



FARADAY

Commercial Combined Insurance Policy



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INTRODUCTION

This Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** will cover **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 13 (as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years

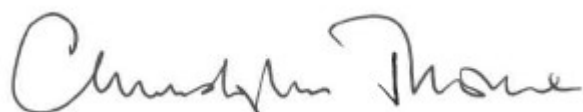
Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 8-14 or as otherwise stated in any particular section or the **Schedule**.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy including the adequacy of the Limits of Liability
- **You** comply with **Your** duties under each section and under the Policy as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information Website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited
For and on behalf of Syndicate 435 at Lloyd's



Christopher Thorne
Chief Underwriting Officer

CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

Information You have given Us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- Where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** will only pay 25% of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

About Us

Your Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited,
Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority

Coverholder who has arranged Your cover

and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at <https://register.fca.org.uk/>

Your Policy has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is:

Suite 3, 4a Southchurch Road
Southend-on-Sea, Essex, SS1 2NE

Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Choice Insurance Agency Ltd acts as agent for **Us** for all matters relating to the performance of B1262BW0184021 which grants Choice Insurance Agency Ltd authority to underwrite insurance on **Our** behalf.

Enquiries

If **You** have a general enquiry regarding **Your** Policy please contact Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**.

How to make a claim

If **You** need to report a claim or an incident that may result in a claim please contact Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 17- 23 for more details.

Things You must do

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 – 22 on pages 17-23 of this Policy. If **You** breach any of these conditions precedent **Our** liability may be suspended, **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

Queries and complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any queries about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Email: faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Telephone: 0207 327 5693

Fax: 0207 327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)

Email: complaint.info@financial-ombudsman.org.uk

	<p>The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect Your right to take legal action.</p> <p>If You have bought Your insurance online, You can also register Your complaint with the Online Dispute Resolution website, which has been set up by the European Commission:</p> <p>https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage</p>
Cancellation	<p>You can cancel this Policy at any time by writing to Choice Insurance Agency Ltd whose contact details are shown in the Schedule. Full cancellation conditions are included in the General Conditions on pages 17-23.</p> <p>We may cancel Your Policy in accordance with its cancellation provisions.</p>
Financial Services Compensation Scheme	<p>We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot pay a claim to You under this Policy. If You are entitled to compensation under the scheme, how much compensation You would receive would depend on the nature of this Policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their Website at www.fscs.org.uk</p>
Data Protection	<p><u>The basics</u></p> <p>We collect and use relevant information about You to provide You with insurance cover and to meet Our legal obligations.</p> <p>This information includes details such as Your name, address and contact details and any other information that We collect about You in connection with the insurance cover from which You benefit. This information may include more sensitive details such as information about Your health and any criminal convictions You may have.</p> <p>Your information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose Your personal information in connection with the insurance cover that We provide and to the extent required or permitted by law.</p> <p><u>Other people's details you provide to us</u></p> <p>Where You provide Us or Your broker with details about other people, for example employees, You must provide this notice to them.</p> <p><u>Your rights</u></p> <p>You have rights in relation to the information We hold about You, including the right to access Your information held by Us. If You wish to exercise Your rights, discuss how We use your information, please use the contact details provided on our full Privacy notice available at the website link below.</p> <p><u>Want more details?</u></p> <p>For more information about how We use your personal information and Your rights please see our full privacy notice, which is available online at the following location:</p> <p>http://www.faraday.com/privacy?c=n</p> <p>If You are unable to obtain the notice via our website, please ask Your broker to contact Us and We will provide the notice to You in a different format</p>
Headings	<p>The section headings used in this Policy are for reference purposes only and will not affect the meaning or interpretation of this Policy.</p>

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions.

Annual Turnover	the Turnover during that period in the 12 months immediately before the date of the Damage
Book Debts	<p>the total figure recorded by You under the provisions of the Debit Recording Condition precedent adjusted for</p> <ol style="list-style-type: none"> bad debts amounts debited (or invoiced but not debited) and credited (including credit noted and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage and any abnormal condition of trade which had or could have had a material effect on the Business <p>The figures adjusted will represent as near as possible the figures which would have been obtained at the date of the Damage had the Damage not occurred</p>
Buildings	all buildings including outbuildings, landlords fixtures and fittings, extensions and annexes, adjoining or communicating boundary walls, gates, fences, hedges terraces, drives and footpaths
Building Works	any works that include removal or alteration of load bearing walls, construction of new Buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation
Business	<p>the Business as described in the Schedule and will include:</p> <ol style="list-style-type: none"> the ownership repair and maintenance of Your Business Property; the provision and management of canteen, social, sports and Welfare activities for Your benefit or the benefit of Your Employees; the provision and management of first aid, fire, security and ambulance services; the performance of private duties carried out by Your Employees with Your written consent for any of Your principals, including directors, partners, or senior officials, <p>and no other business for the purposes of this Policy.</p>
Business Equipment	Computer and Electronic Equipment and peripherals and other electronic office equipment including laser printers, fax machines, photocopiers and telephone installations belonging to You or for which You are responsible.
Business Hours	Your normal working hours and any other period during which You are entrusted with Money whether this is on the Premises or in connection with the Business
Clean Up	means the removal, neutralisation, abatement, or inactivation of any liquids, solids, gases, substances, organisms, thermal irritants, smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.
Claim(s) (when used in Section 12 only)	<p>means receipt by You or by Us on Your behalf of any:</p> <ul style="list-style-type: none"> demand, including the service of suit or institution of arbitration proceedings, for money or services; or notice, written or oral, of intention to make a claim against You; or

	<ul style="list-style-type: none"> allegations from third parties of Environmental Impairment which might give rise to such a claim; or awareness of any Environmental Impairment from which You believe claims are reasonably likely, <p>during the Policy Period as defined in the Schedule.</p>
Consequential Loss	loss resulting from interruption of or interference with the Business carried on by You at the Premises as a consequence of loss or Damage to Property used by You for the purpose of the Business
Computer and Electronic Equipment	all computers, computer installations and systems microchips, integrated circuits, microprocessors, embedded systems hardware and any electronic equipment data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, software, application, process, code, programme, equipment capable of processing data and or similar devices whether physically or remotely connected thereto
Computer Network	a group of Computer and Electronic Equipment and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data .
Customers' Accounts	Your accounts for all customers who trade with You on a credit or hire purchase basis
Damage or Damaged	accidental direct physical loss or destruction of or damage to the Property
Data	<p>all information which is</p> <ul style="list-style-type: none"> (a) electronically stored or (b) electronically represented or (c) contained on any current and back-up Data Storage Materials or other devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions
Data Protection Legislation	Means the General Data Protection Regulation EU 2016/679 (GDPR) and/or the Data Protection Act 2018.
Data Storage Materials	any materials or devices used for the storage or representation of Data including but not limited to disks tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment
Declared Value	Your assessment of the cost of reinstatement of the Property insured at a level of costs applying at the time that such values are required by Us as the basis for the calculation of the Policy premium (ignoring inflationary factors that may subsequently operate) together with insofar as the insurance by the item provides due allowance for debris removal costs professional fees and additional cost if reinstatement to comply with European Community and Public Authority requirements

Employee	<p>a) any person under a contract of service or apprenticeship with You;</p> <p>b) any labour master or labour only sub-contractor or person supplied by any of them;</p> <p>c) any self-employed person;</p> <p>d) any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, You;</p> <p>e) any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;</p> <p>f) any volunteers,</p> <p>whilst working for You in the course of the Business.</p>
Environmental Impairment	means any and all emissions, discharges, dispersals, disposals, seepages, releases, or escapes of any liquids, solids, gases, substances, organisms, or thermal irritants into or upon land, the atmosphere, or any watercourse or body of water, or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.
Environmental Impairment Liability	<p>means any:</p> <ul style="list-style-type: none"> • legal obligation for Environmental Restoration; • legal obligation for Clean Up; • damages on account of Injury; • damages on account for physical loss of or physical damage to Property, including loss of use of Property whether or not physically lost or physically damaged. <p>for any interference with, or diminution of, any environmental right or amenity protected by law, arising out of any Environmental Impairment.</p>
Environmental Restoration	means returning natural resources to, or towards, their original 'baseline' condition and includes primary remediation, complementary remediation and compensatory remediation within the meaning of the EU Environmental Liability Directive.
Estimated Gross Profit	Your estimate of Gross Profit for the financial year (proportionately increased if the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Policy Period
Estimated Gross Revenue	Your estimate of Gross Revenue for the financial year (proportionately increased if the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Policy Period
Excess	the amount specified in the Schedule for which You will be responsible in respect of each and every claim in respect of loss of or Damage to, Property
Failure	<p>any partial or complete reduction in the</p> <p>(a) performance</p> <p>(b) availability</p> <p>(c) functionality</p> <p>(d) the ability to recognise or process any data or time of any</p> <ul style="list-style-type: none"> • website • electronic means of communication • Computer and Electronic Equipment

First Tier Customer	those companies, organisations or individuals with whom at the time of the Damage You have contracts or trading relationships to directly supply Goods or services
First Tier Supplier	those companies , organisations or individuals with whom at the time of the Damage have contracts or trading relationships to directly supply Goods or services to You
Goods	any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by You in the course of the Business
Gross Profit	<p>will mean</p> <p>(a) the combined value of the Turnover closing stock and work in progress less</p> <p>(b) the combined value of opening stock and work in progress and Uninsured Working Expenses</p> <p>the values of opening and closing stocks and work in progress will</p> <p>(i) be calculated using Your usual accounting methods</p> <p>(ii) make due provision for depreciation</p>
Gross Revenue	the receipt of business from all sources
Hauliers Vehicle	any motor vehicle or trailers operated by hauliers and third parties
Heave	upward movement of the ground beneath the Building as a result of the soil expanding
Indemnity Period	the period during which the Business results are affected due to the Damage starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period
Increased Cost of Working	the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover or Revenue which, but for the expenditure, would have taken place during the Indemnity Period as a result of the Damage , but not exceeding the reduction in Turnover or Revenue thereby saved
Injury (when used in Sections 9-13 only)	means bodily injury, death, illness, disease, or shock causing bodily injury.
Insured Person	You or any of Your directors or officers or Employees
Landslip	downwards movement of sloping ground
Loss of data	physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of Data of whatsoever nature in whole or in part including but not limited to Loss of Data resulting from loss or Damage to Computer and Electronic Equipment or Data Storage Materials including while stored on Data Storage Materials
Loss of Limb	<p>means</p> <p>(a) severance at or above the wrist or ankle or</p> <p>(b) total and permanent loss of use of a hand arm foot or leg</p>
Maximum Indemnity Period	the number of months stated in the Schedule

Money	<p>means current</p> <ul style="list-style-type: none"> (a) coin, bank and currency notes, and pre-paid cards (b) postal and money orders, bankers drafts, cheques, and giro cheques (c) crossed warrants, bills of exchange and securities for money (d) postage revenue, national insurance and holiday with pay stamps (e) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (f) credit company sales vouchers, luncheon vouchers, trading stamps, gift tokens and consumer redemption vouchers (g) VAT invoices <p>that is held and for use in the course of business</p>
Non-negotiable Monetary Instruments	cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, postage and revenue stamps, luncheon vouchers, consumer redemption voucher, trading stamps, gift tokens, credit company sales vouchers or VAT invoices
Notifiable human Infectious or Contagious Disease	<p>diseases notifiable under the Health Protection (Notification) Regulations 2010 namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever), Food poisoning, Haemolytic uraemic syndrome, (HUS) Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever</p> <p>No other disease will be added to the above list without Our prior written consent</p>
Occurrence (when used in Sections 1-8 only)	any one loss or series of losses as a result of or attributable to one source or original cause. In respect of perils 7) Storm and 8) Flood an Occurrence shall be defined as any one period of 72 consecutive hours during the Policy Period
Offshore	means from the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.
Own Vehicle	any motor vehicle and or trailer and or container which You own or operate
Personal Data Breach	means a breach of security leading to the accidental destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, transmitted, stored or otherwise processed.
Personal Effects	personal possessions excluding cash, bank notes, credit cards, bullion, medals, watches, jewellery and furs
Physical Bodily Injury (when used in Section 2 only)	will mean actual physical bodily injury by violent and visible means which directly and independently of any other cause results in death or disablement
Premises	the premises as stated in the Schedule .

