

RESTAURATEURS COMBINED INSURANCE POLICY

Your Policy - Important Notice

Here is your Policy document which together with the separate Schedule and any endorsements form the Contract of Insurance. Any proposal or declaration signed by you (including any additional information supplied) in connection with this insurance will form the basis of the agreement between you and the Insurers and it is therefore essential that all material details affecting the risk have been disclosed to us at the outset or immediately if any alterations arise.

The Schedule sets out your Sums Insured and the Sections of the Policy which are operative Please read the Schedule and this Policy and return it immediately if it is not in accordance with your requirements

Almost certainly your needs will change and if they do please let us know Your Policy is designed for easy amendment or extension and an updated Schedule or endorsement will be issued each time there is an alteration to Sums Insured or cover

Notice to Insured

The parties to this Policy are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Occasionally problems or difficulties may arise and if you have any enquiry or complaint regarding your Policy this may be addressed in the first instance to the intermediary who arranged this Policy for you. If you are not satisfied with the way a complaint has been dealt with, if in respect of Section 3 (Property Owners Liability) you may contact the Insurers at

International Insurance Company of Hannover Limited
1 Arlington Square
Bracknell
Berkshire
RG12 1WA

Or, in respect of all other Sections of this Policy you may ask the Complaints and Advisory Department at Lloyds to review your case rights in law. The address is:

Policy Holder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA
Tel: 020 7327 5225

If after following the above procedure you remain dissatisfied you have the right to refer the matter to the Financial Ombudsman Service at the following address

Customer Contract Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel 0845 080 1800

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet

Please have ready the details of your Policy and in particular your Policy number to help your enquiry to be dealt with speedily

Agreement

In consideration of the Insured named in the Schedule and carrying on the Business as defined therein and paying the premium mentioned in the Schedule to the Insurers named therein or to Insurers whose names are with your consent substituted therefore by memorandum attached hereto (such Insurers or substituted Insurers being hereinafter called "the Insurers")

the Insurers severally and not jointly agree to insure each for his own part and not one for another and therefore each for his own share as set out hereinafter in the manner and to the extent provided for in the respective Sections specified as operative in the Schedule in respect of events occurring during the Period of Insurance set out in the Schedule or any subsequent period for which the Insured shall pay and the Insurers shall accept the premium required

in witness whereof I being duly authorised by the Insurers have hereunder subscribed my name on their behalf

for East Kent Underwriting Ltd

RES 11/10

for Advance Insurance Services

RES 11/10

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GENERAL DEFINITIONS

The Insured/You/Your

The person(s) company or firm named as the Insured in the Schedule

The Insurers /We/Us/Our

The Insurers named in the Schedule

The Business

Business means your business as stated in the Schedule and no other

The Premises

Premises means the Building situate as stated in the Schedule built of brick stone or concrete and roofed with slate tile metal asphalt or concrete comprising the restaurant cafe or public house and residential accommodation and any outbuilding used by you in connection with the Business or for domestic purposes

Damage

The term Damage when referred to in this Policy shall mean loss or destruction of or damage to Property Insured by an Insured Peril or any other cause insured under the respective Section other than as excluded hereafter

Accidental Damage

The term Accidental Damage means damage caused by accidental and external means

Average (Underinsurance)

Average means whenever a Sum Insured is declared to be subject to Average (Underinsurance) if at the time of Damage to the Property Insured by any Item the Sum Insured in respect of that Item is less than 85% of the full value of the property to which it applies you will be considered to be your own insurer for the difference and will be expected to bear a rateable share of the loss accordingly

Excess

Excess means an amount deducted from each and every loss or series of losses arising from any one event or occurrence likely to give rise to a claim hereunder after the application of all other terms exclusions and conditions of this Policy as stated on the Schedule

Money

Money means cash bank and currency notes cheques girocheques postal orders money orders crossed bankers' drafts crossed giro drafts current postage stamps unexpired units in franking machines national insurance stamps (whether affixed to cards or otherwise) national savings and holiday with pay stamps national savings certificates premium bonds luncheon vouchers credit and cheque card sales vouchers debit card sales vouchers trading stamps gift tokens travel cards and telephone cards consumer redemption vouchers and VAT purchase invoices all belonging to you or for which you have accepted responsibility in connection with the Business

Business Hours

Business Hours means the period during which you or your partners directors or Employees are on the Premises for the purpose of the Business

Territorial/Geographical Limits

Territorial Limits means United Kingdom, the Isle of Man and the Channel Islands

Employee

Employee means any

- a) person under a contract of service or apprenticeship with you
- b) self-employed person
- c) person under a work experience scheme
- d) person hired or borrowed by you and working for you in connection with the Business

Products

Products means any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by or on behalf of the Insured from or within the Geographical Limits in connection with the Business

Injury

Injury means death bodily injury illness disease or shock

SECTION 1 - CONTENTS

COVER

In the event of Damage not otherwise excluded hereafter we will indemnify you against Damage to the Property Insured at the Premises or elsewhere as specified below

PROPERTY INSURED

Item 1 Stock in Trade

Stock in trade and goods in trust belonging to you or for which you have accepted responsibility

Item 2 Trade Contents

Trade and office furniture fixtures fittings utensils and all other contents interior decorations and improvements Landlords fixtures and fittings shop fronts belonging to you or for which you have accepted responsibility as tenant.

