutters are to be secured by either
  - i. two key operated security shutter locks with the locking mechanisms positioned as close as possible to the bottom of the shutter to prevent it from being prised up to allow entry or
  - ii. with a close shackle padlock conforming to Security Grade 4 of BS EN 12320 or
  - iii. as e) i. above together with the roller shutter manufacturer's corresponding locking bar
- f) all electrically operated doors must be secured by either
  - i. an internal opening switch locked in the off position by means of an integral lock and/or padlock or
  - ii. such doors are to have the power supply to the operating switch isolated at a suitable electrical power
  - iii. distribution board which is secured against unauthorised use and/or
  - iv. the security level as detailed in e) above

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer

## 7) Electrical Inspection and Testing Programme

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

- a) the electrical installation at the **Premises** is periodically inspected and tested in accordance with BS7671: 2008 Requirements for Electrical Installations (as amended) by an Approved Contractor or a Registered Member appropriate for the type of installation and any such inspection and testing shall be undertaken by a member of a UKAS accredited electrical contractor certification and inspection body schemes applicable to buildings (other than dwellings) and industrial locations including those operated by
  - i. NICEIC (National Inspection Council for Electrical Installation Contracting)
  - ii. ECA (Electrical Contractors Association) – not restricted to domestic installations
  - iii. SELECT (Electrical Contractors Association of Scotland)
  - iv. NAPIT (National Association of Professional Inspectors and Testers)
  - v. ELECSA
- b) on completion, a recognised Electrical Installation Condition Report is to be issued, a copy of which must be provided to the **Insurer** upon request



- c) all reported defects coded C1 ('Danger present') are to be remedied immediately or the offending component or circuit taken out of service until suitable repairs are carried out and all other reported defects remedied within a maximum of 60 days of the inspection or as agreed with the **Insurer** in writing
- d) further periodic inspection and testing should be undertaken in accordance with the recommendations of the electrical installation condition report or within five years whichever is the less
- e) additional inspection and testing should be undertaken and all reported defects remedied in accordance with item c) above
  - i. immediately following refurbishment or structural renovation work at the **Premises**
  - ii. immediately following any water damage affecting the **Premises**

#### 8) Kitchen Duct Condition

It is a condition precedent to the **Insurer's** liability that all cooking fume extraction canopies and the entire length of ductwork are cleaned at least once a year by an independent professional contractor who specializes in their cleaning. A Certificate or Confirmation must be issued by the contractor together with an invoice, which sets out the extent of the works carried out. The documents must be retained by the **Insured**

Where access to the entire ducting is difficult, hatches or access panels must be fitted to the ducting to facilitate a complete clean.

Only the Certificate, Confirmation and invoice will be regarded as proof of compliance with this Condition. Production of this documentation is precedent to the **Insurer's** liability.

It is the **Insured's** responsibility to check with the Contractor that the work required in accordance with this Condition has been carried out.

Fillers, traps or other grease removal devices therein must be cleaned at least once fortnightly by the **Insured**. A record of such cleaning must be retained by the **Insured**.

#### 9) Flat Felted Timber Roof & Guttering Condition

It is a Condition precedent to the Insurer's liability that:

- a) any flat felted timber roof, or part thereof of the **Premises** is in a good state of repair and has been inspected at least once every two years by a competent builder or qualified property surveyor and any defect identified by that inspection is repaired immediately.
- b) any guttering is checked for blockages and defects by a competent person at six monthly intervals commencing at inception or renewal. Any remedial action required to be implemented immediately.
- c) a record of all inspections must be kept by the **Insured**. Such record (or duplicate) must be available for inspection by the **Insurer** at any time.
- d) the **Excess** payable in regard **Damage** caused as a result of water ingress involving flat felted timber roofs is £500 or the **Excess** as shown in the Schedule, whichever is higher.