Policy Period	the period stated in the Schedule .
PRA	means the Prudential Regulation Authority or any successor body or bodies to it.
Property	material property.
Rate of Gross Profit	Gross Profit earned on the Turnover and expressed as a percentage of Turnover during the financial year immediately before the date of the Damage
Rent Receivable	the Money paid or payable to You for accommodation provided in the course of the Business at the Premises
Revenue	the Money paid or payable to You for the Business as stated in the Schedule
Schedule	the Schedule attached to this Policy.
Settlement	downward movement as a result of the soil being compressed by the weight of the Buildings within ten years of construction
Standard Turnover	the Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period
Subsidence	downwards movement of the ground beneath the Buildings other than by Settlement
Tenants Improvements	tenants alterations improvements and decorations owned by You or for which You are responsible
Territorial Limits	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man and any additional geographical areas specified in the Schedule
Terrorism	<p>any act(s), of any person(s) or organisation(s) involving:</p> <ul style="list-style-type: none"> (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; (b) putting the public or any section of the public in fear; <p>in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
Tools	tools tool kits or test equipment which You own or are hired by You or used by You in connection with the Business
Trade Contents and Machinery and Plant	machinery and plant and all other contents belonging to You or held in trust for which You are responsible at the Premises
Transit	<p>the period during which the Property is</p> <ul style="list-style-type: none"> (a) conveyed or temporarily housed in or upon Own Vehicles (b) conveyed by Hauliers Vehicles or in the control of hauliers or third party carriers (c) loaded onto or unloaded from the means of conveyance shown in a) or b) above anywhere within the Territorial Limits including sea and air transits therein
Turnover	<p>Money paid or payable to You for</p> <ul style="list-style-type: none"> (a) Goods sold and delivered

	(b) services provided in the course of the Business at the Premises
Unattended Vehicle	any vehicle with no person in charge or keeping the vehicle under observation and being able to prevent any attempt to interfere with the vehicle
Unoccupied	Buildings that are empty, untenanted, vacant, or no longer in active use or not occupied for a period in excess of more than 30 consecutive days at any point during the Policy Period
Uninsured Working Expenses	means (a) purchases (less any discounts received) (b) discounts allowed and (c) any additional Uninsured Working Expenses stated in the Schedule The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts
Waste Facility	means any Property controlled or uncontrolled, used for the storage, treatment, processing or disposal of wastes, including the parcel of land on, or in which, the facility is located, together with any parcels of land sharing a common border, in common ownership.
We, Us, Our	Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.
You, Your, Yours	the person or persons or corporate body named in the Schedule and includes: a) any subsidiary company which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; b) at Your written request: i. any principal including, any director, partner, or senior official, or any Employee of Yours , while acting on Your behalf, of or in the course of their employment or engagement by You , in respect of liability for which You would have been entitled to insurance under this Policy if the claim against any such person had been made against You ; ii. any officer, member or Employee of Your canteen, social, sports or welfare organisation, or fire, first aid or ambulance service in their respective capacity as such; iii. any principal, including any director, partner or senior official of Yours , in respect of private work carried out by any Employee of Yours for any such person with Your consent; c) in the event of Your death, Your personal representatives in respect of liability incurred by You , provided that such person will, as though they were You , observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements as far as they can apply.

LEGISLATION

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Companies Act 2006	Governs company law in the United Kingdom
Consumer Protection Act 1987	Designed to protect consumers from products that do not reach a reasonable level of safety.
Contracts (Rights of Third Parties) Act 1999	Makes provision for the enforcement of contractual terms by third parties.
The Control of Noise (Code of Practice on Noise from Audible Intruder Alarms) (Revocation) (England) Order 2014	Guidance on the installation and the use of intruder alarms, setting out best practice in avoiding causing noise nuisance from intruder alarms.
Corporate Manslaughter and Corporate Homicide Act 2007	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
Data Protection Act 2018	Controls how an individual's personal information is used by organisations, businesses or the government.
Defective Premises Act 1972	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
Defective Premises (Northern Ireland) Order 1975	Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.
EU Environmental Liability Directive	Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.
Food Safety Act 1990	Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.
GDPR	Controls how an individual's personal data is used by organisations, businesses or the government
Health and Safety at Work etc Act 1974	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

**Health and
Safety at Work
(Northern
Ireland) Order
1978**

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

**The Health
Protection
(Notification)
Regulations
2010**

Any notifiable disease that is required by law to be reported to government authorities. Namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever) Food poisoning, Haemolytic uraemic syndrome, (HUS) Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever

**Road Traffic Act
1988**

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.

**Road Traffic
Northern Ireland
Order 1981**

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

GENERAL CONDITIONS

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated.

Claims conditions	<p>(1). It is a condition precedent to Our liability that You</p> <ul style="list-style-type: none"> (a) Give immediate notice in writing to Us of anything which may give rise to a claim being made under this Policy, or where there is a claim being made against You. (b) Will notify the Police immediately of Damage under Section 1: Material Damage caused by Peril 5) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances if covered by this Policy and notify Us within 7 (seven) days after the Damage. (c) Will notify the Police immediately of Damage under Section 1: Material Damage caused by Peril 6) Malicious persons and/or Peril 13) Theft or attempted theft if covered by this Policy. (d) inform Us of all relevant aspects of the situation as soon as possible without delay and in any event within three working days of You becoming aware of anything that might give rise to a claim under section 12 Environmental Impairment Liability. (e) advise Us in writing without delay if at any time You know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (f) above. (f) Carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption or interference with the Business or to avoid or reduce the loss. (g) Will without delay of becoming aware of the event, occurrence, or any claim made against You, or of the expiry of the Indemnity Period or such further time as We agree, and at Your own expense, deliver to Us; <ul style="list-style-type: none"> i. Full information in writing of the claim ii. Details of any other insurance relating to the claim if known to You iii. All such particulars and information as We may require in relation to any claim notified to Us, and will forward to Us without delay on receipt, every letter, claim form, writ, summons, process, books, records, documents or any other legal papers. <p>If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.</p>
Claims Control	<p>(2). We will be entitled</p> <ul style="list-style-type: none"> (a) to take over and conduct in Your name the defence or settlement of any claim, and may prosecute at Our own expense and for Our benefit any claim for insurance or damages against any other persons, and You will give all information and assistance required. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. No admission of liability or offer, promise or payment will be made without Our written consent.

	<p>Details of how to make a claim are given on page 6</p> <p>(b) to enter take or keep possession of the Premises where Damage has occurred and a claim has been made without incurring any liability or diminishing any of Our rights under this Policy</p> <p>(c) to take possession or require You to deliver to Us any Property that has been Damaged so that We may deal with such Property for all reasonable purposes in any reasonable manner</p> <p>You may not abandon any Property to Us whether We take possession of the Property or not.</p>
Automatic Reinstatement	(3). We will not reduce the Sum Insured stated in the Schedule by the amount of any claim unless otherwise agreed.
Care and prevention	<p>(4). It is a condition precedent that You shall take all care to prevent accidents and to maintain and keep in proper repair Your premises, plant and everything used in the Business. You shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. It is also a condition precedent to liability here hereunder that You must take all reasonable care to act in accordance with all statutory obligations and regulations including Data Protection Legislation and applicable related guidance from the Information Commissioner's Office, and to employ only competent Employees.</p> <p>If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.</p>
Maintenance and Safety	<p>(5). It is a condition precedent to Our liability unless we agree otherwise that You must:</p> <p>(a) comply with current gas safety regulations and laws and at the commencement and throughout the Policy Period You must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. All necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer</p> <p>(b) be in possession at the commencement and throughout the Policy Period of an electrical installation condition report (EICR) that</p> <p>i. covers the whole of the electrical installation(s)</p> <p>ii. is less than three years old and issued by a contractor approved and registered with either the National Inspection Council for Electrical Installation Contractors (NICEIC), Electrical Contractors Association (ECA), National Association of Professional Inspectors and Testers (NAPIT), Electrical Self Assessment (ELECSA)</p> <p>iii. documents that all C1 and C2 deficiencies or defects have been remedied</p> <p>If You breach this condition precedent Our liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.</p>
Risk	(6). It is a condition precedent to Our liability that You will comply and

Improvement Requirements		continue to comply with all risk improvement requirements that have been notified to You and agreed to by, or on, Your behalf. If You breach this condition precedent Our liability will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition We may reject or be unable to deal with Your claim, or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.
Cancellation by You	(7).	<p>We can cancel this Policy by giving You fourteen (14) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):</p> <ul style="list-style-type: none"> (a) non-payment of premium; (b) a change in risk occurring which means that We can no longer provide You with insurance cover; (c) non-cooperation or failure to supply any information or documentation We request; or (d) threatening or abusive behaviour or the use of threatening or abusive language towards Us or any of Our appointed agents. <p>If this Policy is cancelled You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered and a deduction for any commission paid to Your insurance broker. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium, in addition to the deduction for any commission paid to Your insurance broker. If You have made a claim, or one has been made against You or an incident has occurred which may result in a claim, You must pay the full annual premium and You will not be entitled to any refund.</p>
Cancellation by Us		You can cancel this policy which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered and a deduction for any commission paid to Your insurance broker. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium, in addition to the deduction for any commission paid to Your insurance broker.
Other insurance	(8).	We will not make any payment under this Policy where You would be entitled to be paid under any other insurance if this Policy did not exist, except in respect of any amount in excess of the amount that would have been payable under such other insurance had this Policy not been effected. If such other insurance is provided by Us the amount We will pay under this Policy will be reduced by the amount payable under such other insurance.
Changes in circumstances	(9).	<p>You will, without delay, give notice in writing of any change in the information You provided Us with. These include but are not limited to</p> <ul style="list-style-type: none"> (a) any removal of any fire or security protections or building component designed to prevent Damage to the Property (b) where the risk of Damage is increased (c) where there is an alteration in the trade or use of the Premises (d) where the Business is being wound up or carried on by a

	liquidator or receiver or permanently discontinued
	Failing to comply with the above will mean We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.
Governing Law	(10). The laws of England and Wales will apply to this Policy and any attached endorsements unless We agree otherwise with You in writing before issuing the Policy. Any disputes arising under this Policy will be subject to the exclusive jurisdiction of the English Courts.
Contract (Rights of Third Parties) Act 1999	(11). A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
Several Liability	(12). Our obligations under this Policy are several and not joint and We are limited solely to the extent of Our individual subscription. We are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.
Average	(13). Unless specifically stated otherwise in the Schedule each Sum Insured under sections 1 – 8 will be subject to average. Whenever a Sum Insured is subject to average, if at the time of Damage the Sum Insured stated in the Schedule is not enough to replace all of the Property covered as new We may take off an amount to reflect the difference in these values. For example if the covered Property sum insured is equal to 75% of the sum needed to replace all of the Property we may only pay 75% of Your claim. However average will not apply if the cost to replace all of the Property as new at the time of Damage is no more than 115% of the Sum Insured figure.
Security Protections	(14). It is a condition precedent to Our liability that whenever the Premises are closed for Business or left unattended that (a) all security devices mentioned by You in the information initially given to Us are properly fitted and in full operation, and that any central station to which the alarm system is connected has acknowledged the setting signal (b) all keys (including all those relating to the alarm system) are removed from the Premises or placed within a locked safe or strong room and the keys to the locked safe or strong room are removed from the Premises (c) any details of any combination code for a combination lock are put in a locked place and the keys to such locked place are removed from the Premises If You breach this condition precedent Our liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.
Unoccupied Premises	(15). It is a condition precedent to Our liability that whenever the Premises are left Unoccupied that You :

	<ul style="list-style-type: none"> (a) notify Us as soon as You become aware that the Buildings are due to become Unoccupied for a period of 30 days or more (b) have secured the Premises against illegal entry (c) have disconnected all mains services (other than those responsible for maintaining security arrangements) and ensured that all water pipes and tanks are drained down (other than those connected to an operational sprinkler system) (d) have sealed all letterboxes to prevent the insertion of any materials or liquids (e) continue to keep the Premises clear of all moveable combustible material (f) continue to inspect (or appoint an authorised agent to inspect) the Premises at least once a week to ensure that <ul style="list-style-type: none"> i. all defects in maintenance or security are rectified immediately ii. any signs of attempted entry or malicious Damage are reported to Us within 5 working days iii. records of these inspections are kept and available to Us for inspection (g) give Us immediate notice in writing if the Premises ceases to become Unoccupied (h) give Us immediate notice in writing if the Premises ceases to become Unoccupied <p>If You breach this condition precedent Our liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.</p>
Building works	<p>(16). It is a condition precedent to Our liability that You inform Us prior to the commencement of any Building Works, whereby We reserve the right to amend the terms and conditions of this Policy</p> <p>If You breach this condition precedent Our liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition We may reject or be unable to deal with Your claim or be unable to pay Your claim in full. Details of how to make a claim are given on page 6.</p>
Building works (Application use of Heat)	<p>(17). It is a condition precedent to Our liability that where there is use of or application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers during any Building Works (which have been specifically agreed by Us) the following precautions and procedures must be complied with by You and Your contractor(s) on each occasion:</p> <ul style="list-style-type: none"> (a) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material should be covered by sand or over-lapping sheets or screens of non-combustible material (b) at least two adequate and appropriate fire extinguishers, in