The term 'all other contents' is understood to include

- a) documents manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records and not for the value to you of the information contained therein
- b) computer systems records for an amount not exceeding **£2,500** but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to you of the information contained therein
- c) patterns models moulds plans and designs but only for the cost of the materials and of labour expended in reinstatement
- d) so far as they are not otherwise insured your partners directors Employees customers or visitors personal effects of every description (other than motor vehicles) for an amount not exceeding **£250** in respect of any one person

but excluding property referred to in the Exclusions

INSURED PERILS

- 1 Fire Lightning Explosion Earthquake Subterranean Fire
- 2 Riot Civil Commotion Strikers Locked Out Workers or persons taking part in Labour Disturbances or Malicious Persons

excluding Damage occasioned by or happening through confiscation or destruction seizure or requisition by the government or any public authority
- 3 Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the Premises

excluding theft from any garden yard or open space and any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned
- 4 Hold-up by violence and/or threats of violence to you or your Employees

- 5 Storm Tempest or Flood excluding
 - a) Damage by frost subsidence heave or landslip
 - b) Damage to gates fences and hedges and moveable property in the open
 - c) Damage attributable solely to change in water table level
- 6 Escape of Water from any Tank Apparatus or Pipe
- 7 Leakage of Oil from any Fixed Oil Heating Installation
excluding defective vaporisation smoke and smudge
- 8 Aircraft and other aerial devices or articles dropped from them
- 9 Breakage or Collapse of Television and Radio Aerials External Satellite Dishes Aerial Fittings and Masts
excluding
 - a) Damage to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
 - b) Damage to external satellite dishes unless specifically insured by this Section
- 10 Impact by
 - i) any Vehicle or Animal
 - ii) Falling Trees or branches other than if caused by felling or lopping by you or on your behalf
- 11 Accidental Damage but excluding
 - a) wear tear depreciation or diminution in value
 - b) damage caused by or arising from
 - i) subsidence ground heave or landslip
 - ii) normal settling cracking shrinkage bulging expansion or collapse of buildings roadways paths yards car parks or swimming pools
 - iii) faulty workmanship defective design plan or specification or the use of faulty materials
 - iv) scratching denting mechanical or electrical defect failure breakdown or derangement
 - v) atmospheric or climatic conditions or any other gradually operating cause rot fungus rust corrosion woodworm moths insects vermin or pests
 - vi) any process involving cleaning dyeing staining repairing restoring renovating fitting alteration or maintenance of any property
 - vii) use of any article with disregard to manufacturers instructions
 - viii) the Insured voluntarily parting with title or possession of any property if induced to do so by fraudulent scheme trick device or false pretence
 - ix) the insertion of counterfeit coins or other foreign articles in vending machines and the like
 - c) damage resulting from any exclusions to Insured Perils 1-10 above
 - d) damage to moveable property in the open and to fences walls gates and hedges

Limit of Liability

Our liability under each Item of this Section is limited to the respective Sums Insured shown in the Schedule

provided that during the months of November and December and for a period of 31 days before Easter Monday each year the sum Insured by each Item of Stock in Trade is increased by 25%

EXTENSIONS

This Section extends to include

1 Temporary Removal

Property Insured (other than Stock in Trade and Partners Directors Employees Customers or Visitors effects) provided the same are not otherwise insured whilst temporarily removed to and whilst in transit anywhere within the Territorial Limits or the Republic of Ireland for an amount not exceeding 15% of each Sum Insured in respect of Trade or Office Furniture

excluding Damage by Insured Peril 5 to Property in transit

2 Replacement Locks

Under Item 2 the cost of necessarily replacing external door locks and keys to maintain the security of the Premises following theft of keys by force and violence up to an amount not exceeding **£500** any one Period of Insurance

3 Debris Removal

The cost of removal of debris of the damaged parts of the Property Insured necessarily incurred with our consent excluding any costs or expenses

i) incurred in removing debris except from the Premises of such Property Insured destroyed or damaged and the area immediately adjacent to the Premises

ii) arising from pollution or contamination of property not insured by this Section

4 Cables and Underground Services

(Not applicable if Section 6 operative)