#### 10) Removal of Waste

It is a condition precedent to the **Insurer's** liability under Section 1 – Material Damage that

- a) all waste and refuse is swept up daily and removed completely from the **Premises** at least once a week and a record of removal is kept

- b) all combustible storage/waste in the open on the **Premises** is to be kept at least 2 metres from any of the **Insured's Buildings** at the **Premises** at any time

11) Chimney Sweeping and Open Fires Condition

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

- a) chimneys are swept by a professional chimney sweep at least every 12 months
- b) open fires are fitted with a spark guard and extinguished at the end of each working day and checked 30 minutes thereafter

12) Portable Heater

It is a condition precedent to the **Insurer's** liability that portable naked flame gas or paraffin heaters are not used on the Premises

13) Chilled or Frozen Food

It is a condition precedent to the **Insurer's** liability for the deterioration of stock that refrigeration, chiller or freezer appliances over 5 years old must be subject to an annual maintenance contract by a professional contractor.

The **Insurer** will have no liability for deterioration of stock in refrigeration, chiller or freezer appliances over 15 years old.

## SECTION 2 – BUSINESS INTERRUPTION

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the **Period of Insurance** from the **Insured Perils** under Section 1

- a. resulting in interruption or interference with the **Business** or
- b. which prevents the **Insured** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part as a result of the **Insured's** books of account at the **Premises** being damaged

the **Insurer** will indemnify the **Insured in respect of**

- i. the amount of loss resulting from such interruption or interference provided that at the time of the **Damage** there shall be in force an insurance covering the interest of the **Insured** in the **Property** at the **Premises** and that liability shall be admitted or payment made therefore or payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount
- ii. the amount of loss resulting from the **Damage**

The liability of the **Insurer** under this Section shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event

### Clauses

#### Reinstatement Following a Loss

The liability of the **Insurer** under this Section shall not exceed the Sum Insured or Limit remaining after deduction for any other interruption or interference resulting from **Damage** occurring during the same **Period of Insurance** unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit

#### Basis of Settlement Clauses

##### 1) Gross Profit

The **Insurer** will pay as indemnity to the **Insured** the amount of their loss in respect of each item stated in the Schedule as a result of loss of **Gross Profit** due to reduction in **Turnover** and/or **Increased Cost of Working**

- a) the amount payable in respect of a reduction in **Turnover** shall be the sum produced by applying the Rate of **Gross Profit** to the amount by which the **Turnover** shall fall short of the Standard **Turnover** during the **Indemnity Period** as a result of the **Damage**
- b) the amount payable in respect of the **Increased Cost of Working** as a result of the **Damage** not exceeding the sum produced by applying the Rate of **Gross Profit** to the amount of the reduction in **Turnover** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** that may cease or be reduced as a result of the **Damage**

provided that adjustments 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**

## 2) Specified Working Expenses

If any of the working expenses of the **Business** are excluded by this Section having been deducted in arriving at the **Gross Profit** then in calculating the amount recoverable under this Section as **Increased Cost of Working** that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the **Specified Working Expenses**

## 3) Increased Cost of Working

The **Insurer** will pay as indemnity to the **Insured** the additional expenditure necessarily and reasonably incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Standard Gross Revenue** to the amount of the reduction thereby avoided

## 4) Outstanding Debit Balances

The amount payable by the **Insurer** in respect of **Outstanding Debit Balances** is limited to loss sustained by the **Insured** directly due to **Damage** and the amount payable in respect of any one event shall not exceed

- a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the written consent of the **Insurer** in tracing and establishing customers' debit balances after the **Damage**

The liability of the **Insurer** under this Basis of Settlement is limited to the sum insured shown in the Schedule

## 5) Average

If the Sum Insured is less than the **Gross Revenue** for the 12 months (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) immediately prior to the occurrence of **Damage** the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**

## 6) Alternative Trading

If during the **Indemnity Period** work is done or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the amount paid or payable in respect of such work or services shall be accounted for in arriving at the **Gross Profit** during the **Indemnity Period**

## 7) Departmental

If the **Business** is conducted in departments the independent trading results of which are ascertainable the basis of **Gross Profit** shall apply separately for each department

## 8) Accountants' and Auditors' Charges

The **Insurer** will pay to the **Insured** the charges payable by the **Insured** to their professional

accountants and auditors for producing and certifying any particulars or details or any other proofs information or evidence as may be required by the **Insurer** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents

9) Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

10) Value Added Tax

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

11) Payments on Account

Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested subject to appropriate adjustment at the end of the **Indemnity Period**

### Extensions to Section 2

All terms exclusions and conditions of the **Insured Perils** under Section 1 and all terms exclusions and conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension

