



## RETAIL PACKAGE POLICY WORDING

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# About Your Policy

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser

The Policy Introduction explains the insurance provided under this contract

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions Conditions and Exclusions

An Endorsement forms an addition to the Section and varies the insurance provided by the Section

The Schedule and any Endorsement should be read together for precise details of Your insurance protection

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action

## Policy Introduction

This Policy is a contract between You and the insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy

Please read the whole document carefully it is arranged in different sections It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact us immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not

Authorised Signatory Mark  
Williams



**Managing Director**  
**Choice Insurance Agency Ltd**

## Complaints

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases Your insurance provider who arranged the insurance will be able to resolve any concerns and You should contact them directly.

Alternatively if You need to complaint please contact the Choice Insurance Agency Limited Complaints Officer quoting Your policy or claim number.

Choice Insurance Agency Limited Complaints Officer  
Telephone: 01702 411200  
Address: Suite 3, 4a Southchurch Road,  
Southend-on-Sea, Essex, SS1 2NE  
Email: [Complaints@ChoiceInsuranceAgency.Com](mailto:Complaints@ChoiceInsuranceAgency.Com)

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

If after making a complaint to Choice Insurance Agency Limited You are dissatisfied with Our "Final response" (or if Your complaint remains unresolved after 8 weeks of initially telling Us) You may be able to refer Your complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service  
Exchange Tower  
London E14  
9SR  
Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS may review Your complaint subject to certain eligibility criteria

Further details of the FOS can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst We are bound by the decision of the FOS You are not.

Following the Complaints procedure does not affect Your right to take legal action.

## Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to

compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk)

## Notification of a circumstance for Claims Made covers

You shall give Us notice as soon as reasonably practicable of any Circumstances of which You first becomes aware during the Period of Insurance.

If such notice is given, provided that We accept it as a proper notification of Circumstances, any Claim covered pursuant to this Policy which is subsequently made and which arises out of the Circumstances, shall be deemed to have been first made against You and reported to Us at the time such notice was received.

Such notice must be given in writing or by an agreed electronic format. For details on how to notify Your Claim, please refer to Your Schedule.

## Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy Documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy Document on the business day following the date it was posted to You by first class post or, if sent by e-mail, the day the e-mail was sent provided it was sent before 4pm (if sent after 4pm, it will be deemed that You will have received the Policy Document on the business day following the date it was sent).

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in The Schedule and no liability whatsoever shall attach to the Insurers in respect of the Policy.

## The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

## Data Protection

Choice Insurance Agency is the trading name of Choice Insurance Agency Ltd. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our <http://www.choiceinsuranceagency.co.uk/privacy-policy>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## Identity of Insurer

Please refer to Identity of Insurers in Your Policy Schedule.

## How to make a claim

At Choice Insurance Agency we understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

We have assembled an experienced team who embody Our three key principles of:

**Partnership** – Working together to achieve the optimum outcome to the claim

**Expertise** – We employ staff and engage service providers who are experts in their field

**No-nonsense** – We apply a flexible and proactive approach to the claims process

To report a claim under any Section please contact:

Claims Telephone Number – 03330 107 190

Claims Email Address – [uk.newclaims@penunderwriting.com](mailto:uk.newclaims@penunderwriting.com)

# Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

## **Business**

means Your business as stated in the Schedule

## **Company/Our/Us/We**

means insurers whose identity is stated in the Endorsement entitled Identity of Insurers attaching to the Schedule

## **Contractual Liability**

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

## **Damage**

means physical loss or destruction of or damage to Property

## **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

## **Electronic Data**

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

## **Employee(s)**

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
  - 2.1) labour master or labour only subcontractor or person supplied or employed by them
  - 2.2) self-employed person
  - 2.3) person hired to or borrowed by You
  - 2.4) person engaged under a work experience youth training or similar scheme
  - 2.5) voluntary helper
  - 2.6) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

## **Endorsement(s)**

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

## **Event**

means any one occurrence or series of occurrences directly

or indirectly attributable to single source or the same original repeated or continuing cause

## **Excess**

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

## **Incident**

means an Event of Damage to insured Property used by Your Business carried on at the Premises

## **Insured/You/Your**

means the person or corporate body or organisation detailed in the Schedule

## **Microchip**

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

## **Period of Insurance**

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

## **Pollution or Contamination**

means

- 1) pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

- 2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

## **Premises**

means the location of insured Property occupied by You

for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

## **Property**

means material property

## **Reinstatement Basis**

means whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated as follows:

- 1) the rebuilding or replacement of Property lost or destroyed which provided Our liability is not increased may be carried out

- 1.1) in any manner suitable to Your requirements
- 2) upon another site
- 2.2) the repair or restoration of Property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition as new.

**Schedule**

means the document stating the operative Section(s)

You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

**Section(s)**

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

**Specified Perils**

means the numbered specified perils detailed in the Buildings and Trade Contents Section and Household Contents Section of this Policy

**Sum Insured**

means the maximum amount We will pay for each item insured under any Section

**System**

means computers other computing and electronic equipment linked to a computer hardware software programs Data electronic Data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Territorial Limits**

means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

**Terrorism**

Not applicable to Liability Section

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

**Transit**

means from the time the Property is loaded into the carrying conveyance and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying conveyance

**Unattended**

means where there is no one allocated responsibility for keeping the Property and or conveyance vehicle and or trailer and or conveyance under observation with a reasonable prospect of preventing any unauthorised interference

**Unoccupied**

means any Building or any portion of a Building that is untenanted and or unfurnished and or no longer in active use and or empty for a consecutive period of 30 days or longer

**Virus**

means programming code designed to achieve an unexpected unauthorised and or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

# Policy Conditions

## Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

## Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

## Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

## Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from

date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such

date and We shall be entitled to retain all premiums paid in respect of the Policy

## Cancellation

- 1) Your rights
  - i) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation and returning all documentation to Your insurance advisor. We will refund the full amount of any premium paid by You.

If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

This right does not apply at the first or any subsequent renewal of this Policy

- ii) You may cancel this Policy after the ‘cooling off’ period by sending written notice of cancellation by registered post to Your insurance advisor. Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

2) Our rights

We may cancel this Policy at any time by providing You with 14 days’ notice of cancellation by recorded delivery letter to Your last known Business address.

If We cancel the Policy then You will be entitled to a proportionate refund of the premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

3) Certificate of Insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

**Claims (Action to be taken by You)**

Not applicable to the Loss of Income Section or Loss of Licence Section or Goods in Transit Section

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils

- 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money
- 3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow
  - 3.1) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
  - 3.2) details of any other insurances on any Property hereby insured
  - 3.3) all such proofs and information relating to the claim as may be reasonably required
  - 3.4) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We may require within the time stipulated by Us
- 5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

**Claims (Our Rights)**

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

### Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

### Claims (Contribution)

Not applicable to Liability Section

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

### Claims (Reinstatement)

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

### Claims (Subrogation)

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

### Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

### Protections

Not applicable to the Liability Section

You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left Unattended
- 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left Unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following

the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

### Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

**Subjectivity**

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
  - 1.1) providing Us with any additional information requested by the required date(s)
  - 1.2) completing any actions agreed between You and Us by the required date(s)
  - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or

Decisions, We will consider Your comments and where We consider appropriate, We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

**Rights of Third Parties**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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

**Assignment**

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy

**Several Liability**

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

# Policy Exclusions

## War and similar risks

Not applicable to Employers' Liability Subsection under the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability

2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority

2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

## Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

2.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2.2) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

2.3) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

2.4) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

2.5) any chemical biological biochemical or electromagnetic weapon

In respect of the Employers' Liability Subsection of the Liability Section paragraphs 2.1) and 2.2) above shall only apply when You under a contract have

- a) undertaken to indemnify another party
- b) assumed liability which would not have attached in the absence of such contract

In respect of the Liability Section paragraphs 2.3) and 2.4) above shall not apply

## Terrorism

Not applicable to Liability Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

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

## Date Recognition

Not applicable to Employers' Liability Section Subsection under the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
  - 2.1) computer Data processing equipment or media Microchip integrated circuit or similar device or
  - 2.2) other equipment or System for processing storing or retrieving Data or
  - 2.3) computer software whether Your Property or not to
    - a) recognise correctly any date as its true calendar date
    - b) capture save retain or correctly manipulate interpret or process any Data information command or instruction as a result of treating any date otherwise than as its true calendar date
    - c) capture save retain or correctly process any Data as a result of the operation of any programmed command which causes the loss of Data or the inability to capture save retain or correctly process such Data on or after any date

but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and or 9) – 13) and or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

**Loss of Electronic Data**

Not applicable to Employers' Liability Section Subsection under the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in

functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the

- 2.1) Buildings, Trade Contents and Household Contents Section in respect of Damage to Property insured directly caused by Specified Perils 1) – 5) and or 7)and or 9) – 13) except where such Specified Perils not stated to be otherwise excluded in the Section Schedule and Damage would otherwise be the subject of indemnity thereunder
- 2.2) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental
  - i) Bodily Injury to any person
  - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

**Sanction Limitation and Exclusion**

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

**Northern Ireland**

Not applicable to the Liability Section

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers

# Buildings

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Building(s)

means Property belonging to You or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured

- 1) landlord's fixtures and fittings
- 2) swimming pools tennis courts
- 3) Shop Front and all fixed glass therein blinds and fittings thereon and internal decorations on ceilings walls and the like
- 4) walls gates fences yards driveways car-parks patios terraces forecourts roads and footpaths
- 5) conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting

for which You are responsible for as owner of the Premises

### Shop Front

means the whole front, all fixed glass therein, blinds, fittings thereon belonging to You or for which You are responsible for as a tenant and not as owner of the Premises.