The cost of repairing accidental damage to piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of your responsibility as tenant

5 Damage to Buildings

(Not applicable if Section 6 operative)

The cost of making good Damage to the Premises as a result of Insured Perils 3 or 4 for which you have accepted responsibility for an amount not exceeding **£25,000**

6 External Blinds and Signs

The Property Insured extends to include the cost of replacement of or repair to external blinds and signs (excluding neon signs) belonging to you or for which you are responsible up to an amount not exceeding **£2,500** any one Period of Insurance

EXCLUSIONS

This Section does not cover

- 1 Damage to Property Insured caused by its undergoing any heating process or any process involving the application of heat
- 2 Damage to electrical equipment by its short-circuiting or overrunning not resulting in fire
- 3 Money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them or explosives unless specifically insured under this Section
- 4 Damage due to theft or attempted theft by or in collusion with any member of your family or Employees
- 5 Loss due to any person obtaining any property by deception
- 6 Breakage or Damage insured or excluded under Section 5 Glass or Property Insured under any extension or additional Section added to this Policy
- 7 Damage to Stock in Trade caused by bacteria disease or infection or condemnation by the competent authority
- 8 Consequential loss of any kind or description
- 9 Property more specifically insured by you or on your behalf

SPECIAL PROVISIONS

1 Basis of Claims Settlement

In the event of Damage to the Property Insured the maximum we will pay under any item is the Sum Insured applicable to that item and we will

under Item 1

indemnify you either by payment repair or at our option reinstatement

under Item 2

pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such cost has been incurred except that in respect of interior decorations improvements landlords fixtures and fittings and shop fronts a deduction for deterioration will be made if the said property has not been maintained in good condition

2 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that

- a) the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sums Insured
- b) you shall
 - i) take immediate steps to effect such additions to or variations in protections as we may require
 - ii) pay the appropriate additional premium

3 **Average (Underinsurance)**

The Sums Insured by each Item under this Section are separately subject to Average (Underinsurance)

4 **Minimum Security Requirements**

It is a condition precedent to liability hereunder that the following devices are put into full and effective operation at night and whenever the Premises are unattended unless varied in writing by the Insurers

- 1 All external doors at the Premises together with internal doors which give access to any part of the building not occupied by the Insured shall be fitted and secured with one of the following
 - a) a mortice deadlock with boxed metal striking plate or a rim lock either of which conforms to BS3621 Specification for Thief Resistant Locks
 - b) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions
 - c) all aluminium framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate
 - d) all UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate of a multi-point locking system with a minimum of three locking points of which at least the central one must contain a horizontal dead lock or hook bolt with a minimum engagement in keep of 10mm. The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts
 - e) two key operated locking mechanisms or one key operated locking mechanism with
 - i) 300mm tower bolts fitted top and bottom
 - ii) steel or timber cross bars fitted internally
- 2 All outward opening external doors and internal doors which give access to any part of the building not occupied by the Insured to be fitted and secured with hinge bolts top and bottom
- 3 Steel or aluminium roller shutters to be secured by at least two of the following
 - a) integral locking mechanism fitted to bottom rail of shutter
 - b) proprietary guide mounted locking system (pinlocks)
 - c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions
- 4 All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes to be fitted with key operated locks or solid steel or iron bars or security grilles

Note: This endorsement shall not apply to any door or window officially designated a fire exit by the fire authority

WARRANTIES

It is warranted that

- 1 In respect of Insured Perils 5 6 and 7 Property Insured by Item 1 in the sub-basement basement or ground floor of the Premises be kept at least 15 centimetres above the floor level
- 2 All trade waste and other refuse be swept up and removed from the Building daily and removed from the Premises at least weekly
- 3 All deep fat frying ranges be equipped with
 - a) cooking thermostats arranged to prevent the temperature of cooking oils or fats rising above 205°C or the manufacturers maximum recommended temperature if this is less and that such thermostats be maintained in efficient working order
 - b) a separate high temperature limit control of a non-self-resetting type to shut off the heat source in event of the temperature of oils or fats exceeding 230°C
 - c) lids or shutters capable of immediate closure in event of fire
- 4 All gas heated deep frying ranges be equipped with a flame failure device to cut off the fuel supply in event of flame failure
- 5 All frying apparatus be securely fixed and free from contact with all woodwork and other combustible material
- 6 All sump boxes fat traps grease filters or flue traps be cleaned at least once in every 7 days
- 7 All cooking ranges exhaust hoods ducting and flues of the apparatus be inspected and cleaned at least once every 6 months by an independent contractor and all greasy deposits removed and not allowed to accumulate
- 8 All cracklings be kept in metal receptacles
- 9 A foam dry powder and/or carbon dioxide extinguisher and at least one fire blanket be kept available and sited close to deep fat frying or other cooking ranges