The liability of the **Insurer** includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of

1) Premises Closure or Restrictions

- a) closure or restrictions placed on the **Premises** on the advice of or with the approval of the Medical Officer of Health for the Public Authority as a result of a **Notifiable Human Disease** occurring at the **Premises**
- b) **Injury** or illness sustained by any person caused by or traceable to foreign or injurious matter in food or drink sold from the **Premises** by the **Insured**
- c) vermin and pests at the **Premises**
- d) closure of the whole or part of the **Premises** by order of the Public Authority consequent upon defects in the drains and other sanitation at the **Premises**
- e) murder or suicide occurring at the **Premises**

subject to a maximum of £50,000 for any one loss

The **Insurer** shall not be liable under this extension for costs incurred in cleaning repair replacement recall or checking of **Property**

2) Suppliers

Damage from the **Insured Perils** at the **Premises** of any of the **Insured's** suppliers manufacturers or processors within the **Territorial Limits** but excluding the premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

3) Denial of Access

Damage from the **Insured Perils** to property within a one-mile radius of the **Premises** which shall prevent or hinder the use of or access to the **Insured's Premises** whether or not there has been **Damage** to the **Premises**

or **Property** of the **Insured** but excluding the property of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

4) Accidental Failure of Public Supply

Accidental failure at the terminal ends of the public supply undertakings' feed to the **Premises** of electricity gas water or telecommunications services as a direct result of **Damage** subject to a maximum of £100,000 for any one loss and providing the cessation of supply is for a minimum of 6 consecutive hours excluding

- a) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- b) total or partial failure of the public supply occasioned by strike or lock-out total or partial withdrawal of labour or total or partial cessation of work

5) Goods in Transit

**Damage to Goods in Transit** if insured by Section 1 and for which the **Insurer** has admitted liability subject to a maximum of £50,000 for any one loss

6) Documents

**Damage** from the **Insured Perils** to documents belonging to or held in trust by the **Insured** whilst temporarily at premises not in the occupation of the **Insured** or whilst in transit by road rail or inland waterway in the **Territorial Limits** subject to a maximum of £25,000 for any one loss

7) Storage Sites

**Damage** from the **Insured Perils** at any premises in the **Territorial Limits** not in the occupation of the **Insured** where **Property** of the **Insured** is stored subject to a maximum of £25,000 for any one loss

8) Contract Sites

**Damage** from the **Insured Perils** at any situation in the **Territorial Limits** where the **Insured** is carrying out a contract subject to a maximum of £25,000 for any one loss

**Exclusions**

- 1) The **Insurer** shall not be liable for **Increased Cost of Working** due to
  - a. failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
  - b. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- 2) The **Insurer** shall not be liable under this Section for loss arising directly or indirectly from
  - a. erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons
  - b. other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from the **Insured Perils** insofar as it is not otherwise excluded

## Conditions

### 1) Debit Recording and Storage

On a monthly basis the **Insured** shall record the total amount of **Outstanding Debit Balances** as set out in business books of account and such record shall be kept elsewhere than the **Insured's Premises**

## Additional Cover

All terms exclusions and conditions of Sections 1 and 2 apply to this Additional Cover in addition to those shown below

### 1. Loss of Licence

This Additional Cover is operative only if stated in the Schedule

The **Insurer** will indemnify the **Insured** for loss of a granted **Licence** being revoked or for the refusal to renew the **Licence** after due and proper application for renewal due to a cause beyond control of the **Insured**

The amount payable shall be

- a) the depreciation in value of the interest of the **Insured** in the **Premises** or the **Business**
- b) the costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** in connection with any appeal in respect of the revoking of or refusal to renew such **Licence**
- c) the loss of **Gross Profit** due to reduction in **Turnover** and **Increased Cost of Working**
  - i. the amount payable in respect of a reduction in **Turnover** shall be the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** shall fall short of the **Standard Turnover** during the Indemnity Period as a result of the loss of **Licence**
  - ii. the amount payable in respect of the **Increased Cost of Working** as a result of the loss of **Licence** not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of any reduction in the **Turnover** thereby avoided

less any sum saved during the *Indemnity Period* in respect of such charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced as a result of the loss of **Licence**