Protection Maintenance Clause

proper working order, are kept in the immediate area of the work being undertaken and used immediately in the event smoke or smouldering flames are detected

- (c) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use
- (d) **You** or **Your** contractor appoint someone who will watch for signs of smoke or smouldering or flames and will take immediate steps to extinguish any smouldering or flames discovered either during the works and then for a period of sixty minutes after the works have finished
- (e) where the use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open and appropriate vessel designed for purpose is used and where carried out on a roof the vessel is placed on a non-combustible heat insulating base
- (f) **You** must ensure that the contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit no less than two million pounds

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

- (18). It is a condition precedent to **Our** liability that in respect of any alarm system installed at the **Premises** which has been declared to **Us** or which **We** have required to be installed:

- (a) a maintenance contract is maintained in force throughout the **Policy Period** with the company that installed the alarm system or a company approved by **Us**
- (b) **We** are notified without delay and in writing if **You** receive written notification from a police authority that it may be withdrawing response to alarm calls or **You** are required to abate a nuisance under The Control of Noise (Code of Practice on Noise from Audible Intruder Alarms Revocation England Order 2014)

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

Fire Appliance Maintenance Clause

- (19). It is a condition precedent to **Our** liability that **You** will

- (a) maintain all fire extinguishing appliances contained at the **Premises** in full working order
- (b) notify **Us** without delay of any disconnection or **Failure** of the automatic fire alarm installation which is likely to leave any area without protection for 12 hours or more.

If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

**Automatic
Sprinkler
Installation
Clause**

- (20). It is a condition precedent to **Our** liability that **You** will
- (a) take all reasonable steps to prevent frost and other **Damage** to the automatic sprinkler installation(s) and so far as **Your** responsibility extends, to maintain the installation(s) including the automatic external alarm signal(s) in efficient condition
 - (b) do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property** in the event of any discharge or leakage from said installation(s)
- give **Us** notice when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed
- If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

**Unattended
Machinery and
Plant**

- (21). It is a condition precedent to **Our** liability that **You** will ensure that **Machinery and Plant** designed for the purpose of manufacturing or finishing is not operating when the **Premises** are left unattended
- If **You** breach this condition precedent **Our** liability may be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

**Premium
Adjustment**

- (22). **You** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph on **Your Schedule** for further details

GENERAL EXCLUSIONS

General Exclusions (1) to (11) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Radioactive and nuclear	<p>(1). loss, Damage, Injury, Physical Bodily Injury liability costs or expense of any kind caused by, or contributed to, or arising from,</p> <p>(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component,</p> <p>but as far as concerns Injury to any Employee which arises out of and in the course of their employment or engagement by You this exclusion shall only apply in respect of</p> <p>(c) liability of any principal, including directors, partners or senior officials</p> <p>(d) liability assumed by You by agreement and which would not have attached in the absence of such agreement</p>
War (in respect of Sections 1-8 and 10-13 only)	<p>(2). <u>In respect of Sections 1-8 and 10-12 only</u></p> <p>loss, Damage, Injury, Physical Bodily Injury costs or expenses of any kind caused by or contributed to by or arising from war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to Property by or under the order of any government, or public, or local authority.</p>
Sanctions	<p>(3). we shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</p>
Micro Organism	<p>(4). loss Damage, Injury, Physical Bodily Injury costs or expenses of any kind caused by or contributed by or arising from mould, mildew, fungus, spores or other micro-organisms of any type, nature or description, including but not limited to any substance whose presences poses an actual or potential threat to human health</p>
Punitive Damages	<p>(5). any liability for punitive, multiplied or exemplary damages, fines or penalties</p>
Contractual Liability	<p>(6). any liability which is assumed by You by agreement, unless such liability would have attached in the absence of such agreement</p>
Legal Restrictions	<p>(7). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation</p>
United States of America	<p>(8). any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless You have requested that there shall be no such limitation and have accepted the terms offered by Us in granting such cover, which offer and</p>

**Terrorism
(except as
provided in
Section 9
Extension 3)**

- (9). acceptance must be subject to specific endorsement to this Policy.
loss, **Damage, Injury, Physical Bodily Injury** liability cost or expense of any kind caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to loss, **Damage**, injury, liability cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

Asbestos

- (10). loss, **Damage, Injury, Physical Bodily Injury** costs or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

In respect of Sections 1-8

this exclusion will not apply to asbestos physically incorporated in **Buildings** insured, and then only that part of the asbestos which has been **Damaged** during the **Policy Period** by one of the following perils:

1) fire; 2) lightning or earthquake; 3) explosion; 4) aircraft and other aerial devices or articles dropped from them; 5) riot or civil commotion, strikers, locked out workers or persons taking part in labour disturbances 6) malicious persons; 7) storm; 8) Flood; 9) escape of water from any tank apparatus, pipe or sprinkler system; 10) impact; and 11) falling trees 12) escape of fuel from any fixed oil heating installation

This coverage is subject to each of the following specific limitations:

(a) The **Building** or structure must be insured under this Policy for **Damage** by that peril.

(b) The peril must be the immediate, sole cause of the **Damage** of the asbestos.

(c) You must report to **Us** the existence and cost of the **Damage** as soon as practicable after the peril first **damaged** the asbestos. However, **We** will not cover **You** for any such **Damage** first reported to **Us** more than 12 (twelve) months after the expiration, or termination, of the **Policy Period**

(d) Cover under this Policy in respect of asbestos shall not include any sum relating to

- i. Wear and tear or any faults in the design, manufacture or installation of the asbestos;
- ii. asbestos that has not suffered physical **Damage** by the perils mentioned above
- iii. Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment management, repair, replacement or removal of any asbestos (whether this has suffered **Damage** or not)

In respect of Sections 9 -12

this exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay,

Pollution (In respect of Sections 1-8 and 10-11 only)

upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work

(11). In respect of Sections 1-8

loss **Damage, Injury, Physical Bodily Injury** costs or expenses of any kind caused by or contributed to by or arising from pollution to

- (a) Any **Property** owned by **You** or for which **You** are responsible: or
- (b) Any land or **Premises** (included land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **You**

And clean-up following pollution which causes **Damage** to

- (c) Any **Property** owned by **You** or for which **You** are responsible
- (d) Any land or **Premises** (including land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **You**

In respect of Sections 10- 11

any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**

EXCLUSIONS APPLICABLE TO SECTIONS 1-8 ONLY

General Exclusions (12) to (17) shall only apply to Sections 1-8 of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Northern Ireland

- (12). loss, **Damage, Physical Bodily Injury** cost or expense of any kind in Northern Ireland caused directly or indirectly by riot, civil commotion and strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

Cyber loss

- (13). any loss, **Damage, Physical Bodily Injury**, liability, costs, expense, fines or penalties or any other amount directly or indirectly caused by, contributed to by, resulting from or arising out of:
 - (a) the use or operation of any **Computer and Electronic Equipment, Computer Network or Data**;
 - (b) the reduction in or loss of ability to use or operate any **Computer and Electronic Equipment, Computer Network or Data**;
 - (c) access to, processing, transmission or storage of any **Data**, or

	<p>Loss of Data;</p> <p>(d) inability to access, process, transmit or store any Data;</p> <p>(e) any threat of or any hoax relating to (7). a to (7).d above;</p> <p>(f) any error or omission or accident in respect of any Computer and Electronic Equipment, Computer Network or Data.</p> <p>This exclusion will not apply to Damage arising out of Peril 1) Fire or 3) Explosion directly caused by loss, Damage, destruction, distortion, erasure, corruption or alteration of Computer and Electronic Equipment or Data</p>
Invalid Payments	(14). Any claims in respect of the loss of Your Property or of Property for which You are responsible if the cause of loss is non-payment or invalid payment for the Property by the third party after hand-over or release of the Property by You or on Your behalf to such third party or such third party's agent or representative
Biological or Chemical materials	(15). loss Damage, Physical Bodily Injury costs or expenses of any kind caused by or contributed to by or arising from the actual or threatened use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence
Electronic Date recognition	<p>(16). loss Damage, Physical Bodily Injury costs or expenses of any kind caused by or contributed to by or arising from</p> <p>(a) the calculation, comparison, differentiation, sequencing or processing of Data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer systems, hardware programme or software and/or any microchip, integrated circuit or similar device in Computer and Electronic equipment or non-computer equipment, whether it is Your Property or not</p> <p>(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software, and/ or any microchip, integrated circuit or similar device in Computer and Electronic equipment or non-computer equipment, whether it is Your Property or not.</p> <p>This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, Damage, cost, claim or expense</p>
Communicable Disease Exclusion	(17) any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.

EXCLUSIONS APPLICABLE TO SECTIONS 10-12 ONLY

General Exclusions (18) to (22) shall only apply to Sections 10-12 of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Employment	(18). Injury sustained by an Employee which arises out of and in the course of their employment or engagement by You .
Defective Workmanship	(19). Loss of, or Damage to, or any costs or expenses incurred in replacing, removing, rectifying, recalling or making any refund in respect of Goods
Watercraft, Aircraft and Offshore	(20). Liability arising from Goods used with Your knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or Offshore structures
Removal of hazardous materials	(21). Injury , loss, Damage , cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health
Communicable disease exclusion	(22). any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

SECTION 1: MATERIAL DAMAGE

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Transfer of Interest

- (1). If at the time of **Damage** to the **Buildings** covered under this Section **You** have entered into a contract to sell **Your** interest in it but
 - (a) The contract has not yet completed and;
 - (b) The **Buildings** have not yet been insured by or on behalf of the purchaser and;
 - (c) The purchase is subsequently completed

We will cover the purchaser to the extent that this Section covers the **Buildings** for a period of up to 12 months but never to exceed the **Policy Period**

This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase

Basis of Re-instatement

- (2). Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim will be the reinstatement of the **Property** lost or **Damaged** subject to the following conditions
 - (a) If the **Property**, other than stock or motor vehicles, pedal cycles or personal items is lost or **Damaged** **We** will pay for its rebuilding or replacement by similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new

If such **Property** covered is only partially **Damaged**, **We** will pay for the replacement or repair of the **Damaged** portion to a condition as good as, but not better or more extensive than, its condition when new

However **We** will not pay more than **We** would have done if the **Property** had been completely lost or **Damaged**

If at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **We** will only pay for removal of debris costs

In relation to stock, motor vehicles or pedal cycles **We** will pay for the value at the time of **Damage**. This shall not be assessed by reference to the sale or resale value other than as expressly stated in point (3) Contract Sale Price below
 - (b) The **Property** covered may be replaced on another site and in a manner suitable to **Your** needs but must not increase **Our** liability
 - (c) All work must be carried out as quickly as possible
 - (d) **We** will not cover **You** under this clause
 - i. If **You** or someone acting on **Your** behalf have insured the **Property** under another Policy which does not have the

	same basis of reinstatement
	ii. If You do not comply with any of the terms of this clause
Contract Sale Price	(3). If Goods sold but not delivered for which You are responsible suffer Damage covered by this Section, and because of this, the contract of sale is cancelled under the conditions of sale, We will cover You on the basis of the contract price for the Goods which have suffered Damage
Subrogation Waiver	(4). In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against <ul style="list-style-type: none"> (a) Any company whose relationship to You is either a parent or subsidiary or subsidiary to parent (b) Any company which is a subsidiary of a parent company of which You are a subsidiary as defined in, or within the meaning of the Companies Act 2006 current at the time of the Damage