SECTION 2 - BUSINESS INTERRUPTION

DEFINITIONS

Trading Profit

Trading Profit means the Takings less the cost of food and drink relative thereto and of goods bought for resale

Takings

Takings means the money paid or payable to you for goods sold and delivered and for work done in course of the Business at the Premises

Indemnity Period

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

Maximum Indemnity Period

Maximum Indemnity Period - as stated in the Schedule

Rate of Trading Profit

Rate of Trading Profit means the rate of Trading Profit earned on the Takings during the financial year immediately before the date of the Damage) adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible

Annual Takings

Annual Takings means the Takings during the 12 months immediately before the date of the Damage) the results which but for the Damage would have been obtained during the relative period after the Damage)

Standard Takings

Standard Takings means the Takings during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period

Note 1 To the extent that you are accountable for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

COVER

In the event of the Business at the Premises being interrupted or interfered with as a direct result of Damage insured under Sections 1 4 or 6 of this Policy and liability for such Damage having been admitted (unless such payment or liability has been excluded as being below a specified amount) under this Policy covering your interest in such Property Insured we will indemnify you in respect of

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

- 2 the reasonable charges payable to you to your professional accountants for producing such particulars or details contained in your books of account or other business books or documents or any other proofs information or evidence as we may require under the terms of General Condition 9 of this Policy and reporting that such particulars or details are in accordance with your books of account or other business books or documents

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured specified in the Schedule

EXTENSIONS

This Section extends to includes

1 Denial of Access

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage insured under Section 1 to property in the vicinity of the Premises which shall prevent or hinder the use of or access to the Premises whether your property or Premises be damaged or not

2 Suppliers Premises

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage Insured under Section 1 to property at the premises of any of your suppliers within the Territorial Limits Our liability under this Extension in respect of any one location is limited to £2,000 in respect of any one claim

3 Notifiable Diseases

Loss as insured by this Section resulting from any of the following occurring during the Period of Insurance

- a) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises
- b) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- c) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- d) any occurrence of murder or suicide at the Premises

Special Provisions

- i) Notifiable Disease shall mean illness sustained by any person resulting from
 - a) food or drink poisoning or
 - b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the competent local authority has stipulated shall be notified to them
- ii) For the purpose of this Extension
 - >Damage= shall mean the occurrences defined in Paragraphs a) to d) above
 - 'Indemnity Period' shall mean the period during which the results of the Business shall be affected in consequence of the Damage beginning
 - a) in the case of a) and d) above with the occurrence or discovery of the incident whichever is the later
 - b) in the case of b) and c) above with the date from which the restrictions on the premises are applied and ending not later than 12 months thereafter
- iii) We shall not be liable under this Extension for any costs incurred in the cleaning repair replacement recall or checking of the Property Insured
- iv) We shall only be liable for the loss arising at those premises which are directly subject to the Damage
- v) Notwithstanding Special Provision iii) the insurance by this Extension extends to include costs and expenses necessarily incurred with our consent in
 - a) cleaning and decontamination of Property Insured used by you for the purpose of the Business (other than Stock in Trade)
 - b) removal and disposal of contaminated Stock in Trade

at or from the Premises use of which has been restricted on the order or advice of the competent local authority solely in consequence of the Damage as defined above provided that our liability shall not exceed £2,500 in any one Period of Insurance after the application of all other terms and conditions of this Policy

SPECIAL PROVISIONS

1 New Business

In the event of the Damage occurring before the end of the first financial year of the Business the results of the Business to the date of the Damage shall be used as a basis upon which to assess any loss subject otherwise to all the terms and conditions of this Policy

2 Alternative Trading

If during the Indemnity Period goods shall be sold or work done 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 takings or work shall be brought into account in arriving at the Takings during the Indemnity Period

3 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that

- a) the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b) you shall pay the appropriate additional premium

SECTION 3 - MONEY

COVER

We will indemnify you against loss or damage by any cause of or to Money held in connection with the Business within the Territorial Limits

Limits of Liability

Our liability shall not exceed the Limits of indemnity shown in the Schedule in respect of

Item 1

Any single loss of money consisting of crossed cheques crossed girocheques crossed postal orders crossed money orders crossed bankers drafts crossed giro drafts stamped national insurance cards national savings certificates premium bonds credit card sales vouchers debit card sales vouchers and VAT purchase invoices

Item 2

Any single loss of Money other than in Item 1 above

- a) in transit in your personal custody or that of your authorised representatives during Business Hours or whilst in a bank night safe and until liability has been accepted by the bank
- b) in transit by registered post
- c) within the Premises during Business Hours
- d) within the Premises out of Business Hours
 - i) not contained in a locked safe
 - ii) contained in an unspecified locked safe or strongroom
- e) in your personal custody or that of your partners directors or Employees out of Business Hours