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limit stated in the Schedule for the purposes of this Additional Cover *Indemnity Period* shall mean

The period beginning with the loss of **Licence** and ending not later than twelve months thereafter during which the results of the **Business** shall be affected in consequence of the loss of **Licence** provided that if the **Premises** are disposed of within the 12 months after the loss of **Licence** the Indemnity Period shall terminate either

- i. upon disposal or
- ii. 12 months from the loss of **Licence** whichever is the earlier

## Exclusions

The **Insurer** shall not be liable for

- a) any loss to the **Insured** by virtue of any legislation relating to the **Licence**
- b) any loss arising from the revoking of any extension to the normal opening hours

- c) any loss arising from the revoking of or refusal to renew the **Licence**
  - i. arising from any town or country planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of **Licence(s)**
  - ii. by the misconduct neglect or connivance of the **Insured** or failure by them to take steps necessary for keeping the **Licence** in force
- d) any loss relating directly or indirectly to a personal **Licence** issued to the **Insured** or **Employee** of the **Insured**
- e) any loss arising from the forfeiture of the **Licence** on the suspicion of illegal drug dealing at the **Premises**
- f) any loss arising from forfeiture of the **Licence** caused by alteration of the **Premises** without the consent of the appropriate authority
- g) any loss arising from the **Premises**
  - i. being closed for any period which is not required by law
  - ii. not being maintained in a sanitary condition or satisfactory state of repair
- h) payment of whatever nature due to the licensing authority by the **Insured**

#### Conditions

It is a condition precedent to the **Insurer's** liability for any loss or payment under this Additional Cover that

- a) immediate notice must be given in writing to the **Insurer** by the **Insured** in the event of any
  - i. change in tenancy use or management of the **Premises**
  - ii. transfer or proposed transfer of the **Licence**
  - iii. complaint against the **Premises** or the control of the **Premises**
  - iv. proceedings against or conviction of the **Insured** manager tenant or occupier of the **Premises** for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty moral standing or sobriety
  - v. objection to renewal or other circumstances which might endanger the renewal of the **Licence**
- b) in the event of the revoking or refusal of renewal of the **Licence** the **Insured** must notify the **Insurer** in writing within 24 hours after the order by the authorities of the event which has resulted in forfeiture or refusal of renewal of the **Licence** and also state as far as the **Insured** is able the grounds upon which such order has been made or particulars of such event



### SECTION 3 – EMPLOYER’S LIABILITY

In the event of **Injury** sustained by any **Employee** of the **Insured** caused during the **Period of Insurance** and arising out of and in the course of their employment by the **Insured** for the purposes of the **Business** within the *Territorial Limits* the **Insurer** will indemnify the **Insured** in respect of all sums for which the **Insured** become legally liable to pay as compensation and claimant’s costs and expenses in respect of such **Injury**. The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees**.

#### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation and claimant’s costs and expenses (and **Legal Costs** and **Solicitors’ Fees**) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule.

#### Section Definition

##### **Territorial Limits**

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories in respect of temporary non-manual work undertaken by the **Insured** or any **Employee** ordinarily resident in a) above provided that any action for compensation is brought in a court of law within the territories specified in a) above or any other member country of the European Union
- c) and in respect **Products Supplied** anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurer** provided that the **Products Supplied** are supplied from or are worked upon in the territories specified in a) above

#### Extensions to Section 3

##### 1) Court Attendance Compensation

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer’s** agreement up to a maximum of £250 per day per person.

##### 2) Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director or partner of the **Insured** or any **Employee** against **Legal Costs** incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

##### 3) Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties:

- a) any officer or committee member or other member of the **Insured’s** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding

medical practitioners) against liability incurred in such capacity

- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

#### 4) Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business** against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment the **Insurer** will at the **Insured's** request pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to the **Insurer**

#### 5) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The **Insurer** will indemnify the **Insured** against **Legal Costs** incurred with the **Insurer's** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

## Exclusions

The **Insurer** shall not be liable for

- 1) liability in respect of **Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 2) liability in respect of Injury to any Employee who is working in or on any Offshore Installation or any support vessel for any Offshore Installation or whilst in transit to or from any Offshore Installation or support vessel

### 1) Certificate of Employers' Liability Insurance

If this Policy or Section is cancelled any Certificate of Employers' Liability Insurance is similarly cancelled from the same date