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement for Damage to the Property provided that the Damage:</p> <ul style="list-style-type: none"> a) is caused by one or more of the INSURED PERILS numbered 1 to 13 and listed below for which cover is provided in the Schedule; and b) occurs during the Policy Period <p>INSURED PERILS</p> <ul style="list-style-type: none"> 1) Fire 2) Lightning or earthquake 3) Explosion 4) Aircraft and other aerial devices or articles dropped from them 5) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances 6) Malicious persons 7) Storm any one Occurrence 8) Flood any one Occurrence 9) Escape of water from any tank apparatus, pipe or sprinkler system 	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) more than the Sum Insured on each item or b) the total Sum Insured <p>or</p> <ul style="list-style-type: none"> c) any other maximum amount payable or the limit specified in the Schedule d) the Excess specified in the Schedule <p>We will not cover You under this Section for Damage caused by or consisting of:</p> <ul style="list-style-type: none"> a) an existing or hidden defect in the Property b) gradual deterioration or wear and tear c) frost or change in the water table d) faulty design of the Property or faulty materials used in its construction e) faulty workmanship, operating error or omission by You or any of Your Employees

<p>10) Impact</p> <p>11) Falling trees</p> <p>12) Escape of fuel from any fixed oil heating installation</p>	<p>f) the bursting of a boiler or other equipment not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control - We will pay You in respect of any subsequent Damage which results from perils 1) Fire or 3) Explosion not otherwise excluded</p> <p>g) Damage caused by pressure waves from aircraft or other devices</p> <p>h) nipple or joint leakage or Failure of welds</p> <p>i) mechanical or electrical breakdown</p> <p>j) Damage to gates, fences or moveable Property in the open caused by wind, rain, hail, sleet, snow or flood</p> <p>K) Subsidence, Heave or Landslip unless resulting from 1) Fire, 3) Explosion, 2) Lightning or earthquake or 9) Escape of water from any tank apparatus pipe or sprinkler system</p> <p>l) Settlement</p> <p>m) Building Works unless agreed by Us prior to the commencement of such works.</p> <p>n) Damage whilst the building is Unoccupied unless otherwise agreed by Us.</p> <p>o) Damage to jewellery, precious stones, precious metals, bullion, furs, curiosities, bonds, negotiable documents, securities or medals</p> <p>p) Damage to roads, pavements, piers, jetties, bridges, culverts or excavations</p> <p>q) Damage to animals, growing or standing crops or trees</p> <p>r) Consequential Loss or Damage of any kind</p> <p>s) any and all Damage pre-existing prior to the inception of this Policy to Property insured hereunder.</p> <p>t) Damage to glass (unless specified under Material Damage extensions)</p> <p>t) malicious damage caused by Your tenant in excess of £10,000, or</p>
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<p>13) Theft or attempted theft which involves</p> <ul style="list-style-type: none"> a) violent and forcible entry to the Premises b) violence, or the threat of violence against You or any Insured Person or Employee by You 	<p>where the tenant has deliberately tampered with the electrical installations and/or the fixed water tanks apparatus or pipes at the premises</p> <p>In relation to insured peril 13) Theft or attempted theft in addition to the exclusions stated above We will not insure You for</p> <ul style="list-style-type: none"> a) theft to moveable Property in the open, or in open sided Buildings or compounds unless expressly agreed in the Schedule b) theft from yards, open sided Buildings, compounds or other open spaces unless specifically mentioned in the Schedule c) theft where the Premises are Unoccupied d) unexplained disappearance e) inventory shortage f) misfiling, misplacing of information or clerical error g) theft or attempted theft of Property or Tools from an Unattended Vehicle unless such vehicle is garaged in a secured locked building, or a compound with secured walls and fences and secured gates h) theft or attempted theft of Property or Tools from an Unattended Vehicle where all of the openings of the vehicle are not locked and / or the keys have not been removed from the vehicle and the Property has not been concealed from view i) theft or attempted theft of Property or Tools from, or in, a soft-topped or open-topped vehicle or trailer, or open-sided or curtain-sided vehicle or trailer unless the vehicle or trailer is stolen at the same time
<p>PROFESSIONAL FEES</p> <p>We will pay You in respect of professional fees necessarily payable by You for reinstating or</p>	<p>We will not cover You under this Section for:</p>

repairing the Property following Damage caused by this Section	<ul style="list-style-type: none"> a) fees that are payable under another policy b) fees that are required in preparing a claim
TEMPORARY REMOVAL OF DOCUMENTS AND COMPUTER SYSTEMS RECORDS We will pay You for Damage to documents and Data under this Section while temporarily removed to any Premises not owned by You in the Territorial Limits specified in the Schedule We will pay You up to an amount of £50,000 any one loss	We will not cover You under this Section for <ul style="list-style-type: none"> a) Property removed for more than 90 consecutive days unless otherwise agreed
DAMAGE TO PROPERTY WHILST TEMPORARILY REMOVED FOR CLEANING, RENOVATION OR REPAIR We will pay You for Damage to the Property while temporarily removed for cleaning, renovation or repair to <ul style="list-style-type: none"> a) another part of the Premises b) any other Premises in the Territorial Limits We will pay You up to an amount of 10% of the Sum Insured for each item covered	We will not cover You under this Section for <ul style="list-style-type: none"> a) Stock or Computer and Electronic Equipment b) Property insured elsewhere c) Property removed for longer than 30 days d) Damage to any motor vehicle or motor chassis licensed for normal road use e) Damage to moveable Property in the open or in open sided Buildings and compounds in respect of perils 7) Storm and 8) Flood and 13) Theft
REMOVAL OF DEBRIS / DISMANTLING, SHORING UP COSTS We will pay You for costs and expenses You are required to pay with Our consent in relation to <ul style="list-style-type: none"> a) removal of debris b) dismantling or demolishing c) shoring up or propping of the parts of the Property which have suffered Damage under this Section	We will not cover You under this Section for costs and expenses <ul style="list-style-type: none"> a) You are required to pay for removing debris from anywhere other than the site of the Damage and the area immediately next to it b) more specifically insured elsewhere
DAMAGE IN RESPECT OF UNDERGROUND PIPES AND CABLES We will pay You for Damage to underground pipes and cables which extend from the building to the public mains We will pay You up to a maximum of 10% of the	We will not cover You under this Section for <ul style="list-style-type: none"> a) the cost of maintenance

<p>Buildings Sum Insured</p>	<p>b) Damage caused by corrosion, rust or rot</p> <p>c) Damage caused by vermin or insects</p> <p>d) Damage caused by atmospheric or climatic conditions</p> <p>e) Damage caused by normal shrinkage</p>
<p>CUSTOMERS GOODS IN CARE CUSTODY AND CONTROL</p> <p>We will pay You for Damage to customers Goods, or Goods for which You become legally responsible whilst temporarily in Your custody and control and You have accepted responsibility</p>	<p>We will not cover You under this Section where the Goods are more specifically insured elsewhere</p>
<p>ACCIDENTAL DISCHARGE OF WATER FROM THE METERED WATER SYSTEM</p> <p>We will pay for charges You are required to pay if water is accidentally discharged from the metered water system providing services to the Premises</p> <p>We will pay You up to a maximum of £2,500 any one claim</p>	
<p>DAMAGE TO DOCUMENTS AND COMPUTER SYSTEM RECORDS</p> <p>We will pay You for Damage to documents manuscripts Business books and computer system records</p> <p>We will pay You up to a maximum of £5,000 any one claim</p>	
<p>DAMAGE TO PATTERNS, MODELS, MOULDS, PLANS AND DESIGNS</p> <p>We will pay You for Damage to patterns, models, moulds, plans and designs but only for the value of the materials and the cost of labour and computer time spent in reproducing them</p> <p>We will pay You up to a maximum of £5,000 any one claim</p>	<p>We will not cover You under this Section for</p> <p>a) expenses in connection with producing information to be recorded</p> <p>b) the value to You of any information lost</p>
<p>DAMAGE TO RARE BOOKS AND WORKS OF ART</p> <p>We will pay You for Damage to rare books and or works of art</p> <p>We will pay You up to a maximum of £2,000 any one item and £10,000 any one claim</p>	

<p>UNAUTHORISED USE OF UTILITIES</p> <p>We will pay You the cost of metered electricity, gas or water for which You are legally responsible for arising from its unauthorised use by persons taking possession keeping possession or occupying the Property covered without Your authority provided that You shall take all practical steps to terminate such unauthorised use as soon as it is discovered.</p> <p>We will pay You up to a maximum of £10,000 any one Policy Period</p>	
<p>DAMAGE TO OTHER CONTENTS</p> <p>We will pay You for Damage to all other contents which includes</p> <ul style="list-style-type: none"> a) trade samples held at the Premises b) wines, spirits, cigarettes and tobacco held by You for Your own private entertainment purposes c) personal belongings, pedal cycles, tools and instruments belonging to You or any of Your directors, Employees, customers or visitors but only if they are not more specifically insured <p>We will pay You up to a maximum of £500 any one claim</p>	
<p>ADDITIONAL COSTS IN COMPLYING WITH LEGISLATION</p> <p>We will pay You in for additional costs in reinstating the Property (including Damaged portions) necessary to comply with any</p> <ul style="list-style-type: none"> a) European Union Legislation b) Act(s) of Parliament c) Bye-Laws of any Public Authority <p>Work must begin and be carried out as quickly as possible</p> <p>Work may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability</p> <p>The maximum We will pay You in respect of this Section is the Sum Insured for Property which has suffered Damage, and 15% to undamaged portions of the Property</p>	<p>We will not cover You under this Section for costs You are required to pay</p> <ul style="list-style-type: none"> a) in respect of Damage not covered by this Section b) where notice was served to You before the Damage occurred c) where an existing requirement must be completed within a stipulated period d) in respect of Property or parts of the Property which have not suffered Damage e) for any charge or assessment arising from capital appreciation following compliance with the legislation
<p>DAMAGE TO BUILDINGS IN THE COURSE OF ERECTION</p> <p>We will pay You in respect of Damage to</p> <ul style="list-style-type: none"> a) any newly acquired or newly erected Buildings in the course of erection and Trade Contents 	<p>We will not cover You under this Section for any Property for which a building contractor is responsible</p>

<p>and Machinery and Plant insofar as the same are not otherwise insured</p> <p>b) alterations, additions and improvements to Buildings and Trade Contents and Machinery and Plant but not in respect of any appreciation of value</p> <p>We will pay You for an amount up to 10% of the total Buildings and Trade contents and machinery and plant Sums Insured covered under this Section or a maximum of £250,000, whichever the lower amount</p>	<p>You will declare to Us the date and value of such additions, alterations and improvements at intervals of not more than 6 months upon which an additional premium may be required</p>
<p>COSTS IN RESPECT OF CLEARING AND CLEANING OF DRAINS, GUTTERS AND SEWERS</p> <p>We will pay for costs and expenses You are required to pay following Damage covered by this Section, in respect of clearing and cleaning of drains sewers and gutters</p>	
<p>COSTS AND EXPENSES IN REPLACING, REFILLING OR RECHARGING EXTINGUISHING EQUIPMENT</p> <p>We will pay for costs and expenses You are required to pay for refilling, recharging, replacing any extinguishing materials and equipment when You, and or Your authorised agent, or the fire brigade attempt to extinguish or minimise a loss</p> <p>We will pay You up to a maximum of £2,500 any one claim</p>	<p>We will not cover You under this Section for</p> <p>a) costs and expenses that can be recovered from the public authority responsible</p> <p>b) where equipment is not maintained in efficient working order</p>
<p>COSTS FOR CHANGING LOCKS</p> <p>We will pay for costs You are required to pay for in changing locks at the Premises following loss of keys, including safe keys by Peril 13) theft or attempted theft at the Premises Your home or the home of a director of Your company or the home of an Employee of Your company</p> <p>We will pay You up to a maximum of £2,500 any one claim</p>	<p>We will not cover You under this Section if</p> <p>a) the keys were left on the Premises overnight</p> <p>b) the keys were not kept in a secure place away from the safe whilst the Premises are occupied</p>

SECTION 1A: EXTENSIONS TO MATERIAL DAMAGE SECTION

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. ACCIDENTAL DAMAGE</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement, against accidental Damage caused by any cause other than INSURED PERILS 1 to 13</p>	<p>The Excess specified in the Schedule</p> <p>In relation to Extension 1 Accidental Damage and IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS STATED IN SECTION 1 ABOVE We will</p>