It is a condition precedent to our liability under Item 2 d) ii) that out of Business Hours the key or keys and notes of combination lock letters and numbers of any safe or strongroom shall be removed from the Premises or to that part of the Premises where the person responsible for their safety normally resides

EXTENSION

1 Damage to Safe or Strongroom

We will indemnify you in respect of loss of or damage to any safe strongroom or franking machine at the Premises as a direct result of theft or attempted theft of Money

excluding any amount in excess of **£5,000** any one occurrence

SPECIAL PROVISION

Records

You shall keep a proper written record of all Money hereunder and shall allow us at all reasonable times to inspect such records A proper record shall also be kept of all Money in safe in some place other than in the said safe

EXCLUSIONS

This Section excludes any loss

- a) due to error or omission
- b) due to the dishonesty of any of your Employees not discovered within 7 working days of the occurrence
- c) covered by or which but for the existence of this Section would be covered by any Policy of Fidelity Guarantee and this Section shall not contribute to such loss except in excess of any amount insured thereunder
- d) from any unattended vehicle
- e) from any coin-operated machine
- f) that results from any business transaction depreciation in value dishonoured cheques or the use of counterfeit money
- g) whilst in transit by unregistered post

PERSONAL ASSAULT EXTENSION

DEFINITIONS

Insured Person

Insured Person means you and any of your partners directors or Employees aged between 18 and 65 years

Accident

Accident means bodily injury caused by violent external and visible means as a direct result of theft or attempted theft of Money

Loss of Sight

Loss of Sight means total loss of sight of any eye which has lasted 3 months of the Insured Person's lifetime and is at the end of that period beyond hope of improvement

Loss of Limb

Loss of Limb means loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month

Permanent Total Disablement

Permanent Total Disablement means a disablement which permanently completely and continuously prevents the Insured Person from attending to his or her usual occupation or any other occupation for which he or she is fitted by knowledge and training and which having lasted 104 weeks of the Insured Persons lifetime is at the end of that period beyond hope of improvement

Temporary Total Disablement

Temporary Total Disablement means a disablement which completely and continuously prevents the Insured Person from attending to his or her usual occupation

COVER

We will pay the benefits shown in the Schedule if any Insured Person acting in connection with the business shall sustain an Accident during the Period of Insurance

Item 1 If any Insured Person shall sustain an Accident resulting directly or indirectly of any other cause within 12 months in

- a) death
- b) loss of one or more limbs and/or sight of one or both eyes
- c) permanent total disablement
- d) temporary total disablement

Item 2 The actual cost of cleaning repairing or replacing lost or damaged clothing or personal effects (excluding jewellery and watches in excess of **£50**) of the Insured Person

Provided that in respect of each Insured Person

- a) compensation shall not be paid under more than one of the Items 1a 1b or 1c for the consequences of the same Accident
- b) weekly compensation under Item 1d will not be paid for more than 104 weeks in all in respect of one or more Accidents Weekly compensation will be paid when the total amount to be paid has been agreed or if requested by you at the end of each period of 4 consecutive weeks' disablement
- c) compensation shall not be paid unless as soon as possible after an Accident the Insured Person places him or herself under the care of a qualified medical practitioner whose advice he or she shall follow A post-mortem examination shall be carried out if required by us and at our expense

EXCLUSION

No benefit is payable for an consequence of pre-existing mental or physical defect or infirmity

SECTION 4 - GLASS

DEFINITION

Glass

Glass means normal flat annealed glass including toughened and laminated glass and polycarbonate sheeting

PROPERTY INSURED

Item 1 fixed external and internal glass including counter cases display units shelves and mirrors in the Business portion of the Premises

Item 2 Neon Signs belonging to you or for which you have accepted responsibility in connection with the Business

COVER

In the event of the Property Insured we will reinstate such glass or neon sign or at our option pay to you the cost of reinstatement and will in either case pay the cost of boarding up reasonably and properly incurred

We shall not be liable to reinstate or pay for the reinstatement of such glass exactly but only to do so as nearly as circumstances permit

Limit of Liability

Our liability under each Item of this Section is limited to the respective Sum Insured shown in the Schedule

EXTENSIONS

This Section extends to include

- 1 the cost of replacing or reinstating alarm foil lettering painting embossing silvering or other ornamental work on glass following breakage of fixed glass in the shop front subject to our limit of liability not exceeding **£500** in any one Period of Insurance
- 2 sanitaryware in the Business portion of the Premises
- 3 accidental damage to goods incidental to your Business caused by breakage of glass forming part of the shop frontage of the Premises up to a limit of **£500** in respect of any one incident
- 4 fixed glass and sanitaryware in that portion of the Premises occupied by you for domestic purposes provided it is not otherwise insured
- 5 damage to framework following breakage of glass subject to our limit of liability not exceeding **£500** in any one Period of Insurance