### Tenants Improvements

means internal decorations to ceilings and walls and improvements and additions of a like nature, other than Shop Fronts, belonging to You or for which You are responsible for as a tenant and not owner of the Premises

### Basis of Claims Settlement

means either R or I below depending on which is shown in the Schedule

R: Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose 'reinstatement' means

- 1) the rebuilding or replacement of Property Damaged, which provided Our liability is not increased may be carried out
  - 1.1) in any manner suitable to Your requirements
  - 1.2) upon another site
- 2) the repair or restoration of Property Damage in either case, to a condition equivalent to or substantially the

same as but not better or more extensive than its condition when new provided that:

- 2.1) Our liability for the repair or restoration of Property Damaged in part only, shall not exceed the amount which would have been payable had such Property been wholly lost
- 2.2) each item insured is subject to this basis of claims settlement, is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- 3) no payment beyond the amount which would have been payable in the absence of this basis of claims settlement shall be made
  - 3.1) unless reinstatement commences and proceeds without unreasonable delay
  - 3.2) until the cost of reinstatement shall have been actually incurred
- 4) all the terms Conditions and Exclusions of this Policy or Section shall apply
  - 4.1) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
  - 4.2) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance)
- 5) You will at Your own expense provide all such plans documents books and information as may be reasonably required
- 6) We shall not be bound to reinstate exactly but only as circumstances permit

or

I: Indemnity – the amount payable in respect of Buildings, Hotel Front and Tenants Improvements will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the

Damage which the Sum Insured bears to the value of the Property

Note: If Section Condition Day One Average is shown to apply in the Schedule then both A and B are deleted

### Section Cover

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

### Specified Perils

- 1) **Fire** but excluding Damage caused by
  - 1.1) Specified Perils 3) Explosion resulting from fire its own spontaneous fermentation or heating
  - 1.2) its undergoing any heating process or any process involving the application of heat
  - 1.3) Specified Peril 7) Earthquake
  - 1.4) Specified Peril 8) Subterranean Fire
  - 1.5) Specified Peril 2) Lightning
- 2) **Lightning**
- 3) **Explosion** but excluding Damage
  - 3.1) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control
  - 3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
- 4) **Aircraft** or other aerial devices or articles dropped therefrom
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage
  - 5.1) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority
  - 5.2) by Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons
  - 5.3) in respect of any Unoccupied Building
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage
  - 6.1) by Specified Peril 16) Theft or Attempted Theft
  - 6.2) in respect of any Unoccupied Building
- 7) **Earthquake**
- 8) **Subterranean Fire**
- 9) **Storm** excluding Damage
  - 9.1) by Specified Peril 2) Lightning
  - 9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip
  - 9.3) to fences gates and moveable Property in the open unless the Building is also Damaged by the same Event
  - 9.4) to open sided or fronted Buildings or to the Property contained therein
  - 9.5) by Specified Peril 10) Flood
- 10) **Flood** excluding Damage
  - 10.1) Specified Peril 9) Storm
  - 10.2) Specified Peril 11) Escape of Water
  - 10.3) to fences gates and moveable Property in the open unless caused by falling trees or other items unless there is Damage to the Buildings by the same Event
  - 10.4) Damage to trees, plants shrubs and turf unless there is Damage to the Buildings by the same Event;
  - 10.5) to open sided or fronted Buildings or to the Property contained therein
- 11) **Escape of Water** from any tank apparatus or pipe excluding Damage
  - 11.1) in respect of any Unoccupied Buildings
  - 11.2) by water discharged or leaking from any automatic sprinkler installation
- 12) **Impact** by:
  - 12.1) any Vehicle or Animal
  - 12.2) falling trees or boughs, excluding Damage caused by lopping, pruning or felling

- 12.3) collapse of breakage of television or radios receiving aerials or satellite dishes
- 13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by
- 13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied
- 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire
- 14) **Any Other Accidental Damage** but excluding
- 14.1) Damage caused by or resulting from:
- i) wear and tear, the action of light or atmosphere, moths vermin or insects
  - ii) any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
  - iv) wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences
  - v) subsidence or ground heave of any part of the site on which the Property stands, or landslip
  - vi) the normal settlement or bedding down of new structures
- 14.2) Damage to the Property insured caused by or consisting of:
- i) inherent vice latent defect gradual deterioration wear and tear frost change in the water table levels, its own faulty design or defective design or materials
  - ii) faulty or defective workmanship operation error or omission on Your part or any of Your Employees
- but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- 14.3) Damage specifically excluded by Specified Perils insured under this Section
- 14.4) the collapse or cracking of Buildings
- 14.5) the cost of normal maintenance, redecoration or repair
- 14.6) Damage to Glass and Sanitary Ware as defined under Glass & Fixed Signs Section of this Policy
- 14.7) the Excess amount stated in the Schedule
- 15) **Subsidence Ground Heave or Landslip** excluding Damage
- 15.1) arising from the settlement or movement of made-up ground or by coastal or river erosion
- 15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises
- 15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence groundheave or landslip
- 15.4) occurring prior to the inception date of the insurance under this Section
- 15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises
- 15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time
- 16) **Theft or Attempted Theft**
- Involving entry to or exit from the Buildings at the Premises by forcible or violent means, excluding any such loss from any structure which is incapable of being locked;
- excluding Damage:
- 16.1) in respect of Property in the open unless otherwise agreed by Us
- 16.2) to any portion of the Buildings which are Unoccupied
- 16.3) in respect of jewellery, precious stones, precious metals, bullion or furs, except where specifically stated in the Schedule and being Insured
- 17) **Escape of Fuel Oil**
- from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building
- 18) **Leakage of Beverages**
- from storage containers pipes and apparatus but excluding Damage to any portion of the Buildings which are Unoccupied

### Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

**Automatic Reinstatement**

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

**Ground Rent**

This Extension provides insurance for up to two years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Building Sum Insured

**Capital Additions**

This Extension provides insurance for

- 1) alterations additions and or improvements to the Property but not any appreciation in value
- 2) newly acquired and or newly occupied Property provided Your interest is not otherwise insured anywhere in the Territorial Limits

provided that

- 1) at any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £50,000 in the aggregate whichever is the less
- 2) You will advise Us
  - 2.1) every 6 months in respect of any such alterations additions and improvements
  - 2.2) as soon as practicable of any newly acquired and or newly occupied Property

You will pay the appropriate additional premium required from inception of any additional insurance provided.

The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated

**Debris Removal**

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- 1) removing debris from site of the Premises and the area immediately adjacent
- 2) dismantling and or demolishing
- 3) shoring up or propping up

of portion or portions of the Property insured by the items stated in the Schedule following Damage

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured

This Extension does not include any costs and expenses

- 1) incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- 2) arising from Pollution or Contamination of Property not insured by this Section

**Designation**

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in Your accounts

**European Union & Public Authorities**

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with

- 1) European Union legislation
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations" in respect of the destroyed or Damaged Property thereby insured

This Extension does not apply to

- 1) the cost incurred in complying with the regulations
  - 1.1) in respect of Damage occurring prior to the granting of this Section Extension
  - 1.2) in respect of Damage not insured by this Section
  - 1.3) where notice has been served upon You prior to the Damage occurring
  - 1.4) for which there is an existing requirement which has to be implemented within a given period
  - 1.5) in respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged
- 2) the additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen
- 3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the regulations

provided that

- 1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased

2) if Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion

3) the total amount recoverable under any item of this Section and Extension shall not exceed

3.1) in respect of European Union legislation

- i) 15 per cent of the Sum Insured
- ii) where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed

3.2) in respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the Sum Insured

#### **Loss Minimisation and Prevention Expenditure**

This Extension includes costs and expenses necessarily incurred by You with Our consent in

- 1) preventing or reducing imminent Damage which would have been insured under this Section
- 2) reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that
  - 2.1) the impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred
  - 2.2) the impending Damage did not arise from any defect in the Property insured
  - 2.3) the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract

Our liability under this Extension shall not exceed £25,000 in respect of any one claim.

#### **Other Interests**

The interest of parties having a financial interest in supplying Property to You under a hiring leasing mortgage and or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage

#### **Professional Fees**

This Extension provides cover in respect of each Building and Machinery item for architect's surveyor's legal and or consulting engineers fees incurred with Our consent in the

reinstatement and or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim

Our maximum liability is up to the Sum Insured of any one Building item during any one Period of Insurance

#### **Seventy Two Hour Clause**

In the Event of

- 1) Specified Perils 7) Earthquake or a series of earthquakes or
- 2) Specified Perils 9) Storm or a series of storms or
- 3) Specified Perils 10) Flood or a series of floods

occurring within a 72-hour consecutive period they will be regarded as one Event provided that:

- 1) no one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event
- 2) You select the time when the 72-hour consecutive period commences
- 3) the 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date

#### **Subrogation Waiver**

We agree to waive any rights remedies and or relief to which We may become entitled against any subsidiary or parent company of Yours or any fellow subsidiary where You are also a subsidiary as defined by current legislation

#### **Damage By Emergency Services**

This Extension provides cover for the cost of restoring Damage caused to gardens by the Emergency services in attending the Premises arising from any Specified Peril insured under this Policy.

Our maximum liability will not exceed £10,000 in any one Period of Insurance

#### **Trace and Access**

This Extension provides cover for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and or escape of fuel oil including subsequent repair to walls floors or ceilings provided that

- 1) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation
- 2) Our maximum liability is up to £15,000 in respect of any Event of Damage

**Transfer of Interest**

If at the time of Damage You have contracted to sell Your interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchaser on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage You will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion

**Section Conditions**

**Day One Average**

If Day One Average is shown to apply in the Schedule then subject to the Special Conditions below the basis

upon which the amount payable in respect of the Declared Value for Property insured is to be calculated shall be the reinstatement of the Property damaged and for this purpose 'reinstatement' means

- 1) the rebuilding or replacement of Property damaged which provided Our liability is not increased may be carried out
  - 1.1) in any manner suitable to Your requirements
  - 1.2) upon another site
- 2) the repair or restoration of Property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

You have stated in writing the Declared Value for each item stated in the Schedule to which this Condition applies and the premium has been calculated accordingly.