What is covered	Limitations and exclusions
	<p>not cover You for Damage caused by or consisting of</p> <ul style="list-style-type: none"> a) Damage to motor vehicles and accessories in or upon the vehicles, explosives livestock, bonds, negotiable documents or securities except as expressly itemised in the Schedule b) vermin or insects, mould or fungus c) corrosion, rust or rot d) shrinkage, evaporation or loss of weight e) dampness or dryness f) scratching g) unexplained disappearance or inventory shortage, misfiling, misplacing of information or clerical error h) inherent or latent defect i) Damage to Money j) the Property undergoing any process of production, packing, treatment, testing, commission, servicing or repair k) Damage to glass, glassware, china, earthenware, marble, or other fragile or brittle objects l) Damage to computer records m) change in temperature, colour, flavour, texture or finish n) Damage to any part of any item of Property caused by its own ignition, electrical breakdown or burn out o) Damage to any vending machines, ATM machines, or coin operated machines as a result of insertion of a foreign object including counterfeit coins
<p>2. GLASS</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement for</p> <ul style="list-style-type: none"> a) breakage (including the cost of boarding up) of glass at the Premises 	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) more than the Sum Insured on each item or b) the total Sum Insured

What is covered	Limitations and exclusions
<ul style="list-style-type: none"> b) Damage at the Premises to contents of display windows c) Damage at the Premises to window and door frames d) the cost of removing and reinstating obstructions to replacing glass e) the cost of replacing alarm foil lettering, embossing, silvering, or other ornamental work on the glass up to £500 	<ul style="list-style-type: none"> or c) any other maximum amount payable or the limit specified in the Schedule d) the Excess specified in the Schedule <p>We will not cover you under this Section for breakage of glass in</p> <ul style="list-style-type: none"> a) light fittings b) vehicles c) vending machines d) stock <p>or breakage of glass where</p> <ul style="list-style-type: none"> a) the Premises are Unoccupied b) it is in transit or being fitted c) it is caused by workmen carrying out alterations or repairs to the Premises d) Damage is caused by scratching, gradual deterioration, wear and tear, or there has been a change in the colour or the finish e) the glass is only chipped or scratched
<p>3. SUBSIDENCE</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement for Damage to the Property insured caused by Subsidence, Heave or Landslip at the site of the Property</p> <p>Where there is Damage to the Building this Section is extended to include</p> <ul style="list-style-type: none"> a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios b) walls, gates, hedges or fences 	<p>The Excess specified in the Schedule</p> <p>We will not pay You where Damage is caused by</p> <ul style="list-style-type: none"> a) collapsing, cracking, shrinking or Settlement b) coastal or river erosion c) defective design or inadequate construction of foundations d) demolition, structural alteration, or repair e) Settlement or movement of made up ground <ul style="list-style-type: none"> f) movement of solid floor slabs (unless there is Damage to the foundations beneath the exterior walls of the Premises at the same time)

What is covered	Limitations and exclusions
<p>4. DAY ONE (NON ADJUSTABLE)</p> <p>For each item of the Property covered with a Declared Value as stated in the Schedule We agree to add the following term to the Basis of Reinstatement condition on page 24</p> <p>" e) if at the time of rebuilding or replacement the Sum Insured figure (calculated by applying the day one uplift percentage to the Declared Value) is within the amount it would take to replace the whole of the Property We will not apply average "</p> <p>You must notify Us of the Declared Value at the start of each Policy Period. In the event that You do not advise Us, We will use the last Declared Value notified to Us</p>	

SECTION 2: MONEY AND ASSAULT

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Records and Key Security

- (1). It is a condition precedent to **Our** liability that **You** must
- (a) Keep a complete record of **Money** and store this in a secure place other than in a safe or strong room containing **Money**
 - (b) Keep the safe or strong room locked with the keys removed from the **Premises** outside of **Business Hours** unless the **Premises** is occupied by **You** or any of **Your** authorised **Employees** in which case the keys will be kept in a secure place away from any safe or strong room
- If **You** breach this condition precedent **Our** liability for this section will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

Money in transit

- (2). With regards to **Money** in transit it is a condition precedent to **Our** liability that **You** must ensure that it is
- (a) Accompanied by more than one able bodied adult if the value of the **Money** exceeds £3,500
 - (b) Entrusted to a professional security company if the value of the **Money** exceeds £10,000
- If **You** breach this condition precedent **Our** liability for this section will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

Medical Evidence

- (3). **We** may require
- (a) **You** or **Your Employee** to undergo a medical examination or post mortem
 - (b) **You** or **Your** legal representative to supply **Us** at **Your** expense any certificate, information and evidence that **We** might require

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>We will pay You for loss or Damage in respect of</p> <ol style="list-style-type: none"> Non-negotiable Monetary Instruments up to a maximum value of £100,000 Money in transit or in a bank night safe until removed by a bank official Money on contract sites which You or any of Your Employees are working on Money at Your or any Employees homes up to a maximum of £500 Money on the Premises during Business Hours Money contained in a locked safe outside of Business Hours Money not contained in a locked safe outside of Business Hours <p>The Money or Non-negotiable Monetary Instrument must:</p> <ol style="list-style-type: none"> belong to You be Your responsibility and in connection with the Business whilst <ul style="list-style-type: none"> in transit in the custody of collectors for 24 hours from the time they receive it until the next working day whichever the later in a bank night safe until removed by the bank 	<p>We will not cover You under this Section for:</p> <ol style="list-style-type: none"> More than the Sum Insured on each item or the total Sum Insured <p>or</p> <ol style="list-style-type: none"> any other maximum amount payable or the Limit specified in the Schedule the Excess specified in the Schedule loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or Consequential Loss of any kind loss of Money from Unattended Vehicles loss of Money from any vending or gaming machine unless specifically stated in the Schedule loss due to Your or any of Your Employees' dishonesty forging, fraudulent alteration or substitution or fraudulent use of computer or electronic transfer any payment which proves to be counterfeit, false, invalid, uncollectible, irrecoverable for any reason Damage caused by any You or any of Your Employees unless discovered within 7 working days of the date the Damage was caused loss of counterfeit Money Damage to Money or Non-negotiable Monetary Instruments from peril 13) Theft unless accompanied by forcible and violent entry into or exit from the Premises or the threat of violence
<p>COST OF REPAIR, REPLACEMENT TO ANY PERSONAL BELONGINGS OR SAFE / STRONGROOM</p> <p>Following theft or attempted theft We will pay You for the cost of replacement or repair following loss or Damage to</p> <ol style="list-style-type: none"> any safe or strong room any case, bag or waistcoat used for carrying Money 	

What is covered	Limitations and exclusions
<p>c) clothing or personal belongings owned by You or any of Your Employees up to £100 per individual item with a total maximum of £500 per person</p>	
<p>COMPENSATION FOR PHYSICAL BODILY INJURY</p> <p>We will compensate the Insured Person who suffers Physical Bodily Injury up to the amounts specified below following a claim under Peril 13) theft, attempted theft, violence or the threat of violence in the normal course of the Business which results in Physical Bodily Injury causing</p> <p>a) death - £25,000</p> <p>b) total and permanent loss of sight in one or both eyes - £25,000</p> <p>c) total or permanent loss of hearing in one or both ears - £25,000</p> <p>d) loss of one or more limbs -£25,000</p> <p>e) any other total and permanent disablement which prevents You or any Insured Person from pursuing their normal occupation for £25,000</p> <p>f) total or partial disablement which prevents You or any Insured Person from pursuing their normal occupation up to an amount of £100 per Week at 4 Weekly intervals (maximum of 2 years from date disablement) which will end if payment made under contingencies a - e</p>	<p>We will not cover you under this Section for:</p> <p>a) anything caused by or contributed to any pre-existing defect infirmity illness or disease</p>

SECTION 3: PROPERTY IN TRANSIT

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Your Duty of Care

- (1). It is a condition precedent to **Our** liability that **You** must
 - (a) only employ drivers with valid driving licenses for the vehicles they operate
 - (b) take all reasonable measures to
 - i. prevent **Damage**
 - ii. secure loads properly
 - iii. maintain **Your Own Vehicle** is suitable for the purpose for which it is to be used
 - (c) allow **Us** access to examine any of **Your Own Vehicles** or **Your Premises** from which **You** operate
 - (d) maintain all vehicles used by **You** for the carriage of **Property** in transit in good condition
 - (e) retain rights of recourse or redress against any person engaged under contract to convey the **Property** in transit

If **You** breach this condition precedent **Our** liability for this section will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

Basis of Re-instatement

- (2). If the **Property** in transit is under invoice at the time of **Damage**
 - (a) the actual invoice value to **You** together with such costs and charges (including **Your** commission as selling agent) as may have accrued and become legally due with respect to **Property** dispatched to **You** or for **Your** account; or
 - (b) the amount of **Your** invoice, including prepaid or advanced freight, with respect to **Property** that has been sold by **You** and is being dispatched to or for the account of the purchaser by **You**
- (3). If the **Property** in transit is not under invoice at the time of **Damage**,
 - (a) the replacement of **Property** in transit lost or destroyed by the closest equivalent **Property** available or the repair or restoration of damaged **Property** in transit to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new, provided that with respect to any manuscripts or documents in respect of which **We** agree to pay **You** under this section
 - i. the value of materials as stationery
 - ii. the cost of clerical labour in reproducing or writing up such documents
 - iii. the costs necessarily and reasonably incurred in connection with the reproduction of any information to be

Basis of Re-instatement	<p>recorded</p> <p>(4). If the invoice value or cost of replacement, repair or restoration of Property in Transit in respect of any load or consignment exceeds the Sum Insured, Our liability in the event of Damage to which this Section applies will not exceed the proportion that the Sum Insured bears to the full cost of reinstatement, replacement, repair or restoration and You will be liable for the remaining proportion and any further amount that exceeds that Sum Insured</p>
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<u>What is covered</u>	<u>Limitations and exclusions</u>
<p>SCOPE OF COVER</p> <p>We will cover You during the Policy Period in respect of Damage to Property which includes</p> <ul style="list-style-type: none"> a) Your own sheets, ropes, chains, toggles, or packing materials whilst carried on Your Own Vehicle or a hauliers vehicle b) Your or Your drivers or any Employees Personal effects in or from Your Own Vehicle up to a maximum of £250 c) Tools in or from Your Own Vehicle and whilst temporarily stored during transit <p>whilst in transit or by means of transit whilst loading and unloading whilst temporarily stored during transit</p> <p>We agree to cover You following collision, overturning or impact of any vehicle during the Policy Period in respect of costs and expenses You are required to pay</p> <ul style="list-style-type: none"> a) in removing debris b) in site clearance c) for transhipment and recovery charges <p>up to a maximum of £5,000 any one Occurrence</p>	<p>We will not cover You under this Section for Damage to Property:</p> <ul style="list-style-type: none"> a) over and above the Sum Insured or any maximum limit specified in the Schedule for each item b) the Excess specified in the Schedule. c) Tools and Personal Effects whilst temporarily stored during transit for a period greater than 14 days. d) where the theft or attempted theft of the Property Tools or Personal Effects occurred to an Unattended Vehicle between the hours of 21.00 and 06.00 at the location of the vehicle unless such vehicle are in garages in a secured locked building, or a compound with secured walls and fences and secured gates e) where the theft or attempted theft of the Property Tools or Personal Effects from Unattended Vehicles occurred as a result of the openings of the vehicle not being locked and / or the keys hadn't been removed. f) where the theft or attempted theft was not violent and forcible or did not involve violence or the threat of violence against You Your drivers or any of Your Employees g) where the theft or attempted theft of the Property, Tools, or Personal Effects is from, or in, a soft-topped or open-topped vehicle or trailer, or open-sided or curtain-sided vehicle or trailer, unless the vehicle or trailer is stolen at the same time h) where the Property Tools or Personal Effects were not concealed from view. i) in transit for hire or reward j) as a result of vibration, denting or scratching

	<p>We will not cover you under this Section for:</p> <ul style="list-style-type: none"> k) defective or inadequate packing, insulation or labelling l) evaporation or ordinary leakage m) vermin, wear and tear or gradual deterioration or contamination n) an existing or hidden defect o) delay p) inadequate documentation q) any financial loss arising out of Damage or loss to Property in transit r) the Property's own mechanical, electrical, electronic or electromagnetic derangement s) shortage in weight t) deterioration or variation in temperature, unless caused as a result of a road traffic collision u) confiscation, requisition, destruction by order of any government or public authority v) losses arising out of riot, civil commotion, strikes, lockouts or labour disturbances w) occurring outside the Territorial Limits or outside the scope of the Business x) audio or visual equipment mobile phones tablets y) non-ferrous metals in scrap and/or ingot form z) patterns, models, moulds, plans or designs aa) furs, jewellery, precious stones, precious metals or bullion bb) curiosities, works of art or rare books cc) Money
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SECTION 4: DETERIORATION OF STOCK

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Annual Maintenance contract

- (1). It is a condition precedent to **Our** liability that **You** must ensure that any refrigerant unit at the **Premises** is maintained by the manufacturer or the person who installed the unit or a competent engineer under an annual maintenance contract.