EXCLUSIONS

This Section does not cover

- 1 the cost of removing or replacing fixtures or fittings
- 2 any insured glass flawed or broken at the commencement of the insurance
- 3 breakage due to dilapidation of frames or framework
- 4 damage occurring during or arising from repairs or alterations to the building

SECTION 5 - GOODS IN TRANSIT

DEFINITION

Property Insured shall mean

goods belonging to you or for which you have accepted responsibility in connection with the Business whilst in transit including loading and unloading anywhere in the Territorial Limits by any of your own vehicles and for the purposes of this Section

Business Hours shall mean

The whole period during which the vehicle is being used by its driver in connection with the Business

COVER

We will indemnify you against Damage by any cause not excluded hereafter to the Property Insured

Limit of Liability

Our liability under this Section is limited in respect of any one vehicle and in total to the Sums Insured shown in the Schedule

EXTENSION

This Section extends to include

Transshipment

the cost of the removal of debris and the transshipment of the goods and/or container from one vehicle to another following accidental loss or damage to the Goods which is the subject of a claim under this Policy

Provided that

- a) the Insurers shall not be liable for more than **£250** in respect of each claim under this Extension
- b) the cost is not recoverable from any other policy or from any other source

EXCLUSIONS

This Section does not cover

- 1 Damage due to vermin insects mildew rust depreciation deterioration or changes brought about by natural causes or the inherent vice or nature of the goods
- 2 delay loss of market or other consequential loss of any kind
- 3 Damage by theft committed by or in collusion with any of your family Employees or domestic staff
- 4 Money jewellery watches precious metals precious stones or articles composed of any of them furs livestock manuscripts and plans clocks watches pictures paintings engravings glass china or lace bottled perfumes petrol petroleum or paraffin non ferrous metals explosives or goods of a dangerous nature unless specially mentioned as insured under this Section
- 5 Damage caused by scratching rubbing bruising and/or denting
- 6 Damage resulting from theft or attempted theft or unexplained shortages from any parked vehicle(s) out of Business Hours unless the vehicle(s) is in a securely locked building or guarded security park

SPECIAL PROVISIONS

1 Basis of Claims Settlement

In the event of Damage to the Property Insured we will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such cost has been incurred provided that you shall take

- a) all reasonable measures to safeguard the Property Insured from Damage and to maintain vehicles in an efficient and roadworthy condition
- b) all reasonable care in the selection of honest and competent Employees

2 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that you shall

- a) take immediate steps to effect such additions to or variations in protections to the vehicle(s) as we may require
- b) pay the appropriate additional premium

3 Average

The Sum Insured under this Section is subject to Average (Underinsurance)

WARRANTY

Protections

You warrant that

- i) the Protective Devices as fitted by the manufacturer shall be fully operative at all times when the said vehicle(s) is left unattended and shall be regularly serviced and maintained in good working order
- ii) all doors be locked and windows and other openings closed and securely fastened whenever any vehicle(s) is left unattended

SECTION 6 - BUILDINGS

COVER

In the event of Damage by insured perils 1 to 11 described under Section 1 we will indemnify you against Damage to the Property Insured

PROPERTY INSURED

Buildings Item 1

The Buildings and out-buildings belonging to you or for which you have accepted responsibility at the Premises including landlord's fixtures and fittings walls gates fences and hedges and the following expenses necessarily incurred with our consent

Fees

architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in connection with the repair or reinstatement of the damaged parts of the Property Insured

excluding fees for preparing any claim

Debris Removal

the cost of removing debris demolishing shoring up or propping up of the damaged parts of the Property Insured

excluding any costs or expenses

- a) incurred in removing debris except from the Premises of such Property Insured destroyed or from the area immediately adjacent to the Premises
- b) arising from pollution or contamination of property not insured by this Section

Underground Services

the cost of repairing accidental damage to piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of your responsibility

Local Authorities

any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirements or local authority bye-laws

excluding any cost arising from a notice served upon you prior to the date of the Damage

Limit of Liability

Our liability under this Section is limited to the respective Sum Insured shown in the Schedule

SPECIAL PROVISIONS

1 Sale of Buildings

When you contract to sell your interest in the Property Insured the contracting purchaser who completes the purchase and his or her mortgagees shall have the benefit of the insurance by this Section The benefit shall be up to the date of completion during the currency of this Policy and provided the Property Insured is not otherwise insured The benefit shall also be without prejudice to your and our rights and liabilities