### 2) Compulsory Insurance Legislation

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law

### 3) Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's costs and expenses **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

### 4) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

## SECTION 4– PUBLIC AND PRODUCTS LIABILITY

In the event of accidental

- a) **Injury** to any person
- b) physical loss of or physical damage to material property
- c) obstruction trespass nuisance or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring during the **Period of Insurance** and arising out of ownership of the **Premises** or in the course of the **Business** within the *Territorial Limits* the **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** become legally liable to pay as compensation and claimant's costs and expenses

The **Insurer** will also pay **Legal Costs** and **Solicitors' Fees**

### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation in respect of

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all **Injury** and damage occurring during any one **Period of Insurance** in respect of **Products Supplied**
- c) all **Pollution or Contamination** which is deemed to have occurred during any **Period of Insurance** shall not exceed the Limit of Indemnity stated in the Schedule

Costs inclusive in USA and Canada

Where indemnity is provided by this Section for liability in respect of occurrences in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the Schedule shall be the maximum amount payable and due by the **Insurer** inclusive of all costs and expenses

### Section Definition

#### ***Territorial Limits***

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories in respect of temporary non-manual work undertaken by the **Insured** or any **Employee** ordinarily resident in a) above provided that any action for compensation is brought in a court of law within the territories specified in a) above or any other member country of the European Union
- c) and in respect **Products Supplied** anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurer** provided that the **Products Supplied** are supplied from or are worked upon in the territories specified in a) above

#### Extensions to Section 4

##### 1) Consumer Protection and Food Safety Acts – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured's** request any director partner or **Employee** of the **Insured** against **Legal Costs** incurred with the **Insurer's** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**

Provided that this indemnity shall not apply to

- i. the payment of fines or penalties
- ii. proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- iii. costs or expenses insured by any other policy

##### 2) Court Attendance Compensation

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer's** agreement up to a maximum of £250 per day per person

##### 3) Cross Liabilities

Where the **Insured** comprises more than one party the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each provided that nothing in this Extension shall increase the liability of the **Insurer** beyond the amount for which the **Insurer** would have been liable had this Extension not applied

##### 4) Data Protection Act

The **Insurer** will indemnify the **Insured** against liability at law incurred by the **Insured** under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in such Act) held by the **Insured** provided always that the **Insurer** shall not be liable for

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data

##### 5) Defective Premises Act

The **Insurer** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the **Period of Insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by the **Insured**

Provided that the **Insurer** shall not be liable

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the **Insured** is entitled to indemnity from any other source

## 6) Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against **Legal Costs** incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties

## 7) Indemnity to Other Parties

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) any officer or committee member or other member of the **Insured's** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

## 8) Motor Contingent Liability

The **Insurer** will indemnify the **Insured** against legal liability arising out of the use of any motor vehicle in the course of the **Business** anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man Provided that the **Insurer** shall not be liable for

- a) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any sub-contractor acting for or on behalf of the **Insured**
- b) damage to such vehicle or to goods conveyed in or on it
- c) any vehicle being driven by the **Insured**
- d) any vehicle being driven by any person who to the knowledge of the **Insured** or of the **Insured's** 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
- e) in respect of which the **Insured** is entitled to indemnity under any other insurance

## 9) Overseas Personal Liability

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any director or partner of the **Insured** or any **Employee** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **Business**

The indemnity shall not apply to legal liability

- a) arising out of ownership or occupation of land and buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

#### 10) Personal Liability

This Extension applies only if Section 1 - Material Damage: Additional Cover Domestic Contents, Personal Money and Alternative Accommodation, is operative in the Schedule

The **Insurer** will indemnify the **Insured** in respect of legal liability incurred in a personal capacity by the **Insured** or their resident manager or any of their family permanently residing in the **Premises** for **Injury** or damage to property occurring anywhere within the *Territorial Limits* provided that this Extension shall not apply to liability

- a) excluded under this Section
- b) arising from any profession or business
- c) arising out of the ownership or occupation of land or buildings other than the **Premises**
- d) arising out of injury to the **Insured's** spouse or partner or any member of **Insured's** family permanently residing with the **Insured**
- e) tree felling or lopping operations
- f) the ownership possession or use of any animal (other than cats dogs or horses)
- g) where indemnity is provided by any other insurance