Condemnation Certificate

- (2). It is a condition precedent to **Our** liability that in the event of **Damage You** must obtain a Condemnation Certificate by the relevant authority under current legislation

If **You** breach these conditions precedent **Our** liability will be suspended from the time of the breach until the time the breach is remedied (if it is capable of being remedied). In addition **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to make a claim are given on page 6.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>We will pay You in respect of Damage occurring during the Policy Period caused by deterioration or contamination of food belonging to You for which You are responsible while contained in any refrigeration unit within the Buildings insured due to</p> <ul style="list-style-type: none"> a) change in temperature as a result of the breaking, distortion, or burning out of any part of the <ul style="list-style-type: none"> i. unit ii. unit wiring iii. supply cable to the unit including the plug and the fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions b) change in temperature as a result of a Failure of the controls to operate normally c) change in temperature as a result of the accidental Failure of the public electricity supply d) accidental leakage of refrigerant or refrigerant fumes from the unit 	<p>We will not cover you under this Section for:</p> <ul style="list-style-type: none"> a) more than the Sum Insured on each item or b) the total Sum Insured ; or c) any other maximum amount payable or the Limit specified in the Schedule d) any Excess stated in the Schedule e) any insurance or recovery provided for under a manufacturer's warranty or extended warranty or maintenance contract <p>Or Damage</p> <ul style="list-style-type: none"> f) where the accidental Failure of the electricity supply is deliberately caused by the supply authority g) caused by wear and tear or gradual deterioration or flaws and defects in the unit h) caused by failure to correctly set temperature controls i) causing interruption to the supply of electricity which does not exceed 8 consecutive hours j) caused by Failure of refrigeration units over 10 years old

SECTION 5: ALL RISKS TO BUSINESS EQUIPMENT

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Basis of Re-instatement

- (1). Unless otherwise stated in the **Schedule** in the event of **Damage** or loss under this section the basis upon which **We** will calculate the amount **We** will pay for any claim will be:
 - (a) the repair or restoration of damaged **Business Equipment** shown in the **Schedule** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.
 - (b) The replacement of **Business Equipment** lost or substantially **Damaged** beyond the reasonable cost of repair by the closest equivalent model or equipment available, provided that any depreciation allowed for in **Your** balance sheet shall be deducted from any reimbursement of cost of replacement by **You** or **You** will reimburse **Us** for such amount if **We** pay for the cost of replacement.
 - (c) If **You** require replacement by an item of **Business Equipment** that costs more than the closest equivalent to that lost or substantially damaged beyond the reasonable cost of repair **You** will be responsible for the difference between the cost of replacement by the closest equivalent model or equipment and the actual cost of replacement.
 - (d) If the cost of repair restoration or replacement of all **Business Equipment** under an item in the **Schedule** exceeds the Sum Insured for that item **We** will only pay for the proportion that the sum insured for that item bears to the cost of repair restoration or replacement of all **Business Equipment** under that item **We** will not pay more than the Sum Insured figure.

What is covered	Limitations and exclusions
SCOPE OF COVER We will pay You in accordance with the provisions of the Basis of Re-instatement for Damage to Your Business Equipment provided that the Damage occurs within the Territorial Limits during the Policy Period	We will not cover You under this Section for: <ol style="list-style-type: none"> a) more than the Sum Insured on each item or b) the total Sum Insured c) any Excess stated in the Schedule or Damage caused by: <ol style="list-style-type: none"> d) vermin or insects, mould or fungus e) dampness, dryness, or climatic conditions f) Damage caused by repair, renovation or servicing g) Damage to computer records and the cost to reinstate Data

	<p>h) Damage to any part of any item of Property caused by its own ignition, electrical breakdown or burn out</p> <p>i) wear and tear</p> <p>j) scratching, marring or denting</p> <p>or where</p> <p>k) You have a more specific insurance policy in force such as a manufacturer's warranty or extended warranty or leasing agreement whereby We will only pay for any amount in excess of what is not covered under this Policy</p> <p>l) the Business Equipment is left in an Unattended Vehicle and not concealed from view</p> <p>m) theft or attempted theft was not forcible and violent</p> <p>n) the Business Equipment is carried in transit by air as hand luggage</p>
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SECTION 6: BUSINESS INTERRUPTION

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this Section exclude value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Material Damage Condition Precedent	<p>(1). It is a condition precedent to Our liability to make any payment under this Section that:</p> <p>(a) Section 1: Material Damage is in force at the time covering Your interest in the Property at the Premises for the Damage</p> <p>(b) there is a valid claim under Section 1: Material Damage</p> <p>(c) Payment would have been made or liability admitted for such Damage but for any Excess or the exclusion of losses below a stated amount</p>
Debit Recording	<p>(2). It is a condition precedent to Our liability to make any payment under this Section that at the end of each 3 month period You must:</p> <p>(a) record the total amount outstanding in Your Customers' Accounts</p> <p>(b) keep this information in a different building to that containing Your accounting and other Business records</p> <p>(c) ensure that this information is maintained by Your accountant</p> <p>Failing to comply with the above will mean We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.</p>
Alteration	<p>(3). We will not pay You in respect of this Section if Your interest ceases other than by death unless agreed in writing by Us, or the Business is:</p> <p>(a) wound up or carried on by a liquidator or receiver</p> <p>(b) permanently discontinued</p>
Uninsured Working Charges	<p>(4). Any Increase Cost of Working settlement will take into account any standing charges of the Business which are not covered (having been deducted in arriving at the Gross Profit). We will reflect in any such settlement the proportion only of any additional expenditure which</p> <p>(a) the Gross Profit bears</p> <p>(b) the sum of the Gross Profit and the uninsured standing charges</p>
First financial year	<p>(5). In the event that the Damage occurs before the end of the first financial year of the Business, the results of the Business up to the date of the Damage will be used as a basis upon which to assess what the Gross Profit or Gross Revenue of the Business for the first financial year would have been had the Damage not occurred.</p>

Declaration linked clause

- (6). **You** shall prior to each renewal provide **Us** with the **Estimated Gross Profit** or **Estimated Gross Revenue** as insured heron for the financial year most nearly concurrent with the ensuing year of insurance.

The first and annual premiums in respect of each item of **Estimated Gross Profit** or **Estimated Gross Turnover** are provisional and **You** shall provide **Us** no later than 6 months after the expiry of each **Policy Period** a declaration confirmed by **Your** accountants of the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Policy Period**.

Accountants can be substituted for auditors in respect of companies exempt from audit requirements.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit** or **Gross Revenue** the above mentioned declaration shall be increased by **Us** for the purpose of premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely as a consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months)

- (a) is less than the **Estimated Gross Profit** or **Estimated Gross Revenue** specified on the **Schedule** for the **Policy Period**, **We** will allow a pro rata return of the premium up to a maximum of 50%.
- (b) is greater than the **Estimated Gross Profit** or **Estimated Gross Revenue** specified on the **Schedule** for the **Policy Period**, **You** shall pay a pro rata additional premium.

What is covered	Limitations and exclusions
SCOPE OF COVER We will cover You in respect of each item of Estimated Gross Profit or Estimated Gross Revenue as specified in the Schedule for any interruption or interference with the Business as a result of Damage occurring during the Policy Period by any loss covered by the terms of Section 1. Material Damage For Gross Profit We will pay a) in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which due to the Damage the Standard Turnover exceeds the Turnover plus any Increased Cost of Working during the Indemnity Period .	We will not cover You under this Section: a) for more than 133.33% of Estimated Gross Profit or Estimated Gross Revenue specified in the Schedule b) in respect of Gross Profit for any savings during the Indemnity Period in Business charges or expenses payable out of Gross Profit which reduce or stop due to the Damage c) in respect of Gross Revenue for any savings to expenses or working costs made during the Indemnity Period as a result of the Damage d) for interruption or interference where the Damage is excluded under this Policy e) for interruption or interference where the Damage is caused by peril 13) Theft or attempted theft f) for any Increased Cost of Working that exceeds the amount by which a reduction

<p>For Gross Revenue We will pay</p> <p>a) for the amount by which the Gross Revenue during the Indemnity Period falls short of the Estimated Gross Revenue as a result of the Damage plus any Increased Cost of Working during the Indemnity Period</p>	<p>in the turnover or revenue is avoided as a result</p>
<p>PREVENTION OF ACCESS</p> <p>We will pay You for loss of Gross Profit, reduction in Gross Revenue, or Increased Cost of Working owing to:</p> <p>Prevention of access to the Premises as a result of Damage occurring during the Policy Period to Property within 250 metres of the Premises by any loss covered under Section 1. Material Damage which prevents access to the Premises</p> <p>We will pay You up to a maximum amount of £100,000 in respect of the total of all losses occurring during the Policy Period</p>	<p>We will not cover You under this Section where the prevention of access is less than 8 consecutive hours in length</p>
<p>LOSS OF POWER, ELECTRICITY, OR WATER SUPPLIERS</p> <p>We agree to pay You for loss of Gross Profit, reduction in Gross Revenue, or Increased Cost of Working during the Indemnity Period as a result of Damage caused by any loss covered under Section 1. Material Damage but to Property of</p> <p>a) any land based generating station or sub-station based in England, Wales, Scotland, The Channel Isles and the Isle of Man that are of Your electricity supplier</p> <p>b) any land based Premises based in England, Wales, Scotland, The Channel Isles and the Isle of Man that are Your gas supplier</p> <p>c) any land based water works or pumping station based in England, Wales, Scotland, The Channel Isles and the Isle of Man that are Your water supplier</p> <p>d) any land based Premises specified in the Territorial Limits of Your policy that are Your telecommunications supplier</p> <p>We will pay You up to a maximum of £100,000 in respect of the total of all losses occurring during the Policy Period</p>	<p>We will not cover You under this Section where the cessation of supply is less than 8 consecutive hours in length</p>

SECTION 6A: EXTENSIONS TO BUSINESS INTERRUPTION SECTION

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. ADDITIONAL INCREASED COST OF WORKING</p> <p>We will cover You for any additional Increased Cost of Working Expenses specified in the Schedule as a consequence of the Damage in excess of the amount recoverable under Section 5. Business Interruption necessarily and reasonably incurred to minimise any interruption during the Indemnity Period</p>	
<p>2. DAMAGE AT CUSTOMERS PREMISES</p> <p>We agree to pay You for loss of Gross profit, reduction in Gross Revenue, or Increased Cost of Working as a result of Damage occurring during the Policy Period by any loss covered under Section 1. Material Damage but to Property of any of Your Direct First Tier Customers within the Territorial Limits</p> <p>We will pay You up to a maximum of £50,000 in respect of the total of all losses occurring during the Policy Period</p>	<p>We will not cover You under this Section for Damage caused by insured perils</p> <ul style="list-style-type: none"> • 7) Storm <p>And</p> <ul style="list-style-type: none"> • 8) Flood
<p>3. MURDER, SUICIDE, VERMIN AND SANITARY DEFECTS</p> <p>We will pay You for loss of Gross profit, reduction in Gross Revenue, or Increased Cost of Working owing to:</p> <ul style="list-style-type: none"> a) murder or suicide at the Premises b) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the Premises c) vermin or pests at the Premises d) Damage which causes defects in the drains or other sanitary arrangements at the Premises where use of the Premises is restricted on the order of the competent authority <p>We will pay You up to a maximum of £50,000 in respect of the total of all losses occurring during the Policy Period</p>	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) costs incurred in cleaning repair replacement recall or checking of the Property b) losses arising from the Premises other than those directly owing to murder, suicide, vermin and sanitary defects

What is covered	Limitations and exclusions
<p>4. DAMAGE AT SUPPLIERS PREMISES</p> <p>We agree to pay You for loss of Gross profit, reduction in Gross Revenue, or Increased Cost of Working as a result of Damage occurring during the Policy Period by any loss covered under Section 1) Material Damage but to Property of any of Your direct First Tier Suppliers premises within the Territorial Limits</p> <p>We will pay You up to a maximum of £50,000 in respect of the total of all losses occurring during the Policy Period</p>	<p>We will not cover You under this Section for Damage caused by insured perils</p> <ul style="list-style-type: none"> • 7) Storm and • 8) Flood
<p>5. RENT RECEIVABLE</p> <p>We will pay You in respect of each item of Rent Receivable up to the amount specified in the Schedule in respect of any Building at the Premises that is let by You under a tenancy agreement as a result of such Building becoming unfit for occupation</p> <p>We will pay the difference between</p> <p>a) The rent which would have been receivable in respect of the Premises during the Indemnity Period if the Damage had not occurred</p> <p>b) The amount of rent actually received during the same period less any savings in charges or expenses of the Business payable out of the Rent Receivable which reduced or ceased due to the Damage</p>	