2 **Basis of Claims Settlement**

In the event of Damage to the Property Insured we will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such cost has been incurred except that a deduction for deterioration will be made if the Property Insured has not been maintained in good repair

provided that

- a) the work of rebuilding or repair and restoration (which may be carried out upon another site and in any manner suitable to your requirements subject to our liability not being increased) is commenced and carried out within a reasonable time
- b) when the Property Insured is damaged or destroyed in part only our liability shall not exceed the sum representing the cost which we could have been called upon to pay if such Property Insured had been wholly destroyed

3 **Reinstatement of Sum Insured**

The Sums Insured by this Section will not be automatically reduced as a result of a claim provided that

- a) the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b) you shall
 - i) take immediate steps to effect such additions to or variations in the protections of the Property Insured as we may require
 - ii) pay the appropriate additional premium

4 **Average (Underinsurance)**

The Sum Insured by this Section is subject to Average (Underinsurance)

5 **Additional Interests**

- a) The interest of other parties is noted in this Section and you undertake to declare the names of such interested parties immediately following any claim
- b) The act or neglect of you or any occupier of the Premises hereby insured whereby the risk of Damage is increased without the authority or knowledge of said party (parties) shall not prejudice the interest of the said party (parties) in this insurance provided they shall notify us immediately on becoming aware of such increased risk and pay additional premium if required

WARRANTIES

Any Warranties attaching to Section 1 of this Policy are deemed to apply to this Section in a like manner

SECTION 7 - DETERIORATION OF REFRIGERATED STOCK

DEFINITION

Property Insured means all refrigerated goods belonging to you or for which you have accepted responsibility in the cold chambers of any refrigerator on the Premises and used in connection with the Business

Breakdown means the breaking distortion or burning out arising from mechanical or electrical defects in the refrigerator occurring whilst the refrigerator is being used under normal working conditions

COVER

We will indemnify you against destruction of or damage to goods by deterioration or putrefaction solely and directly due to

- a) a rise or fall in temperature as a result of
 - i) breakdown of or accidental damage to the refrigerator
 - ii) non-operation from any inherent defect of any thermostatic or automatic controlling devices pertaining to the refrigerator
 - iii) the accidental failure of the public supply of electricity at the terminal ends of the supply authority's service feeders at the Premises not occasioned by the deliberate act of the supply authority or by the exercise by any such authority of its power to withhold or restrict supply
- b) the action of the refrigerant or refrigerant fumes which have escaped from the refrigerator

Limit of Liability

Our liability under this Section is limited to the Sum Insured shown in the Schedule

EXTENSION

The term "in the cold chambers" includes goods which at the time of the happening of the event giving rise to such deterioration or putrefaction are elsewhere on your Premises but which would but for the happening of the event have been placed in such cold chambers

EXCLUSIONS

This Section does not cover

- 1 destruction or damage
 - a) due to any wilful act or neglect by you or your Employees
 - b) due to faulty packing or storage incorrect setting of thermostats or automatic controls or any form of normal trade loss
- 2 consequential loss of any kind or description

SPECIAL PROVISION

1 Basis of Claims Settlement

In the event of destruction of or damage to the Property Insured we will indemnify you by at our option replacing or paying the amount of the destruction or damage

WARRANTY

It is warranted that on expiry of any manufacturers guarantee period there shall be in force a maintenance contract with a refrigeration engineer in respect of each refrigerator which does not have hermetically sealed motor and compressors This warranty shall not apply in respect of refrigerators less than 5 years old

SECTION 8 - LOSS OF LICENCE

COVER

We will indemnify you against all loss you may sustain by the depreciation in value of your interest in the Premises and/or Business in respect of which a licence for a) the sale of excisable liquors and / or b) the provision of entertainment and/or music and dancing (as specified as being applicable on the Schedule to this Policy) has been granted to you arising from the forfeiture under the provisions of the legislation governing such licences or refusal to renew the said licence after due application for such renewal to the appropriate licensing authority

Limit of Liability

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

In addition we will also pay the costs and expenses incurred by you and with our written consent in connection with any appeal against the forfeiture or refusal to renew the licence

EXCLUSIONS

We shall not be liable in respect of loss arising from

- 1 refusal to renew the licence if you are entitled to obtain compensation under the provisions of any Act of Parliament
- 2
 - a) actual or proposed compulsory acquisition of the Premises
 - b) any scheme of town or country planning improvement or redevelopment
whether such loss is direct or indirect
- 3 any alteration in the law governing the grant surrender renewal suspension or forfeiture of licences

SPECIAL PROVISIONS

You shall on becoming aware of any

- a) complaint against the Premises or the control thereof
- b) proceedings against or conviction of the licence holder manager tenant or occupier of the Premises for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected or called into question in respect of his or her honesty moral standing or sobriety