#### 11) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The **Insurer** will indemnify the **Insured** against **Legal Costs** incurred with the **Insurer's** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

### Exclusions

The indemnity granted under this Section shall not apply to

#### 1) Advice and Design

Liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged

#### 2) Damage to Goods

Supplied Liability in

respect of

- a) damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the **Insured**
- b) all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or property or any defective work carried out by or on behalf of the **Insured**

#### 3) Safety Critical Products and Exports to USA and Canada

Liability in respect of

- a) any **Products Supplied** which to the knowledge of the **Insured** are to be used as a safety critical part in connection with aircraft hovercraft aerial or aero spatial devices watercraft drilling platforms or rigs motor vehicles railways railway locomotives or carriages operational areas of gas chemical nuclear petrochemical or power generation plants or mines
- b) any **Products Supplied** knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories

4) Fines

Liability in respect of liquidated damages fines penalties exemplary punitive aggravated or multiplied damages

5) Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**

6) Mechanically Propelled Vehicles

Liability arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy

7) **Pollution or Contamination**

Liability arising

- a) out of **Pollution or Contamination** unless 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** provided that all **Pollution or Contamination** arising out of one incident shall be deemed to have occurred at the time such incident takes place
- b) directly or indirectly by **Pollution or Contamination** occurring in the United States of America or Canada or their dependencies or trust territories

8) Property in the Charge or Control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the **Insured** other than

- a) personal effects or vehicles of any partner director or **Employee** of or visitor to the **Insured**
- b) premises (and their contents) not belonging leased rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
- c) premises (including their fixtures and fittings) leased rented or hired to the **Insured** but this Section does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement



9) Vessels or Craft

Liability arising out of ownership possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in on or through water air or space (other than hand-propelled watercraft)

10) Work on Offshore Installations

Liability in respect of **Injury** loss or **Damage** in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel

11) Notifiable Asbestos

Any liability arising from or in connection with the handling removal stripping out demolition transportation or disposal of Notifiable Asbestos

However, this Section Exception shall not apply to liability arising from

- a) the accidental discovery of materials known or suspected to be Notifiable Asbestos
- b) the investigation of any such suspect material provided that
  - i. immediately upon discovery all handling removal stripping out demolition transportation or disposal of that which is suspected to be Notifiable Asbestos ceases until the composition of all such materials is established
  - ii. any subsequent handling removal stripping out demolition transportation or disposal of Notifiable Asbestos is carried out by a licensed contractor on terms which indemnify the Insured for all liability arising out of such work

12) Manual Work Away

Liability arising from manual work undertaken away from the **Insured's Premises** other than collection or delivery

13) Contractual Liability

Liability which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement

14) Sporting Activities

Liability arising from **Injury** to any person who is participating practising or training in any sporting activity other than billiards darts pool snooker or table tennis

15) Belligerent and Malicious Acts

Liability arising from damage or **Injury** caused by any belligerent or malicious acts of the **Insured** or their **Employees**

16) Burning of Waste

Liability arising directly or indirectly from the burning of waste either at or away from the **Insured's Premises**

## Conditions

### 1) Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's costs and expenses **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

### 2) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

### 3) Bona Fide Subcontractors

It is a condition precedent to any liability of the **Insurer** in respect of injury loss destruction or damage arising out of work carried out on behalf of the **Insured** by bona fide subcontractors commencing during the **Period of Insurance** that the **Insured** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance

- a) Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public Liability insurance covering legal liability for **Injury** to any person other than described in a) above and loss destruction or damage to property with a limit of indemnity of not less than the Limit of Indemnity stated in the Schedule

This condition shall not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Insured** in an emergency and there is insufficient time to obtain a written record from such subcontractor provided that the **Insured** shall obtain verbal confirmation and confirm such confirmation in writing and retain a copy as a written record

### 4) Food Hygiene Condition

It is a condition precedent to any liability of the **Insurer** that where the **Insured's Business** has a food hygiene rating (scores on doors) issued by the Food Standard Agency (FSA) that this score is not below two unless all requirements stipulated by the FSA following their inspection have been fulfilled and a further visit by the FSA inspector is awaited

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