SECTION 7: BOOK DEBTS

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this section excluded Value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

MATERIAL DAMAGE CONDITION PRECEDENT

- (1). It is a condition precedent to **Our** liability to make any payment under this section that
- There is in force at the time of the **Damage** an insurance policy covering **Your** interest in the **Property** at the **Premises** for the **Damage**
 - there is a valid claim under Section 1: Material Damage
 - Payment would have been made or liability admitted for such **Damage** but for the exclusion of losses below a stated amount in each insurance policy

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

DEBIT RECORDING

- (2). It is a condition precedent to **Our** liability to make any payment under this section that at the end of each 3 month period **You** must
- record the total amount outstanding in **Your Customers' Accounts**
 - keep this information in a different building to that containing **Your** accounting and other **Business** records
 - ensure that this information is maintained by **Your** accountant

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

What is covered	Limitations and exclusions
SCOPE OF COVER In respect of each item of book debts specified in the Schedule We will pay You for the monetary loss sustained by You that You are unable to trace or establish as a result of Damage to Your books of accounts, other Business books or records caused by Damage occurring at the Premises during the Policy Period by any loss covered under Section 1 Material Damage	We will not cover You under this Section for: <ol style="list-style-type: none"> more than the sum insured on each item or the total sum insured or <ol style="list-style-type: none"> any other maximum amount payable or the Limit specified in the Schedule more than the difference between the book debts and the total of the amounts received or traced

<p>We will pay Your professional accountants charges for</p> <p>a) producing information You require for investigating any claim</p> <p>b) confirming the information in accordance with Your Business' books</p>	<p>e) any additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage</p> <p>f) losses due to records being mislaid or misfiled</p> <p>g) losses arising from deliberate falsification of records</p> <p>h) erasure or distortion of information in computer records due to the presence of a magnetic flux</p> <p>i) failure to collect debts which have been traced and established</p> <p>j) any amount more specifically insured elsewhere</p>
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SECTION 8: LOSS OF LICENCE

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this section exclude value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

First Financial Year	(1)	In the event that the Damage occurs before the end of the first financial year of the Business , the results of the Business up to the date of the Damage will be used as a basis upon which to assess what the Gross Profit or Gross Revenue of the Business for the first financial year would have been had the Damage not occurred
Alternative Trading	(2).	If during the Indemnity Period food, drink or accommodation shall be supplied or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the Money paid or payable in respect of such food, drink, accommodation or services shall be brought into account in arriving at the reduction in Gross Income during the Indemnity Period .
Change In Circumstances Condition Precedent	(3).	<p>It is a condition precedent to Our liability to make any payment under this section that You shall immediately give notice in writing to Us if You become aware of any</p> <ul style="list-style-type: none"> a) Compliant against the business b) proceedings against or conviction of the licence holder, manager, tenant or occupier of the Premises for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety c) change in the tenancy or management of the Premises d) transfer of proposed transfer of the licence e) alteration in the purpose for which the Premises are used f) objection to renewal or other circumstances which may endanger the licence or its renewal <p>Failing to comply with the above will mean We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.</p>
Transfer Of Licence Condition Precedent	(4)	It is a condition precedent to Our liability to make any payment under this section that in the event of Your death, bankruptcy, incapacity, desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing, or sobriety) of the tenant, manager, occupier or licence holder You shall where practicable or at Our request find a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

**Refusal Or Loss
Of Renewal Of
The Licence
Condition
Precedent**

(5)

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

It is a condition precedent to **Our** liability to make any payment under this section that in the event of the licence being forfeited or refused renewal **You** shall:

- a) give notice in writing to **Us** within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
- b) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** and **Our** solicitors full discretion in the conduct of such proceedings
- c) apply, for the grant of such new licence for the same or alternative **Premises** as may enable you to continue the business in a similar or alternative form if practicable and if required by **Us**,
- d) provide a statement of your loss (if any) together with anything that may be required by **Us** to check the loss and give **Us** free access to the **Premises**, the books and accounts to allow full and frank access of the **Business**

Failing to comply with the above will mean **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>If the licence for the sale of excisable liquors which has been granted in respect of the Premises is forfeited, suspended or withdrawn, We will pay You:</p> <ol style="list-style-type: none"> a) the amount (less any amount saved during the Indemnity Period in respect of reduced expenses due to the event) by which the Gross Income during the Indemnity Period falls short of the Gross Income during the equivalent period immediately before the loss, suspension or withdrawal of the licence b) any reasonable additional expenses (less any amount saved during the Indemnity Period in respect of reduced expenses due to the event incurred) in maintaining the Gross Income during the Indemnity Period but not more than the loss avoided under (a) above c) for the reduction in value of the Premises if You are unable to obtain a licence for a period of twelve months from the date of forfeiture, suspension or 	<p>We will not cover You under this Section for:</p> <ol style="list-style-type: none"> a) more than the sum insured b) any Excess specified in the schedule c) any payment or compensation You are entitled to under any legislation of Bye-law in respect of refusal to renew the licence d) alterations to the Premises requiring the consent of the licensing or other authority e) closure of the Premises where not required by law f) closure owing to the Premises not being maintained in a good state of sanitary condition or repair g) any losses attributable solely to a change in the water table level <p>Additionally We will not cover You under this Section if:</p> <ol style="list-style-type: none"> a) the direction or requirement of the licensing or other authority is not complied

<p>withdrawal of the licence and You sell the Premises</p> <p>d) all costs and expenses incurred by You with Our written consent</p> <p>e) auditors or accountants charges reasonably incurred</p>	<p>with</p> <p>b) the loss or refusal to renew the licence occurs wholly or partly by or through Your misconduct, procurement, connivance, neglect or omission, or by any omission by You to take any steps necessary to keep the licence in force</p> <p>c) prior or subsequent to the refusal to renew, or loss of the licence, the Premises are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or surrender, reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences</p>
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SECTION 9: EMPLOYER'S LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of Injury sustained by an Employee of Yours arising out of and in the course of their employment or engagement by You and caused during the Policy Period stated in the Schedule in connection with the Business and occurring within the Geographical Limits given below.</p> <p>(2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which Your Employee or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury which may be covered by this Policy.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one Occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Liability stated in the Schedule.</p> <p>GEOGRAPHICAL LIMITS</p> <p>In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside the countries named above provided that any such Employee is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work.</p>	<p>We shall not cover You under this Section against liability:</p> <p>(a) for Injury sustained by any Employee:</p> <p>(i) in respect of which compulsory insurance is required to be arranged by You under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or</p> <p>(ii) whilst Offshore other than as referred to in Extension 2 of this Section 9.</p>

What is covered	Limitations and exclusions
<p>RIGHTS OF RECOVERY</p> <p>The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.</p>	

SECTION 9a EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. UNSATISFIED COURT JUDGMENTS</p> <p>(a) Where a judgment for damages has been obtained by any Employee or their legal personal representatives:</p> <p>(i) in respect of Injury sustained by the Employee arising out of and in the course of their employment by You;</p> <p>(ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at Your request.</p> <p>We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.</p> <p>(b) If any payment is made by Us the Employee or their said legal personal representatives shall assign the judgment to Us.</p> <p>(c) Our liability for damages, costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.</p>	<p>We will not cover any judgment where an appeal remains outstanding.</p>
<p>2. OFFSHORE</p> <p>If We are required by compulsory insurance regulations then We will make a payment in respect of Injury occurring Offshore.</p>	<p>The amount We will pay You shall be limited to £5,000,000 any one Occurrence.</p>
<p>3. TERRORISM</p> <p>Injury as a result of Terrorism to any Employee of Yours which arises out of and in the course of employment or engagement by You.</p>	<p>We shall not cover You in respect of liability in excess of £5,000,000 any one Occurrence.</p>

SECTION 10: PUBLIC LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SCOPE OF COVER

- (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
- (a) Accidental **Injury** to any person;
 - (b) **Damage to Property**;
 - (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
 - (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;
- in connection with the **Business** and occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule**.
- (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.
- (3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one **Occurrence**, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage to Property** which may be covered by this Policy.

LIMITS OF LIABILITY

The most **We** will pay under this Section (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one **Occurrence** shall not exceed in the aggregate the **Limits of Liability** stated in the **Schedule**.

Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability** stated in the **Schedule**.

We shall not cover **You** under this Section:

- (a) for loss of, or **Damage to, Property** belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than:
 - (i) **Personal Effects** (including vehicle and their contents) of **Employees** or visitors;
 - (ii) any premises including their contents, not being premises leased or rented to **You**, which are temporarily occupied by **You** for the purpose of carrying out work there;
 - (iii) any other **Property** on which **You** or any of **Your Employees** or agents is or has been carrying out work, but **We** will not cover **You** in respect of loss or **Damage** to that part of any **Property** being worked upon;
- (b) for loss arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of:
 - (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security;
 - (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft, or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);
- (c) for loss caused by any **Goods** after they have left **Your** custody or control, other than food or drink supplied primarily for the use of **Your Employees** or for entertainment purposes;
- (d) for loss arising from professional advice given separately for a fee or other charge by **You** or by anyone on **Your** behalf or in circumstances where a fee would normally be charged;
- (e) the amount shown as **Excess** stated in the **Schedule**.

GEOGRAPHICAL LIMITS

In this section, Geographical Limits means:

- (1) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- (2) Elsewhere in the world arising out of temporary **Business** visits by **Employees**:
 - ordinarily resident in any of the aforesaid countries;
 - engaged in non-manual work.

SECTION 10a EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. MOTOR VEHICLES TOOL OF TRADE RISK</p> <p>We will cover You in respect of liability for Injury or loss of or Damage to Property caused by or arising from:</p> <ul style="list-style-type: none"> (a) the use of plant as a tool of trade at Your Premises or on any site at which You are working; (b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle; (c) Damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load. 	<p>We will not cover You against liability:</p> <ul style="list-style-type: none"> (a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; (b) for which insurance is provided by any other policy.
<p>2. MOTOR CONTINGENT LIABILITY</p> <p>We will cover You in respect of liability for Injury or Damage to Property arising from the ownership, possession or use under Your control or the control of any of Your Employees of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by You, being used by an Employee in the course of the Business.</p>	<p>We shall not cover You against liability:</p> <ul style="list-style-type: none"> (a) in respect of Damage to any such vehicle or anything attached to it or Property being conveyed by such vehicle or anything attached to it; (b) for which insurance is already provided by any other policy; (c) caused or arising whilst such vehicle or anything attached to it is: <ul style="list-style-type: none"> (i) engaged in racing, pace-making, reliability trials, or speed testing; or (ii) driven by the You; or (iii) being driven with Your consent or the consent of anyone acting on Your behalf by any person who to Your, or anyone acting on Your behalf's, knowledge does not hold a licence to drive such vehicle; or (iv) used outside the Geographical Limits.
<p>3. MOVEMENT OF OBSTRUCTING VEHICLES</p> <p>We will cover You in respect of liability for Injury or loss of or Damage to Property caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Employee with Your permission whilst such vehicle is being moved</p>	<p>We will not cover You against liability:</p> <ul style="list-style-type: none"> (a) in respect of Damage to such vehicle; (b) in respect of which compulsory insurance or security is required under any legislation governing the use of the