Declared Value means Your assessment of the cost of reinstatement of the insured Property arrived at in accordance with paragraph 1) shown above at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with and insofar as the insurance by the item provides due allowance for

- 1) the additional cost of reinstatement to comply with public authority requirements
- 2) professional fees
- 3) debris removal costs

**Special Conditions**

- 1) at the inception of each Period of Insurance You will notify Us of the Declared Value of the insured Property for each of the said items. In the absence of declaration from You We will assume the last amount declared by You should be taken as the Declared Value for the ensuing Period of Insurance
- 2) if at the time of Damage the Declared Value of the

Property stated by each item be less than the cost of reinstatement as defined in paragraph 2) shown above at the inception of the Period of Insurance then Our liability for any Damage will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement

- 3) Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed
- 4) no payment beyond the amount which would have been payable in the absence of this Condition will be made
  - 4.1) unless reinstatement commences and proceeds without unreasonable delay
  - 4.2) until the cost of reinstatement shall have been actually incurred
  - 4.3) if the insured Property at the time of its destruction or Damage is insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
- 5) all the terms Conditions and Exclusions of this Policy and or Section apply in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby
- 6) where by reason of
  - any of the above Conditions
    - 6.1) no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein or
    - 6.2) You elect not to rebuild the insured Property in a condition equal to but not better or more extensive than its condition when new then the provisions of this Condition are cancelled and Our rights and liabilities and Yours in respect of the Damage will be subject to the terms Conditions and Exclusions of this Policy and or Section including the following Condition of Average

The insurance for each Item of this Section is declared to be subject to Average ie, if the insured Property shall at the breaking out of any Damage insured hereby be collectively of greater value than 108 per cent of the Declared Value

stated in the Schedule then You will be considered to be Your own insurer for the difference and will bear a rateable share of the claim loss amount accordingly

**Fire Alarms**

You hereby undertake to

- 1) carry out and record the testing and checking requirements referred to on the completion certificate

and remedy promptly any defect disclosed

- 2) carry out and record the maintenance procedures specified by the manufacturers of the equipment
- 3) notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- 4) record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

#### **Fire Break Doors and Shutters**

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

#### **Fire Extinguishment Appliances**

You shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

#### **Fire Extinguishment – Automatic Sprinkler Installations**

In consideration of the discount and or reduced rate granted for the automatic sprinkler installation(s) You will

- 1) conduct a test every working day for the purpose of

ascertaining the condition of the circuit between the alarm switch and the control unit unless

- 1.1) this function is continuously monitored
- 1.2) a ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted
- 2) conduct a test at least once a week for the purpose of ascertaining the condition of
  - 2.1) the connection with the public fire station central fire alarm depot or public fire brigade control unless You have with a written undertaking from the public fire brigade that they will carry out this test
  - 2.2) the relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day
  - 2.3) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order
  - 2.4) conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open
  - 2.5) conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests
  - 2.6) conduct quarterly or half-yearly tests if required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
  - 2.7) remedy promptly any defect disclosed by such tests or otherwise
  - 2.8) notify Us before any installation is rendered inoperative or immediately in the event of emergency

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s)

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligations above

**Flat Roof Condition**

Any flat portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented.

**Portable Heater Condition**

In respect of any portable heating appliance used at the Premises, other than electrically powered appliances, the following conditions are to be complied with:

- 1) an area of at least one metre is to be kept clear at all times around the heaters
- 2) at no time is any object to be placed on top of the heater
- 3) the heater is to be adequately secured in one position
- 4) all empty fuel bottles and canisters are to be removed from the building on a daily basis and stored in a locked compound or chained together in an open area. Furthermore they are to be removed from the entire Premises at no more than weekly intervals

**Minimum Security Requirements**

The following minimum security is installed at the Premises and maintained in efficient working order while the Policy remains in force.

- 1) all external doors are the Premises and any internal doors which give access to any part of the building not occupied by You, must be of solid construction and fitted with a mortice deadlock conforming to British Standard 3621

Where doors are double leaf, in addition to the above requirement, the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf.

Any outward opening door should in addition to the above, have each hinge fitted with a hinge bolt.

- 2) All accessible opening windows, fanlights and skylights, including those accessible from decks, roofs, fire escapes or downpipes, must be fitted with key operated window locks, except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh.

**Electrical Circuit Maintenance**

All fixed electrical installations are to have been tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor and have current IEE test certificate in force showing no deviations. All fixed electrical installations to be inspected as above, at least once in every three year period.

**Section Exclusions**

We will not indemnify You for

- 1) delay loss of market loss of use or subsequent or

- inevitable loss and or Damage of any kind unless specifically insured as an item under this Section
- 2) Damage to any Property more specifically insured by You or on Your behalf
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded
- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure
- 5) Damage to Glass and Sanitary Ware as defined under Glass and Fixed Signs Section of this Policy, other than breakage by or arising out from Specified Peril 1) Fire, 2) Lightning or 3) Explosion, or salvage operations consequent thereon
- 6) Damage to any electrical sign or its installation
- 7) Damage
  - 7.1) which originated prior to the inception date of this Policy
  - 7.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure
- 8) Damage attributable solely to change in the water table level
- 9) the Excess amount stated in the Schedule

# Trade Contents

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Trade Contents

means trade contents belonging to You or for which You are responsible consisting of Cigarettes, Cigars, Tobacco, DVD's, CD's and Computer Games and Wines and Spirits, All Other Stock and Business Contents

### All Other Stock

means Stock in Trade other than Cigarettes, Cigars and Tobacco, DVD's, CD's and Computer Games, Wines and Spirits belonging to You or held in trust or on commission for which You are responsible

### Cigarettes, Cigars and Tobacco

means Cigarettes, Cigars and Tobacco belonging to You or held in trust or on commission for which You are responsible

### DVD's, CD's and Computer Games

means DVD's, CD's and Computer Games belonging to You or held in trust or on commission for which You are responsible.

### Wines and Spirits

means Wine and Spirits belonging to You or held in trust or on commission for which You are responsible

### Business Contents

means

- 1) trade fixtures, fittings, plant, machinery and office equipment, meters, telephone installations belonging to You or for which You are responsible
- 2) clothing and personal effects belonging to Your Employees or customers but for which You are responsible for, up to a limit of £1000 any one person
- 3) all other contents used in connection with or for the purpose of Your Business whilst in the Premises

excluding:

- 1) bills of exchange, promissory notes, money, deeds, bonds or documents of any description, business books (except for their value as stationery and the cost of clerical labour expended in writing up and reinstatement thereof), plans, specifications, designs
- 2) jewellery, furs, precious metals, precious stones or articles composed of any of them
- 3) computer system records, except for the value of the material together with reproduction costs, up to £25,000 including the cost of gathering information, but excluding the value to You of the information
- 4) Cigarettes, Cigars and Tobacco, DVD's, CD's and Computer Games, Wines and Spirits and All Other

Stock

- 5) any other property separately described in the Schedule or which is more specifically insured

## Section Cover

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

## Specified Perils

- 1) **Fire** but excluding Damage caused by
  - 1.1) Specified Perils 3) Explosion resulting from fire its own spontaneous fermentation or heating
  - 1.2) its undergoing any heating process or any process involving the application of heat
  - 1.3) Specified Peril 7) Earthquake
  - 1.4) Specified Peril 8) Subterranean Fire
  - 1.5) Specified Peril 2) Lightning
- 2) **Lightning**
- 3) **Explosion** but excluding Damage
  - 3.1) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control
  - 3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
- 4) **Aircraft** or other aerial devices or articles dropped therefrom
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage
  - 5.1) arising from cessation of work or from confiscation or destruction or requisition by

- order of the Government or any public authority
- 5.2) by Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons
- 5.3) in respect of any Unoccupied Building
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage
- 6.1) by Specified Peril 16) Theft or Attempted Theft
- 6.2) in respect of any Unoccupied Building
- 6.3) in respect of Property in the open unless otherwise agreed by Us.
- 6.4) in respect of Property in a Building which is incapable for being locked
- 7) **Earthquake**
- 8) **Subterranean Fire**
- 9) **Storm** excluding Damage
- 9.1) by Specified Peril 2) Lightning
- 9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip
- 9.3) to Property in the open
- 9.4) to All Other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 9.5) by Specified Peril 10) Flood
- 10) **Flood** excluding Damage
- 10.1) Specified Peril 9) Storm
- 10.2) Specified Peril 11) Escape of Water
- 10.3) to property in the open
- 10.4) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip
- 10.5) to All Other Stock, Cigarettes, Cigars and Tobacco, DVD's, CD's and Computer Games and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 11) **Escape of Water** from any tank apparatus or pipe excluding Damage
- 11.1) in respect of any Unoccupied Buildings
- 11.2) by water discharged or leaking from any automatic sprinkler installation
- 11.3) to All Other Stock, Cigarettes, Cigars and Tobacco, DVD's, CD's and Computer Games and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 12) **Impact** by any vehicle or animal
- 13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by
- 13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied
- 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire
- 13.3) to All Other Stock, Cigarettes, Cigars and Tobacco, DVD's, CD's and Computer Games and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 14) **Any Other Accidental Damage** but excluding:
- 14.1) Damage caused by or resulting from:
- a) wear and tear, the action of light or atmosphere, moths vermin or insects
- b) any process of cleaning, dyeing, restoring, adjusting or repairing
- c) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
- d) subsidence or ground heave of any part of the site on which the Property stands, or landslip
- 14.2) Damage to the Property insured caused by or consisting of:
- a) inherent vice latent defect gradual deterioration wear and tear frost change in the water table levels, its own faulty design or defective design or materials
- b) faulty or defective workmanship operation error or omission on Your part or any of Your Employees
- but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- 14.3) Damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown of derangement or from adjustment, maintenance or repair
- 14.4) Damage specifically excluded in any Specified Peril under this Section
- 14.5) normal maintenance or repair
- 14.6) erasure or distortion of information on computer

- systems or other records
- 14.7) Damage by confiscation or detention by Customs or other officials or authorities
- 14.8) Damage following dishonesty or fraudulent actions by Your Employees or any person lawfully on the Premises
- 14.9) any shortage due to error or omission
- 14.10) Damage to Property in Transit
- 14.11) the Excess amount stated in the Schedule
- 15) **Subsidence Ground Heave or Landslip** excluding Damage
- 15.1) arising from the settlement or movement of made-up ground or by coastal or river erosion
- 15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises
- 15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence groundheave or landslip
- 15.4) occurring prior to the inception date of the insurance under this Section
- 15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises
- 15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time
- 16) **Theft or Attempted Theft**
- Involving entry to or exit from the Buildings at the Premises by forcible or violent means but excluding Damage
- 16.1) caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion
- 16.2) in respect of:
- i) coin and similarly operated gaming and or amusement machines or their contents
  - ii) to Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations
  - iii) by any of Your or Your resident managers household or by any of Your Employees unless We state otherwise in the Schedule

- 17) **Escape of Fuel Oil** from any fixed heating installation tank apparatus or pipe excluding Damage in respect of:
- 17.1) any Unoccupied Building
- 17.2) to All Stock, Cigarettes, Cigars and Tobacco and Wine and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 18) **Leakage of Beverages** from storage containers pipes and apparatus but excluding Damage to:
- 18.1) any portion of the Buildings which are Unoccupied
- 18.2) to All Stock, Cigarettes, Cigars and Tobacco and Wine and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 19) **Breakage or Collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:
- 19.1) by lopping, pruning or felling of trees
- 19.2) to gates, fences or posts
- 20) **Robbery**

### Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

#### Theft Damage to Buildings

This Extension extends the insurance provided by Specified Peril 16) Theft to include Damage to Buildings caused by Theft or any attempted Theft or any attempt of Theft at the Premises

#### Temporary Removal

This Extension provides cover for Business Contents whilst temporarily removed from or in Transit to or from the Premises for cleaning renovation repair or similar purposes but remaining within the Territorial Limits; excluding

- 1) any amount exceeding 20% of the Item Sum Insured as shown in the Schedule
- 2) property otherwise insured
- 3) motor vehicles and motor chassis licensed for normal road use.

#### Replacement Locks

This Extension provides cover for the cost of changing the - up to safe and external door locks at the Premises following theft, where Specified Peril 16) Theft or Attempted Theft is in force under this Policy, of keys from the Premises or from Your home, or that of any Employee entrusted with keys.

Our maximum liability shall not exceed £15,000 in any one Period of Insurance

### Seasonal Increase

The Sums Insured in respect of Cigarettes, Cigars and Tobacco, Wine and Spirits and All Other Stock are increased by 55% during the following periods:

- 1) December and January
- 2) from 15 days preceding and including any Bank or Public Holiday (other than that occurring in the period i) above) and for a period of 15 days thereafter.

### Removal of Debris

This Extension provides cover for costs and expenses incurred necessarily by You with Our consent in:

- 1) removing debris from the site of the Premise and the area immediately adjacent
- 2) dismantling and or demolishing
- 3) shoring up or propping

of the portion or portions of the Property sustaining Damage from any Specified Peril

### Loss of Oil and Metered Water

This Extension will provide cover for loss of oil or metered water contained in a fixed installation at the Premises following Damage.

Our maximum liability will not exceed £5,000 in any one Period of Insurance

### Lottery Equipment

This Extension will provide cover for Damage by any Specified Peril to lottery equipment belonging to the Lottery Operator for which You are responsible for, provided that the equipment is included in the Business Contents Sum Insured

### Exhibitions

This Extension will provide cover for Damage by any Specified Peril to Property Insured whilst at any indoor exhibition within the Territorial Limits, including whilst being erected or dismantled; excluding

- 1) theft, unless involving forcible and violent entry to or exit from the exhibition Premises

Our maximum liability shall not exceed £10,000 during any one Period of Insurance.

### Temporary Removal (Directors Partners or Employees Homes)

This Extension provides cover for Damage to Trade Contents whilst at Your directors, partners or Employees home within the Territorial Limits or in Transit to or from such Premises.

Our maximum liability will not exceed:

- 1) £1,000 in total for all claims or series of claims, arising out of one original cause;
- 2) a maximum amount of £5,000 in the aggregate during one Period of Insurance

### Property in the Open

This Extension provides cover for Damage to Property in the open not otherwise excluded under this Policy.

Our maximum liability will not exceed £1000 any one claim

## Section Conditions

### Basis of Claims Settlement

- 1) **Trade Contents other than Business Contents**  
We will pay You the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at the current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly

- 2) **Business Contents**  
The Basis of Settlement for this Item shall be on a Reinstatement Basis. We may at Our option reinstate or replace the Property or any part thereof

### Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

### Flat Roof Condition

Any flat portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented.

## Section Exclusions

We will not indemnify You for

- 1) delay loss of market loss of use or subsequent or inevitable loss and or Damage of any kind unless specifically insured as an Item under this Section
- 2) Damage to any Property more specifically insured by Your or on Your behalf
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded
- 4) Damage to working dynamos motor wires main or electrical appliances through short circuiting overrunning or excessive pressure
- 5) Damage to motor vehicles or their contents more

## RETAIL POLICY WORDING – TRADE CONTENTS SECTION

specifically insured

- 6) Damage to Glass and Sanitary Ware as defined under the Glass Section of this Policy other than breakage by or arising out of Specified Perils 1) Fire, 2) Lightning or 3) Explosion or salvage operations consequent thereon
- 7) Damage to any electrical sign or its installation
- 8) Damage:
  - 8.1) which originated prior to the inception date of this Policy
  - 8.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure
- 9) Damage attributable solely to change in the water table level
- 10) any disappearance or shortage revealed only at the time of a stocktaking or a stock checking or the making of an inventory or not traceable to a specific event.
- 11) loss or Damage recoverable under any maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement
- 12) the Excess amount stated in the Schedule.

# Glass & Fixed Signs Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Glass

means all fixed glass (including shelves showcases and mirrors)

### Sanitary Ware

means all fixed items of sanitary ware contained in Your Premises

## Subsection: Glass

### Subsection Cover

In the Event of breakage of Glass or Sanitary Ware for which You are responsible for at the Premises, We will pay to replace such Property or at Our option pay You the cost of replacement.

We shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass, We will in addition pay for any boarding up costs reasonably incurred

### Subsection Extensions

We will also indemnify You in respect of:

- 1) Damage to frames or framework following breakage of Glass
- 2) the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3) the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4) the reasonable cost of boarding up the aperture pending replacement of any Glass covered by thisSection

Provided that Our liability under any or all of these Extensions shall not exceed the Sum Insured shown in the Schedule for any one incident

### Subsection Exclusions

We will not provide indemnity breakage or Damage:

- 1) by or arising out of Specified Perils 1) Fire, 2) Lightning or 3) Explosion or preventative or salvage operations consequent thereon
- 2) occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises

- 3) caused in connection with Theft of Property from the Premises unless We have agreed to indemnify You in respect of such theft under Trade Contents Section of this Policy
- 4) any item flawed or broken at the commencement of this Insurance Policy
- 5) in any portion of the Buildings which is Unoccupied
- 6) in respect of the Excess stated in the Schedule

## Subsection: All Risks on Fixed Signs

### Subsection Cover

We will by payment or at Our option reinstate or repair indemnify You against Damage to any sign belonging to You or for which You are responsible for fixed on the exterior of or outside and in the immediate vicinity of the Premises up to the Sum Insured stated in the Schedule

### Subsection Exclusions

We will not provide indemnity You in respect of Damage:

- 1) occasioned by or happening through wear and tear, the action of light or atmosphere, moths, vermin or insects
- 2) occasioned by or happening through any process of cleaning, dyeing, restoring, adjusting or repairing
- 3) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
- 4) occasioned by or happening during erection, fitting, installation or removal
- 5) to any part arising from mechanical, electrical or electronic breakdown or derangement of from adjustment, maintenance or repair unless more specifically insured under this Policy
- 6) in respect of the Excess as stated in the Schedule

# Loss of Income Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Business Interruption

means an Incident resulting from interruption of or interference with Your Business carried on at the Premises in consequence of an Incident

### Customer Accounts

means all the credit accounts of Your Business

### Disease

means any of the following diseases sustained by any person acute encephalitis, acute infectious hepatitis, acute meningitis, acute poliomyelitis, anthrax, botulism, brucellosis, cholera, diphtheria, enteric fever (typhoid or paratyphoid), food poisoning, haemolytic uraemic syndrome(HUS), infectious bloody diarrhoea, invasive group A streptococcal disease, legionellosis, leprosy, malaria, measles, meningococcal septicaemia, mumps, plague, rabies, rubella, SARS, scarlet fever, smallpox, tetanus, tuberculosis, typhus, viral haemorrhagic fever (VHF), whooping cough and yellow fever

### Estimated Gross Income

means the amount declared by You to Us as representing not less than the Gross Income which it is anticipated will be earned by Your Business during the financial year, most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months

### Gross Income

means the money payable to You in the 12 months immediately before the incident. Or for a New Business, the proportionate equivalent for a period of 12 months of the gross income realised during the period between the date You commenced Your Business and the Incident

### Increased Cost of Working

means the insurance under this item extends to include further additional expenditure up to the Sum Insured stated in the Schedule, beyond that recoverable under Loss of Income, necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident

### Indemnity Period

means the period commencing from the date of the Incident and ending no later than the Maximum Indemnity Period stated in the Schedule, during which the results of the Business are affected in consequence of the Damage

### Maximum Indemnity Period

means the number of months stated against each item detailed in the Schedule unless stated otherwise by Endorsement.