<p>for the purpose of allowing free movement of any vehicles or pedestrians.</p> <p>We will only cover You under this Section extension if:</p> <ul style="list-style-type: none"> (a) movements are limited to vehicles parked on or obstructing Your Premises, or any site at which You are working; and (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and (c) the vehicle causing obstruction is driven by use of the owner's ignition key. 	<p>vehicle.</p>
<p>4. DEFECTIVE PREMISES ACT</p> <p>We will cover You in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by You for purposes pertaining to the Business and which have since been disposed of by You.</p>	<p>We will not cover You against liability:</p> <ul style="list-style-type: none"> (a) for which insurance is already provided by any other policy; (b) for the costs of making good any defect or alleged defect in such premises.
<p>5. LEASED OR RENTED PREMISES</p> <p>We will cover You in respect of liability for loss of, or Damage to, premises including their contents being leased or rented to You.</p>	<p>We will not cover You against liability assumed by You under any agreement, which would not have attached in the absence of such agreement.</p>
<p>6. OVERSEAS PERSONAL THIRD PARTY LIABILITY</p> <p>We will cover:</p> <ul style="list-style-type: none"> (a) You; and (b) at Your request: <ul style="list-style-type: none"> (i) any principal, including any director, partner, senior official, or any Employee of Yours; (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons <p>in respect of personal liability incurred by such persons for accidental Injury to any person or accidental loss of or Damage to Property in connection with an event occurring in a country outside of the Geographical Limits of Section 10 whilst on a temporary visit to such country in connection with the Business.</p> <p>Provided that:</p>	<p>We shall not cover You in respect of:</p> <ul style="list-style-type: none"> (a) contractual liability; (b) liability for which insurance is already provided by any other policy; (c) liability in respect of Damage to Property belonging to or in the custody or under the control of any Insured Person under this Section Extension; (d) liability in respect of Injury to any Insured person under this Section Extension; (e) liability caused by or arising from: <ul style="list-style-type: none"> (i) the ownership or occupation of land or Buildings; (ii) the carrying on of any business, profession, trade or employment;

<p>(a) any Insured Person under this Section Extension shall as though they were You be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the Schedule and any endorsements to this Policy;</p> <p>(b) nothing in this Section Extension shall increase Our liability to pay any amount exceeding the Limits of Liability stated in the Schedule, regardless of the number of persons claiming to be covered.</p>	<p>(iii) the ownership, possession or use of animals other than domestic dogs or cats.</p>
<p>7. DATA PROTECTION</p> <p>If You have registered as a Data Controller or act as a Data Processor in accordance with the terms of any Data Protection Legislation or have applied for such registration which has not been refused or withdrawn, We will cover You under this Section 10 Extension in respect of liability to any person, other than an Employee, for distress suffered as a result of a Personal Data Breach because of your failure to comply with Data Protection Legislation and if the claim is first made against You during the Policy Period stated in the Schedule.</p> <p>The most We will cover You for under this Extension in respect of all damages inclusive of costs and expenses in relation to claims for distress only, shall not exceed £500,000 in the aggregate during the Policy Period regardless of the number of claimants affected by any Personal Data Breach.</p>	<p>We will not cover You in respect of:</p> <ul style="list-style-type: none"> (a) Legal or regulatory fines, penalties or sanctions of any kind; (b) the first 10% of each claim, subject to a minimum of £500 and a maximum of £5,000; (c) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section Extension or any Employee if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) the costs of replacing, reinstating, rectifying or erasing any personal Data or the costs of: (i) reporting any Personal Data Breach(es) to any regulatory body; or (ii) responding to any investigation by any regulatory body or any criminal investigation or prosecution relating to personal data; or (iii) notifying data subjects of any Personal Data Breach(es); (e) liability caused by, or arising from, any incident or circumstances known to You at the start of the Policy Period stated in the Schedule which may give rise to a claim; (f) liability caused by or arising from the recording, processing or provision of Data for reward, or the determining of the financial status of a person; (g) contractual liability; (h) liability for financial loss of any kind, other than damages for distress suffered as a result of a Personal Data Breach; (i) liability in respect of Injury to any

	person or Damage to Property .
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SECTION 11: PRODUCT LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of:</p> <p>(a) Accidental Injury to any person; and (b) Damage to Property,</p> <p>caused by any Goods occurring anywhere within the Geographical Limits given below during the Policy Period stated in the Schedule which arises in connection with the Business.</p> <p>(2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent up to a limit of £50,000 arising out of any one</p> <p>(4) occurrence for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an Employee or principal including a director, partner, or senior official, of Yours has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or loss of or Damage to Property in respect of any Goods.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section (including any extensions) in respect of damages awarded against You shall not exceed in the aggregate during the Policy Period the Limits of Liability stated in the Schedule.</p> <p>Any costs and expenses incurred by You in respect of this Section, will be payable in addition to the Limits of Liability.</p> <p>GEOGRAPHICAL LIMITS</p> <p>Anywhere in the world other than at Your Premises during the Policy Period stated in the Schedule and caused by any Goods.</p>	<p>We shall not cover You under this Section in respect of liability:</p> <p>(a) caused by, or in connection with, any Goods which to Your knowledge are for export to, or use in, the United States of America or Canada;</p> <p>(b) caused by any Goods in the custody or control of You;</p> <p>(c) the amount shown as Excess in the Schedule.</p> <p>(d) for damage or Injury or any associated costs or expenses arising from the installation of insulating material or solar panels in connection with any government or local authority sponsored energy efficiency or energy saving scheme where such damage or Injury occurs after installation.</p>

SECTION 11a EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule** and are in addition to the General Extensions.

What is covered	Limitations and exclusions
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1. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT

We will cover **You**, and at **Your** request any principal, including any director, partner, senior official, or any **Employee** of **Yours**, under this Section 11a Extension, for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.

Provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the **Policy Period** stated in the **Schedule** and in the course of the **Business**;
- (b) the principal, including a director, partner or senior official, or **Employee** shall as though they were **You** be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.

We shall not cover **You** in respect of:

- (a) fines or penalties of any kind;
- (b) any proceedings arising from circumstances for which insurance is already provided by any other policy;
- (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 11a Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (d) proceedings which arise out of any activity or risk excluded from this Policy.

SECTION 12: ENVIRONMENTAL IMPAIRMENT LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General 2021 Commercial Combined Wording V2

Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>COPE OF COVER</p> <p>This is a claims-made Section and is limited to any Claim first made against You during the Policy Period and reported without delay (as detailed in the claims conditions page 17) to Us including any extended discovery period in accordance with Policy conditions.</p> <p>(1) All sums which You shall become legally liable to pay including claimants' costs and expenses in respect of Environmental Impairment which arises in connection with the Business in respect of:</p> <ul style="list-style-type: none"> (a) Injury; (b) physical loss of or physical damage to Property, including loss of use of Property whether or not physically lost or physically damaged. (c) Environmental Restoration; (d) legal obligation for Clean Up; (e) any interference with, or diminution of, any environmental right or amenity protected by law, <p>provided that the Environmental Impairment was caused after the Retroactive Date stated in the Schedule and provided there is a Claim first made against You anywhere within the Section 4 Geographical Limits during the Policy Period and reported without delay (as detailed in the claims conditions page 17) to Us.</p> <p>(2) All costs and expenses incurred by You with Our written consent in the investigation, defence or settlement of any Environmental Impairment Liability claim. This indemnification shall only apply to such costs and expenses as are incurred with respect to the portion of a claim covered by this Policy.</p> <p>(3) Upon Your request before the effective date of cancellation or non-renewal of the Policy We shall issue an endorsement providing an extended discovery period which shall cover Claims first made against You subsequent to the effective date of the cancellation or non-renewal arising out of actual or alleged Environmental Impairment which had taken place prior to the effective date of cancellation or non-renewal.</p> <p>If You fail to request the extended discovery period before the effective date of cancellation or non-renewal of the Policy You shall not at a later date be able to exercise such right.</p>	<p>We will not cover You under this Section:</p> <ul style="list-style-type: none"> (a) for any Claims first made against you prior to the start of the Policy Period; (b) for: <ul style="list-style-type: none"> (i) maintaining or obtaining compliance with any valid and applicable statute, regulation or written instruction issued by any competent governmental authority to prevent or minimise any emissions, discharges, dispersals, disposals, seepages, releases or escapes of any liquids, solids, gases, organisms or thermal irritants into or upon land, the atmosphere or any watercourse or body of water or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature or any other sensory phenomena; (ii) any routine or normal Clean Up; (iii) Environmental Restoration or Clean Up within any Waste Facility; (c) for Environmental Impairment arising out of any criminal acts by You or on Your behalf or noncompliance with any valid and applicable statute, regulation or written instruction issued by any governmental authority after such noncompliance becomes actually or constructively known by You or any director, partner, senior official or Employee of Yours with specific responsibility for environmental control. This exclusion shall not apply to any Environmental Impairment caused while Your noncompliance is covered by a compliance Schedule or waiver of compliance contained in a permit order or other valid instruction of a governmental authority; (d) for damages including claimants' costs and expenses in respect of Injury or loss of, or Damage to, Property in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Policy Period stated in the Schedule; (e) for damages for loss of, or Damage to, Property belonging to You, or in Your custody or control or the custody or control

What is covered	Limitations and exclusions
<p>The additional premium for such endorsement shall be determined by Us at the time the endorsement is requested and You shall pay the additional premium within 30 days of the effective date of cancellation or non-renewal. This provision shall only apply if a period of at least 11 months has elapsed between the inception date of this policy or any previous policy of which this is a renewal and the effective date of cancellation.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section for any and all Claims first made against you inclusive of all costs and expenses shall not exceed, in the aggregate during the Policy Period, or within an extended discovery period if You exercise that option, the Limits of Liability stated in the Schedule.</p> <p>GEOGRAPHICAL LIMITS</p> <p>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>ANY ONE CLAIM</p> <p>In this Section, any one claim shall mean any claim or series of claims from one or multiple claimants arising out of the same isolated, repeated or continuing Environmental Impairment.</p>	<p>of any Employee other than:</p> <ul style="list-style-type: none"> (i) Personal Effects (including vehicles and their contents) of Employees or visitors; (ii) any premises, including their contents, not being premises leased or rented to You, which are temporarily occupied by You for the purpose of carrying out work there; (iii) any other Property on which You or any Employee or agent of Yours is or has been carrying out work, but We will not cover You in respect of loss or Damage to that part of any Property being worked upon; <p>(f) arising from the ownership, possession or use under Your control, or the control of any Employee in respect of:</p> <ul style="list-style-type: none"> (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is, provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length); <p>(g) caused by any Goods after they have ceased to be in Your custody or control;</p> <p>(h) arising from professional advice given separately for a fee or other remuneration by You or by anyone on Your behalf or in circumstances where a fee would normally be charged;</p> <p>(i) the amount shown as Excess stated in the Schedule.</p>

SECTION 13 GENERAL EXTENSIONS TO SECTIONS 9 - 12

These apply to Sections 9-12 only unless otherwise stated.

What is covered	Limitations and exclusions
<p>1. INDEMNITY TO PRINCIPAL</p> <p>We will cover any principal under Sections 9 and 10 against liability in respect of Injury or loss of, or Damage to, Property, to the extent that any contract or agreement entered into by You with any principal so requires.</p>	<p>Provided that:</p> <ul style="list-style-type: none"> (a) payment would have been made by Us had a claim been made against You; (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply; (c) No payment will be made by Us in respect of liquidated damages or under any penalty clause; (d) payment made by Us under Section 9 shall only apply in respect of liability to any person who is an Employee.
<p>2. CROSS LIABILITIES</p> <p>If You are comprised of more than one party, We will under Sections 10, 11 and 12 make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party.</p>	<p>Nothing in this Extension shall increase the Limits Of Liability of the operative Section(s) stated in the Schedule, regardless of the number of persons claiming to be insured by this Policy.</p>
<p>3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER</p> <p>We will cover You and at Your request any director, partner, senior official or Employee of Yours, in respect of legal costs and expenses incurred with Our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:</p> <ul style="list-style-type: none"> (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; (2) the Corporate Manslaughter and Corporate Homicide Act 2007. <p>Provided that the proceedings relate to an offence alleged to have been committed during the Policy Period and in the course of the Business, and where there is also a claim or potential claim for damages against You or any of the additional Insured Persons, You are entitled to cover under this Policy.</p>	<p>We will not cover You in respect of:</p> <ul style="list-style-type: none"> (a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; (b) any circumstances for which cover is provided by any other insurance; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; (d) proceedings which arise out of any activity or risk excluded from this Policy. <p>If a claim for damages is settled or is withdrawn, We will have no further liability other than in respect of costs and expenses of legal</p>

What is covered	Limitations and exclusions
<p>We will only pay the costs and expenses of legal representation for an appeal against conviction if:</p> <ul style="list-style-type: none"> (a) any related claim against You for damages remains unsettled; and (b) in the opinion of the legal representatives acting for You an appeal is more likely than not to succeed; and (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal. <p>The most We will cover You for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against You.</p>	<p>representation incurred before the date of the claim payment.</p>
<p>4. COURT ATTENDANCE COSTS</p> <p>If any of the people mentioned below attend court as a witness at Our request, in connection with a claim in respect of which You are entitled to insurance under this Policy, We will provide compensation to You at the following rates per day for each day on which attendance is required:</p> <ul style="list-style-type: none"> (a) £250 for You or any of Your directors or partners; (b) £100 for any Employee. 	