### New Business

means for the purpose of any basis of claims settlement, an Incident occurring before You have completed Your first 12 months Business trading at the Premises

### Outstanding Debit Balances

means an estimate of the total debit declared at the time of the Incident adjusted for

- 1) bad debts
- 2) amounts debited or invoiced but not debited and credited including credit notes and money not passed through Your books of accounts at the time of the Incident to Customers Accounts in the period between the last statement date and Incident
- 3) any abnormal condition of trade which had or could have had a material effect on Your Business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the Incident

## Section Cover

Business Interruption at Your Premises resulting in Loss of Gross Income occurring in the Indemnity Period following an Incident during the Period of Insurance caused by the operation of a Specified Peril insured under Material Damage Section

Provided that at the occurring of the Business Interruption there shall be in force an insurance covering Your interest in the Property insured at the Premises against such Damage and that payment

- 1) shall have been made or liability admitted or
- 2) would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

## Basis of Claims Settlement

The following settlement headings apply when the insured item(s) below are stated in the Schedule to this Section

### Loss of Gross Income

If the Property used by You at the Premises or elsewhere as specified sustains Damage causing an interruption to Your Business, which results in a loss of Gross Income We will indemnify You for the:

- 1) the amount by which Gross Income during the Indemnity Period as a result of Damage is reduced from the Estimated Gross Income which would have been received during the Indemnity Period had the Damage not occurred
- 2) Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of Damage not exceeding the amount of Gross Income thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of Your Business payable out of Gross Income as may cease or be reduced in consequence of the Incident

Provided that if at the time of any Damage the Sum Insured on Gross Income is less than the Estimated Gross Income which would have been earned in the Indemnity Period following the date of the Damage, the amount payable will be proportionally reduced

- 3) the additional expenditure beyond that recoverable under 2) above for the sole purposes of providing alternative accommodation and food (including incidental removal costs) for You, Your family and Employees who usually reside on the Premises. Our maximum indemnity will not exceed 10% of the Sum Insured on Gross Income.
- 4) auditors or accountants charges reasonably incurred for producing or certifying details of a claim under this Section.

### Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

#### Denial of Access

The cover under this Section extends to include interruption of or interference with Your Business in consequence of an Incident as insured by this Section, occasioned by Damage to Property in the vicinity of the Premises which prevents or hinders the use or access to the Premises, whether the Premises or Your Property suffers Damage or not, but excluding Damage to Property of any supply undertaking from which You obtain gas, electricity or water, which prevents or hinders the supply of such services to the Premises stated in the Schedule as Denial of Access

#### Public Utilities

The insurance by this Section extends to include accidental failure of public supply undertaking, including land based lines and cables carrying the supply to the terminal point of Your Premises, in the Territorial Limits for which you obtain Your gas, electricity, water or telecommunications but excluding:

- 1) telecommunications where such failure is for a period of less than 24 hours
- 2) electricity, gas or water where such failure is for a period of less than 1 hour
- 3) any failure caused by:
  - 3.1) the deliberate act of any supply authority of by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason
  - 3.2) strikes or labour or trade disputes
  - 3.3) other atmospheric or weather conditions but this shall not exclude failure due to Damage to equipment caused by such conditions

- 3.4) loss resulting from error or omission in the design plan or specification of such land based lines and cables, operational error or omission, faulty workmanship, faulty materials employed in the original product and or original installation of such Property.

the Maximum Indemnity Period under this Extension shall be 3 months and stated in the Schedule as Public Utilities.

#### Suppliers

This Extension provides cover for Damage by an Specified Peril insured under Trade Contents Section to Property at the Premises of any of Your suppliers or booking agents (other than suppliers of electricity, gas, water or telecommunications) within the Territorial Limits.

Our maximum liability will not exceed 25% of the Sum Insured in respect of any brewer supplying You or 10% of the Sum Insured for all other suppliers.

#### Infectious Diseases

The insurance by this Section extends to include interruption of or interference with Your Business in consequence of closure of the Premises or part thereof on the order advice or stipulation of any government or local authority as a result of

- 1) any human infectious or human contagious Disease (excluding Acquired Immune Deficiency Syndrome [AIDS] or an AIDS-related condition) manifested by any person whilst at the Premises, or within a 25 mile radius of the Premises
- 2) murder or suicide occurring at the Premises
- 3) injury or illness sustained by any visitor, arising from or traceable to foreign or injurious matter in food or drink provided on the Premises
- 4) defects in the drains or other sanitary arrangements at the Premises, or the Premises becoming infested with vermin or pests

1) – 4) are stated in the Schedule as Infectious Diseases

Our maximum limit of indemnity shall not exceed £25,000 during each Period of Insurance

- 5) sudden and accidental pollution of a beach or coastal or inland waterway at the Premises of within a 25mil radius

Our maximum limit of indemnity will not exceed £25,000 for each occurrence during each Period of Insurance

For the purpose of this Extension Indemnity Period means the period during which the results of Your Business are affected in consequence of the outbreak or Event beginning with the date when restrictions on the Premises are imposed and ending not later than the Indemnity Period

### Public Emergency

The Extension provides cover for the actions or advice of a competent Public Authority due to an emergency likely to endanger life or Property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises; excluding:

- 1) any loss during the first 4 hours
- 2) any period other than the actual period when access to the Premises was prevented
- 3) any loss occurring in Northern Ireland
- 4) infectious or contagious diseases

### Book Debts

The insurance by this Section extends to include an Incident where You are unable to trace or establish the Outstanding Debit Balances in whole or in part following Damage to Your books of account or other Business books or documents at the Premises or any premises occupied by persons acting on Your behalf to which Your Business records are temporarily removed or in Transit within the Territorial Limits but excluding an Incident resulting from

- 1) records being mislaid or misfiled
- 2) the deliberate falsification of records or by any bookkeeping accounting or other error or omission dishonest or fraudulent act by Your Employees or by any person acting on their behalf

The cover provided by this Extension is limited to an Incident You sustain in respect of Outstanding Debit Balances directly due to the Incident and the amount payable in respect of any one event of an Incident shall not exceed

- 1) the difference between
  - 1.1) the Outstanding Debit Balances and
  - 1.2) the total of the amounts received or traced in respect thereof

and

- 2) the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Incident:

provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced

Our maximum liability under this Extension shall not exceed the amount stated in the Schedule any one occurrence

It is a condition precedent to any liability of Ours under this Extension that

- 1) You will keep a monthly record of the amounts outstanding in Your Customer Accounts as set out in Your books of account and that such records be kept

at a place other than the Premises

- 2) if there are fire-resisting safes or cabinets at the Premises Your books or records used for Your Business in which Customer Accounts are shown must be kept in such safes or cabinets when not in use

### National Lottery

The Extension provides cover for loss resulting from interruption to or interference with Your Business at the Premises in consequence of an Employee or Employees terminating their employment with You as a direct result of a confirmed win during the Period of Insurance on the National Lottery in the United Kingdom,

Provided that after the application of all the terms, definitions, conditions and clauses, endorsements and exclusions under this Policy:

- 1) Our liability under this Extension in total for all claims or series of claims, arising out of any one original cause will not exceed the Loss of Income Sum Insured; and
- 2) the Indemnity Period under this Extension will not exceed 3 months

For the purposes of the Extension the definition of Employee shall mean:

Any person whilst working for You in connection with the Business who is under a contract of service or apprenticeship with You.

For the purposes of this Extension the definition of Indemnity Period shall mean:

The period beginning with the date of the confirmed win on the National Lottery and ending when the results of the Business will cease to be affected by such win.

### Bomb Scares

The Extension provides cover for loss of Gross Income arising from interruption to the Business at the Premises in consequence of the suspected or actual presence of an incendiary or explosive device commencing during the Period of Insurance which prevents or hinders access to the Premises; excluding

- 1) any loss during the first 4 hours; or
- 2) any loss occurring in Northern Ireland

Our maximum liability under this Extension will not exceed £50,000 in total for all claims or series of claims arising out of any one original cause.

### Section Exclusions

We will not provide indemnity for:

- 1) erasure, loss, distortion or corruption of information on computer systems or other records programmes or software caused deliberately by Riot Strike Labour Disturbances Civil Commotion or Malicious Persons

- 2) other erasure, loss or distortion or corruption of information on computer systems or other records programmes or software unless resulting from any Specified Peril insured under Buildings Section or Trade Contents Section of this Policy

## Section Conditions

### Claims (Action to be taken by You)

It is a condition precedent to liability that

- 1) in the event of an Incident in consequence of which a claim is or may be made under this Section You will
  - 1.1) notify Us as soon as is reasonably practicable
  - 1.2) deliver to Us at your own expense within 7 Days full details of any Incident caused by Specified Peril 5) Riot Civil Commotion Strikers Locked-out Workers or Specified Peril 6) Malicious Persons
  - 1.3) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Your Business or to avoid or diminish the loss
- 2) in the event of a claim being made under this Section You will at Your own expense
  - 2.1) as soon as is reasonably practicable deliver to Us in writing particulars of Your claim
  - 2.2) together with details of all other insurances covering property used by You at the Premises for the purpose of the Your Business or any part of it or any resulting Business Interruption
  - 2.3) deliver to Us such books of account and other Business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by Us for the purpose of investigating or verifying the claim together with if requested provide a statutory declaration of the truth in respect of the claim and any relevant details
- 3) any Payments on account of the claim already made will be repaid to Us if this Condition is not complied with

### Condition of Average (underinsurance)

If the Sum Insured by items for Gross Income is less than the corresponding Estimated Gross Income figure disclosed by You then Our liability shall be limited to that proportion which the Sum Insured on each item bears in relation to the corresponding estimate

### Current Cost Accounting

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

### Declaration Linked

Where an item in the Schedule features the suffix "D"

The Condition of Average (underinsurance) is deleted and Our liability will not exceed in respect of Gross Income 133.33 per cent of the Estimated Gross Income stated and 100 per cent of the Sum Insured by other items or such other amounts as may be substituted

The premium paid may be adjusted by Us on receipt of a declaration of Gross Income earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors

If an incident gives rise to a claim for loss of Gross Income the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Income was reduced during the financial year solely in consequence of the Incident

If the declaration amount adjusted as above and proportionately increased where the maximum Indemnity Period exceeds 12 months is less than the Sum Insured on Gross Income for the relative Period of Insurance we will allow a pro rata return of premium not exceeding 50 per cent of the premium paid

### Value Added Tax

To the extent that You are accountable to H.M. Revenue and Customs for Value Added Tax all terms in this Section shall be exclusive of such tax

# Liability Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

### Bodily Injury

means physical or mental injury including death illness disease mental anguish or shock but not defamation

### Excess

means the first amount payable to You of any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

### Principal

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

### Product Supplied

means any product or thing (including containers packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by You, in the course of Your Business in or from the Territorial Limits

### Terrorism

means any act including but not limited to, the use of force or violence and/or the threat thereof of any person or persons, whether acting alone or on behalf of, or in connection with, any organisations or governments, committed for political, religious, ideological, or similar purposes and or to put the public or any section of the public in fear

## Employers' Liability Subsection

### Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with You in connection with Your Business

### Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount

stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

### Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### Injury to Working Partners

This Extension provides cover under Employers Liability Section in respect of Injury sustained by any working partner provided that We shall only be liable under this Extension where:

- 1) the Bodily Injury is sustained whilst such partner is working in connection with the Business
- 2) the Bodily Injury is caused by negligence of another partner or Employee whilst working in the Business

### Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any

Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request 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 provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

### Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform

## Public and Products Liability Subsection

### Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

### Limit of Liability

- 1) Our Limit of Liability in respect of Public Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule
- 2) Our Limit of Liability in respect of Products Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule; provided that
  - i) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism; and
  - ii) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

### Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

## Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as Limit of Indemnity in the Schedule to this Subsection, whichever is lower
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
  - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - 3.3) for the costs of replacing reinstating rectifying or erasing any personal Data
  - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
  - 3.5) against 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
  - 3.6) against Contractual Liability
  - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

## Defective Premises Act

The indemnity provided by this Subsection shall extend to apply 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 Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

**Leased or Rented Premises**

Subsection Exclusion 4.3) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

**Motor Contingent Liability**

Notwithstanding Subsection Exclusions 2.1) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that We shall not provide indemnity against liability

- 1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
- 2) for which indemnity is provided by any other insurance
- 3) caused or arising whilst such vehicle or trailer is
  - 3.1) engaged in racing pace-making reliability trials or speed testing
  - 3.2) being driven by You
  - 3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - 3.4) used elsewhere other than within the Territorial Limits

**Personal Liability**

This Extension will indemnify You in respect of legal liability incurred in a personal capacity by You, Your resident manager or any family member permanently residing in the premises for Injury or Damage to Property occurring anywhere within the Territorial Limits provided that this Extension shall not apply to liability

- 1) excluded under this Subsection
- 2) arising from:
  - 2.1) any profession or business
  - 2.2) tree felling or lopping operations
- 3) the ownership possession or use of any animal (other than cats dogs)
- 4) assumed under agreement and which would not have attached in the absence of such agreement

**Consumer Protection and Food Safety Acts**

This Extension will provide indemnity for You and at Your request for Your directors, partners or Employees against legal costs and expenses incurred with Our written consent in connection with the defence of any proceeding or an appeal against a conviction arising from such proceedings brought for a breach of

- 1) Part 2 of the Consumer Protection Act 1987
- or
- 2) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance.

provided that this indemnity shall not apply to:

- 1) the payment of fines or penalties
- 2) proceedings or appeals in respect of any deliberate act or omission by You
- 3) costs and expenses insured by any other Policy

**Subsection Exclusions**

We will not provide indemnity for:

- 1) Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) Bodily Injury or Damage arising from the ownership possession or use by Your or on Your behalf of:
  - 2.1) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licenced for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy).
  - 2.2) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft.
- 3) Bodily Injury or Damage arising from or caused by:
  - 3.1) design formula advice or specification provided by You or on Your behalf
  - 3.2) breach of professional duty or malpractice of any nature by Your or on Your behalf
  - 3.3) the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf
  - 3.4) any treatment used practiced or performed

- by You or on Your behalf other than when performing first aid
- 3.5) any surgical operation or medical procedure by You or on Your behalf
- 4) Damage to part of any Property upon which You or anyone on Your behalf is or has been working and arising out of such work
- 5) all legal liability in respect of Pollution or Contamination other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that;
- 5.1) all Pollution and Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- 5.2) Our liability for all damages including interest thereon payable in respect of all Pollution and Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Limit of Liability state in the Schedule.

For the purpose of this Exclusion Pollution and Contamination shall be defined to mean:

- 1) all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- 2) all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.
- 6) all legal liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada or their dependencies or trust territories
- 7) Damage to any commodity article or thing supplied or erected or installed by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof
- 8) Damage to or costs and expenses involved in the repair, replacement, removal, dismantling or recalling of any Products Supplied which are the subject of any claim under this Section or any refund paid on such Products Supplied caused by or arising from
- 8.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such Products Supplied
- 8.2) an error or fault in connection with the sale supply or presentation of such Products Supplied
- 9) liquidated damages, fines or penalties
- 10) Punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

- 11) caused by or arising from any Product Supplied which to Your knowledge is for use or supply to the United States of America or Canada
- 12) for the Excess amount stated in the Schedule to this Subsection.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

### Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own mechanically propelled vehicles
- 7) provision of gifts and promotional material

### Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

### Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

### Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections

provide indemnity to each such Insured in the same manner, and to the same extent as if a separate Policy had been issued to each of them, provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule, regardless of the number of persons claiming to be indemnified

### Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
  - 1.1) coroner's inquest or other inquiry in respect of any death
  - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

### Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
  - 2.1) fines or penalties of any kind
  - 2.2) any circumstances for which indemnity is provided by any other insurance
  - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
  - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
  - 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed
  - 2.6) proceeding which relate other than to the health safety or welfare of any Employee and other than to products supplied unless the Public Liability Subsection is operative at the time when the offence was committed

- 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

### Indemnity to Principals

We will at Your request indemnify any Principal to the extent required by the contract between You and the principal in respect of legal liability arising from the performance of work by You for such principal; provided that

- i) You shall retain sole conduct and control of any claim; and
- ii) the principal shall observe fulfil and be subject to the terms , Conditions, Exclusions and limits of thisSection in so far as they can apply

### Indemnity to Other Persons

We will provide indemnity for:

- 1) Your personal representatives in the Event of Your death but only in respect of legal liability incurred by You
- 2) at Your request:
  - 2.1) any director or partner of the Yours or Employee whilst acting in connection with Your Business provided that You would have been entitled to indemnity under the respective Section if the claim had been made against You
  - 2.2) any officer or member Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in his/ her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms, Conditions, Exclusions and limits applicable to this Section in so far as they can apply.

### Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

- 1) Our liability under this Extension shall not exceed £5,000,000 in the aggregate and in any one Period of Insurance
- 2) this Extension shall only apply to proceedings brought within the Territorial Limits

- |   |  |
|---|--|
| <p>3) We must consent in writing to the appointment of any solicitor or counsel acting on Your behalf</p> <p>4) You shall immediately notify Us of receipt of any summons or other process served upon You which may give rise to proceedings arising from the cover under this Extension</p> <p>5) before We consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.</p> <p>6) Any information in support of this assertion requested by Us shall be supplied by You.</p> | <p>2) under Public Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Subsection for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims</p> |
|---|--|

It is understood that We will have no liability under this Extension:

- i) if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- ii) for any fines or penalties of any kind
- iii) where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence and of this Extension You would have obtained indemnity from any other source.

## Section Conditions

### Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but 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

### Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected

### Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims

# Specified All Risks Section

## Section Cover

Damage occurring within the Territorial Limits during the Period of Insurance to Property stated in the Schedule belonging to You or for which You are responsible

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance

## Section Conditions

### Basis of Claims Settlement

The Basis of Settlement for each and every item shall be on a Reinstatement Basis

### Section Exclusions

We shall not indemnify You for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
  - 2.1) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause
  - 2.2) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
  - 2.3) the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to You or in Your control but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- 3) Damage caused by or consisting of
  - 3.1) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
  - 3.2) change in temperature or atmospheric or climatic conditions
- 4) Theft or Attempted Theft
  - 4.1) from an Unattended vehicle between the hours of 6am and 9pm unless all doors and windows and other openings are left closed, securely locked and fastened and entry or access to the vehicle has been effected by forcible and violent means
  - 4.2) from the Premises whenever such Premises are closed for business or left Unattended unless all locks, bolts and other security devices including any intruder alarm system be put into full and effective operation.
  - 4.3) other than from the Premises between the hours of 9pm and 6am unless the property insured is in the personal custody of You or any of Your Employees or in a security locked or occupied Building
- 5) Damage consisting of
  - 5.1) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus of equipment which such breakdown or derangement originates
  - 5.2) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith

but this shall not exclude

  - 1) such Damage not otherwise excluded which itself results from any Specified Peril within Buildings Section of this Policy or from any other accidental Damage
  - 2) subsequent Damage which itself results from a cause not otherwise excluded
- 6) Damage caused by or consisting of
  - 6.1) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - 6.2) acts of fraud or dishonesty
  - 6.3) disappearance, unexplained or inventory shortages misfiling or misplacing of information
  - 6.4) electrical or magnetic injury, disturbance or erasure of electronic records other than by lightning
- 7) Destruction of or Damage to a Building or structure caused by its own collapse or cracking unless resulting from any Specified Peril insured under Buildings Section of this Policy unless otherwise excluded
- 8) Damage to moveable Property in the open
- 9) Damage to the Property insured:
  - 9.1) caused by Fire, resulting from its undergoing any heating process or any process involving the application of heat
  - 9.2) (Other than by Specified Perils 1) Fire or 2) Explosion) resulting from it undergoing of any

process of production, packing, treatment, testing commissioning, servicing, adjustment or repair.

- 10) Damage by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by government or any public authority
- 11) Damage to Money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses.
- 12) loss of market, loss of use, monetary devaluation or indirect loss of any kind
- 13) Damage to the Property insured whilst in Transit by air unless the Property is being carried on board the aircraft as hand luggage.
- 14) Damage caused by pollution or contamination
- 15) Damage cause by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 16) the Excess amount stated in the Schedule

# Money Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Money

means the face value of cash (notes and coins), cheques, giro cheques, travellers cheques, postal or money orders, bankers drafts, current postage and revenue stamps, unused units in postage stamp, franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday with-pay stamps, bills of exchange, credit and debit card sales vouchers, luncheon vouchers consumer redemption vouchers, trading stamps, gift tokens, VAT purchase invoices, all pertaining to Your Business and belonging to You or for which You are responsible

### Non-negotiable Money

Crossed cheques, crossed money orders, crossed postal orders, crossed bankers drafts, unused units in postage stamp, franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, credit and debit card sales vouchers, and VAT purchase invoices subject to a limit of £250,000 for any one Event

### Basis of Claims Settlement

means the amount payable will be the value of the Money up to the Limit of Liability or other Property insured at the time of the Damage or at Our option the reinstatement or replacement of such other property or any part of it

### Benefit

means the amount payable in respect of

- 1) death
- 2) loss of limbs which shall mean total loss of use, or loss by physical separation at or above the ankle or wrist of one or more limbs
- 3) loss of sight, which shall mean total irredeemable and irrecoverable loss of sight in on or both eyes
- 4) permanent total disablement which shall mean permanent total disablement preventing the Insured Person from engaging in or attending to business of any kind
- 5) temporary total disablement which shall mean temporary disablement entirely preventing the Insured Person from engaging in or attending to his or her usual occupation

### Bodily Injury

means physical or mental injury caused solely by assault following Specified Peril 16) Theft or Attempted Theft, but not Disease

### Business Hours

means the period during which the Premises are occupied for Your Business and during which You or any Insured Person entrusted with Money is in the Premises or at the sites of contract

### Insured Person

means You or any partner director or Employee of Yours

### Section Cover

loss of Money by any cause occurring at the Premises or in Transit or at a private residence of Yours or an Insured Person anywhere within the Territorial Limits during the Period of Insurance

### Limit of Liability

Our liability under this Section shall not exceed the Limits stated in the Schedule

## Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

### Bank Night Safe

This Extension provides cover for Money deposited in a recognised bank night safe until processed into Your account up to the amount specified in the the Schedule

### Unauthorised Use of Credit Cards

This extension applies only in respect of unauthorised use of a company credit card by the said third party subject to a limit not exceeding £1,000 for any one Period of Insurance provided that

- 1) You fully comply with the terms and conditions imposed by the issuer of the card
- 2) any losses being reported to the police and the issuer of the card within 24 hours of discovering the loss
- 3) Our liability shall not apply in respect of any losses recoverable from or cancelled or rescinded by the issuer of the card

### Damage to Safes and Carrying Cases

This extension provides indemnity for Damage in the event of Damage to

- 1) cases bags belts or waistcoats whilst being used for the Transit of Money
- 2) safes strong rooms and stamp franking machines
- 3) cash registers provided they are left open outside of Business Hours

that are Your Property or for which You are responsible

caused directly by Specified Peril 16) Theft or Attempted Theft or any attempted theft of Money

**Keys**

This Extension provides cover for the cost of replacement keys or lock mechanisms of safes or strong rooms, with Our consent, following theft of Key by force or violence.

Our maximum liability shall not exceed £5,000 any one Event and £10,000 any one Period of Insurance

**Bodily Injury**

We will pay Benefits stated in the Schedule in respect of any Bodily Injury sustained by any Insured Person in the course of Your Business, where such Bodily Injury arises directly from assault following Specified Peril 16) Theft or Attempted Theft, provided that:

- 1) Benefits shall be payable only under one of items 1, 2 or 3 of the Schedule
- 2) Benefits shall not be payable to any person who's age exceed 70 years

**Personal Effects**

This Extension provides cover for Damage to clothing or personal effects other than motor vehicles, of any Insured Person, following Specified Peril 16) Theft or Attempted Theft.

Our maximum liability shall not exceed £250 for any one Event

**Theft By Employees**

This extension provides indemnity for direct loss of Money or goods belonging to You for which You are legally responsible for caused by any act of theft committed during the period of Insurance by an Employee with the clear intention of making and which results in an improper financial gain for themselves or any other person or organisation and which is discovered within 28 days of the loss

Our maximum liability shall not exceed £5,000 any one claim.

For the purpose of this Extension, Employee shall mean:

- i) any person ( including any director, whose shareholding does not at any time exceed 5% of Your share capital) working for You in connection with the Business under a contract of service or apprenticeship with You are who is remunerated for such services wholly or mainly by salary or wages: or
- ii) any person undergoing training or under any Government approved training scheme under Your control.

who is normally resident with the United Kingdom.

One claim means:

All acts of theft throughout the continuance of this insurance committed by one Employee or by two or more Employees acting in collusion

Acting in collusion means:

All circumstances where two or more Employees are concerned or implicated together or assist each other materially in committing acts of theft.

We will not be liable for the first £500 of each and every claim under this Extension

**Vending Machines**

This Extension provides cover for loss of Money by forcible and violent means from any vending machine at the Premises

Our maximum liability is up to £250 for any one Event

**Section Conditions**

**Accompaniment Condition**

Money or other Non-Negotiable Money in Transit will be subject to the additional conditions as noted below:

- 1) whenever the amount exceed £3,000 the Money must be in the possession of a least two able bodied adults
- 2) whenever the amount exceeds £6,000 the Money must be in the possession of at least two able bodies adults and contained with a cash carrying bag as stipulated or agreed by Us or at least three able bodies adults
- 3) whenever the amount exceed £10,000 the Money must be in the position of an approved security company
- 4) all journeys are to be made by private motor vehicles utilising varied routes and times.

**Claims (Personal Accident/Assault)**

In the Event of any Bodily Injury giving rise to a claim under this Section, the Insured Person will

- 1) place themselves under the care of a registered medical practitioner
- 2) submit certificates, information and evidence to support a claim at Your own expense
- 3) submit to any medical examination as may be required by Us at Our expense

**Keys Condition**

all keys, or notes of combinations of safes, or strong rooms shall be in Your custody, or that of an authorised employee during Business Hours and not left in the Premises out of Business Hours

**Cash Tills**

all cash till drawers after Business Hours be either left open

or removed from the till with their contents elsewhere.

### **Money in Automated Teller Machines**

It is a Condition precedent to Our liability under this Policy in respect of any Premises containing an ATM machine(s) that:

- 1) the ATM(s) is secured to the floor by a minimum of four resin anchor bolts (minimum 12mm diameter to a minimum depth of 150mm) into a substantial concrete base of not less than 170mm thick.
- 2) the ATM(s) units are emptied at the end of each working day and the money with transferred to a suitably graded safe for the amount of cash involved or else deposited within a bank night safe. Such transfer to be carried out whilst the Premises are locked and all customers excluded with at least two able bodies persons present during the transfer.
- 3) the ATM(s) door and security container within must be left open, empty and unlocked outside of Business Hours
- 4) whenever the ATM(s) is opened the Premises must be locked, all customers excluded and there must be two able bodied persons present.
- 5) notices must be prominently displayed within the Premises stating that the ATM(s) hold no cash outside of Business Hours

### **Section Exclusions**

We will not indemnify You for

- 1) depreciation in value dishonoured cheques or the use of counterfeit Money
- 2) any shortage of Money arising from error or omission
- 3) loss
  - 3.1) arising from fraud or dishonesty of any of Your Employees unless discovered within 14 working days after the Event
  - 3.2) arising from an Unattended vehicle
  - 3.3) occurring in Northern Ireland consequent upon Riot or Civil Commotion
- 4) loss of Money during Transit by unregistered post
- 5) loss from gaming and amusement machines
- 6) subsequent or inevitable loss of any kind

# Goods in Transit Section

## Section Cover

Damage to Trade Contents as defined under Trade Contents Section whilst in Transit by vehicles owned, hired or leased by You (including loading and unloading and temporary housing in the course of Transit) anywhere in the Territorial Limits

## Limit of Liability

Our liability under this Section shall not exceed the Limits of Liability stated in the Schedule or Limit stated in any Extension

## Subsection Conditions

### Automatic Reinstatement

In the absence of written notice from Us to You to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

### Basis of Claims Settlement

The basis of claims settlement under this Subsection is for:

1) **Cigarettes, Cigars and Tobacco, Wines and Spirits and All Other Stock**

We will pay You the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or part thereof

If the Sum Insured shown in the Schedule at the time of any Damage is less than full cost for replacement at current prices then You will be Your own insurer for the different and bear a rateable share of the Damage accordingly

2) **Business Contents**

The Basis of Settlement shall be on a Reinstatement Basis. We may at Our option reinstate or replace the Property or any part thereof

### Claims (Action by the Insured)

It is a condition precedent to Our liability that in the Event of Damage You will

- 1) notify Us immediately of any Event which might give rise to a claim under this Section
- 2) hold liable any responsible carrier bailee or other third party in accordance with their Particular terms of trade
- 3) provide Us with a written report of the Event as soon as possible
- 4) notify the Police as soon as possible of any Specified Peril 6) Malicious Persons and or 16) Theft or Attempted Theft to the Property insured

### Subsection Exclusions

We will not indemnify You for:

- 1) Theft from any Unattended vehicle unless:
  - a) such vehicle is security locked at all points of access
  - b) between the hours of 9.00pm and 6.00am the vehicle is kept within a securely locked building
- 2) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- 3) Damage due to natural deterioration
- 4) any indirect loss of any kind loss of market or Damage due to delay
- 5) Damage to bills of exchange promissory notes money securities for money stamps precious stones jewellery bullion or loss or death of or injury to living creatures
- 6) spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the Property Insured
- 7) the Excess amount stated in the Schedule

# Frozen Foods Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### **Basis of Settlement**

means determining the cost price of the Property at the time of Damage or at Our option replacement of the Property

### **Cold Chamber**

means the cold-room or chamber in which the Property is stored at a controlled temperature

### **Damage**

means loss of or physical damage to the Property by deterioration or putrefaction

### **Property**

means stock of foodstuffs whilst in the Cold Chamber of any deep freeze at the Premises stated in the Schedule belonging to You or for which You are responsible

## Section Cover

Damage at the Premises occurring during the Period of Insurance due to or arising from

- 1) a rise or fall in temperature owing to a failure of the freezer cabinet
- 2) accidental escape or leakage of refrigerant or refrigerant fumes
- 3) accidental failure of the public or private supply of electricity

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown in the Schedule in respect of any one Period of Insurance unless stated otherwise by Endorsement

## Section Conditions

### **Automatic Reinstatement**

In the absence of written notice from Us to You to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

### **Average (Underinsurance)**

Each of the Sums Insured by this Section is declared to be separately subject to average. Whenever a Sum Insured is declared to be subject to average if such sum shall at the commencement of any Damage be less than the value of the Property insured within such Sum Insured the amount payable by Us in respect of such Damage shall be proportionately reduced

## Section Exclusions

We shall not indemnify You for

- 1) Damage caused by
  - 1.1) Your wilful act or neglect of any partner Director or Employee or their families
  - 1.2) the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply
  - 1.3) the failure of freezer cabinets which are
    - i) over 15 years old
    - ii) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company
    - iii) powered by a motor in excess of 2 horse power
  - 1.4) any operative Specified Peril under the Material Damage Section
  - 1.5) moth or vermin or insects
  - 1.6) wear and tear deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of Property
  - 1.7) the incorrect setting of thermostats or automatic controls
- 2) Damage to Property which has passed the date set by the manufacturers for consumption
- 3) subsequent or inevitable loss of any kind
- 4) the Excess amount stated in the Schedule

# Loss of Licence Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Basis of Claims Settlement

means the depreciation in value of the interest of the Insured in the Premises and costs and expenses incurred by You with Our written consent in connection with any appeal in respect of forfeiture of or refusal to renew such Licence

### Gross Income

means the money paid or payable to You in respect of food, drink or accommodation and services less the cost of food and drink

### Indemnity Period

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

- 1) upon disposal; or
- 2) 12 months from the loss of licence whichever is the earlier

### Insured/You/Your

means the person or corporate body or organisation and any third party interest noted in the Schedule or by Endorsement. Each Insured is considered to be a separate legal entity and the Insurance provided will operate as if a separate Policy had been issued to each Insured subject to the Limit of Liability

### Licence

means licence granted to the Insured in respect of the retail sale of excisable liquors at the Premises but excluding any temporary licence

## Section Cover

If the licence which has been granted in respect of the Premises is forfeited suspended or withdrawn We will pay You:

- 1) The amount by which Gross Income during the Indemnity Period falls short of the Gross Income during an equivalent period immediately before the forfeiture suspension or withdrawal of licence
- 2) reasonable additional expenses incurred in maintaining the Gross Income during the Indemnity Period but no more than the loss avoided under 1) above.

less any amount saved during the Indemnity Period in respect of reduced expenses due to the Event

In adjusting the amount payable to You, all variations or

special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if forfeiture suspension or withdrawal of the licence had not occurred.

If the Event occurs in the first year of trading the payment under 1) shall be based on the trading figures immediately before the forfeiture suspension or withdrawal of the licence.

- 3) reduction in the 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 withdrawal of the licence and You sell the Premises
- 4) all costs and expenses incurred by You with Our written consent
- 5) professional fees reasonably incurred for producing and certifying details of a claim under this Section

## Limit of Liability

We will indemnify You up to but not exceeding the Limit of Liability stated in the Schedule in respect of any one Period of Insurance provided that if We are liable to indemnify more than one Insured the aggregate amount of indemnity to all shall not exceed the Limit of Liability stated in the Schedule

## Subsection Conditions

### Alternative Trading

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.

### Claims (action by You)

It is a condition precedent to liability that in the event of the Licence being forfeited or renewal being refused You will

- 1) give notice in writing to Us within 24 hours of becoming aware of such Event stating the grounds upon which the decision was made
- 2) deliver as soon as possible thereafter a written statement substantiating any claim together with such documents statements and accounts as may be required to verify such claim and if required by Us make a statutory declaration as to the truth of such claims and give Us free access to the Premises and Your books of account or other business books or documents as may be necessary for ascertaining the value of the Premises and the goodwill in relation to the Licence

## RETAIL POLICY WORDING – LOSS OF LICENCE SECTION

- 3) give all such assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew
- 4) apply if practicable and if required by Us for the grant of a new Licence for the same or alternative Premises as may enable You to continue Your Business in similar or alternative form

### Claims (notification)

It is a condition precedent to liability that You will immediately notify Us

- 1) on becoming aware of any circumstance which may result in a claim under this Section
- 2) of any complaint prosecution or intended prosecution
  - a) in respect of the Premises or the conduct or control thereof
  - b) in relation to the honesty or moral standing of the licence-holder manager or tenant or occupier of the Premises
- 3) of any transfer or proposed transfer of the Licence tenancy or management of the Premises
- 4) of any objection to renewal of the Licence or any other matter affecting the issue of such Licence

### Non-contribution

If the forfeiture or refused renewal of the Licence which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance We shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected

### Transfer of Licence

If in the Event of:

- 1) death bankruptcy or incapacity of
- 2) conviction of
- 3) desertion of the Premises by

the licence-holder or manager or tenant or occupier of the Premises happens and consequently the Licence or its renewal may be endangered You will at Our request take all practicable steps to secure the replacement of such person by a person who will be acceptable to the licensing justices or other authority for the transfer to or renewal of the Licence

### Subsection Exclusions

We will not indemnify You

- 1) in the event that compensation is payable to You by virtue of any legislation relating to the Licence
- 2) if forfeiture or non-renewal of the Licence is caused

- 2.1) directly or indirectly by Your misconduct or procurement or connivance or neglect or omission or failure by You to take any step necessary for keeping the Licence in force
- 2.2) by alteration of the Premises without consent of the appropriate authority
  - i) being closed for any period which is not required by law
  - ii) not being maintained in a sanitary condition or satisfactory state of repair
  - iii) being required for by any public purpose or affected by any scheme of Town and Country planning or redevelopment
  - iv) by alteration of law affecting the issue of Licences
- 3) for the loss of any extension to normal opening hours.

# Computer Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

### Accident

means

- 1) electrical or mechanical breakdown
- 2) artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wire
- 3) Damage arising from or due to operator error that results in overloading of Computer Equipment

### Computer Equipment

means

- 1) Electronic, computer or other data processing and or storage equipment.
- 2) Projectors, printers, scanners and other peripherals using in conjunction with 1).
- 3) Portable computer equipment

owned by You, or for which You are responsible whilst at Your Premises

### Derangement

means electrical or mechanical malfunction arising from a cause internal to Computer Equipment, unaccompanied by visible Damage to or breaching of any parts of the Computer Equipment

### Media

means all forms of electrical, magnetic and optical tapes and discs for use in any Computer Equipment

### Verified

means checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

## Section Cover

- 1) Damage to Computer Equipment
 

Damage to Computer Equipment by its own overrunning excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating directly caused by:

  - 1.1) accidental failure of electricity or telecommunication services
  - 1.2) denial of access as a result of Damage in the vicinity of Your
- 2) Accidental and Malicious Erasure

The cost of repurchasing or reinstating software programmes or data information used with the Computer Equipment following accidental or malicious erasure, distortion or corruption of the programme or information arising from Damage by a Specified Peril which occurs during the Period of Insurance and is discovered within twelve months of its occurrence.

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule, in respect of any one Period of Insurance, or any limit stated in any Extension and/or Endorsement to this Section

## Section Extensions

The terms, Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

### Reinstatement of Data and Computer Increased Costs of Working

This Extension will provide cover:

- 1) costs incurred in reinstating data lost or Damaged in consequence of an Accident or Derangement to Computer Equipment.

Providing that:

- i) liability is limited solely to the cost of reinstating data onto Media and:
- ii) We will not be liable for Damage to software

Our maximum liability will not exceed £50,000 any one Accident.

- 2) costs incurred in minimising or preventing the resulting interruption or interference to Your computer operations

Our maximum liability will not exceed £50,000 any one Accident

### Business Interruption

If cover is shown as operative in the Schedule, We will provide cover for Your loss of Gross Income as defined under Loss of Income Section caused by an Accident to Computer Equipment.

Our maximum liability will not exceed £100,000 in the aggregate during any one Period of Insurance

### Expediting Expenses

This Extension will provide cover for costs reasonably incurred by You, to make temporary repairs and expedite permanent repairs or permanent replacement to or of Computer Equipment.

Our maximum liability will not exceed £20,000 any one Incident

## Section Conditions

### Back Up Records

You shall keep and maintain a minimum of two generations of Verified back up computer records, taken at intervals of no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with manufacturer's recommendations.

### Basis of Claims Settlement

The Basis of Settlement for each and every item shall be on a Reinstatement Basis

## Section Exclusions

We shall not indemnify You for

- 1) loss or Damage resulting from:
  - 1.1) maintenance and/or repair of consumables
  - 1.2) scratching of painted or polished surfaces
- 2) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
- 3) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance
- 4) Damage recoverable under any maintenance agreement or any warranty or guarantee
- 5) any additional expenditure incurred following:
  - 5.1) failure of the public supply of electricity due to the deliberate act of the supply authority or the exercise by the supply authority of its power to withhold or restrict supply unless necessitated by the need to safeguard life or protect a part of the supply authority's system
  - 5.2) failure of telecommunication company's landline due to
    - i) a deliberate act to withhold or restrict access to the system
    - ii) industrial action by the telecommunications company employees
    - iii) use of non-approved equipment
- 6) Damage to Data or Media of any kind caused by:
  - 6.1) programming error or programming limitation
  - 6.2) computerVirus

- 6.3) introduction of malicious code
- 6.4) loss of data unless provided by Extension Reinstatement of Data i)
- 6.5) loss of access
- 6.6) loss of use
- 6.7) loss of functionality
- 7) the Excess as stated in the Schedule.