(In complying with this Condition you are not required to include convictions regarded as 'spent' by virtue of the Rehabilitation of Offenders Act 1974)

- c) change of tenancy or management of the Premises
- d) transfer or proposed transfer of the licence
- e) alteration in the purpose for which the Premises are used
- f) objection to renewal or any other circumstances which may endanger the renewal of the licence

immediately give notice thereof in writing to us and supply such additional information and give such assistance as we may reasonably require Subject to such notice you shall be deemed to have affirmed at the date of each renewal of this Section the statements made in the Proposal and/or any other information upon which this insurance is based

SECTION 9 - OUTSTANDING DEBIT BALANCES

DEFINITION

Outstanding Debit Balances

Outstanding Debit Balances means the total Outstanding Debit Balances last recorded by you as specified in the Special Provisions below adjusted for

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers' accounts in the period between the date to which the total last recorded relates and the date of the Damage and
- c) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of Damage had the Damage not occurred

COVER

In the event of Damage by any cause covered by Section 1 (Contents) to your books of account or other business books or records at the Premises which results in you being unable to trace or establish the Outstanding Debit Balances in whole or in part due to you then we will pay to you the amount resulting from such Damage but not exceeding

- 1
 - a) the difference between
 - i) the Outstanding Debit Balances and
 - ii) the total of the amounts received or traced in respect of such balances
 - b) the additional expenditure incurred with our previous consent in tracing and establishing customers debit balances after the Damage

provided that if the Sum Insured by this Section be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced
- 2 the reasonable charges payable by you to your professional accountants for producing any particulars or details or any other proofs information or evidence as may be required by us under the terms of General Condition 9 of this Policy and reporting that such particulars or details are in accordance with your books of account or other business books or documents provided that the sum of the amount payable in respect of such charges and the amount otherwise payable under this Section shall in no case exceed the Sum Insured by this Section

EXTENSIONS

This Section extends to include

1 Temporary Removal

The amount of any loss ascertained in accordance with the provisions of this Section resulting from Damage

- a) in any premises occupied by persons acting on your behalf and to which your books of account or other business books or records are temporarily removed
- b) to your books of account or other business books or records whilst in transit

EXCLUSIONS

This Section does not insure

- 1 deliberate falsification of business records
- 2 the deliberate act of the Electricity Authority in restricting or withholding electricity
- 3 wear tear gradual deterioration vermin insect rust damp mildew
- 4 any loss caused by or in collusion with any Employee

SPECIAL PROVISIONS

1 Records

You shall at the end of each month record the total amount of outstanding in customers accounts at the time and a copy of such records be kept at a place other than the Premises

2 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that

- a) the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b) you shall pay the appropriate additional premium

SECTION 10 – PUBLIC LIABILITY

COVER

We will indemnify you in the event of

- (1) accidental Injury to any person
- (2) accidental loss of or accidental damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water occurring during the Period of Insurance and arising in connection with
 - (a) your Business
 - (b) the occupation of the Premises

within the Geographical Limits the Insurers will indemnify you in respect of your liability at law for compensation together with Costs and Expenses

Limit of Liability

Our liability shall not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claims or series of claims arising from one source or original cause.

In addition the Insurers will pay Costs and Expenses.

EXTENSIONS

This sections extends to include

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against you
 - (b) any officer or member of your social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by you or any of your directors or partners £250 per day
- (2) by any of your Employees £100 per day

Health and Safety at Work and Corporate Manslaughter Defence Costs
In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Food Safety Act Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by you in connection with your Business excluding any liability for

- (1) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (2) any physical loss of or damage to such premises

Leased and Rented Premises

Exclusion 3(a) of this Section does not apply to physical loss or damage to premises leased or rented to you in connection with your Business

Wrongful Arrest

Legal liability to pay compensation together with Costs and Expenses following any charge of wrongful arrest or malicious prosecution made against you during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than your Employees) at the Premises

Overseas Personal Liability

You and if you so request

- (1) any of your directors partners or Employees
- (2) your spouse or child or any spouse or child of your director partner or Employee accompanying you or accompanying such director partner or Employee against liability at law for compensation together with Costs and Expenses for liability incurred in a personal capacity while you or any of your partners or Employees are visiting a country anywhere in the world in connection with your Business excluding any liability
 - (a) arising from any contract or agreement unless liability would have existed otherwise
 - (b) arising out of the ownership or occupation of land or buildings
 - (c) arising from the carrying on of any trade or profession
 - (d) where indemnity is provided by any other insurance
 - (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Data Protection Act

Liability arising under Section 22 and/or 23 of the Data Protection Act 1984

Provided that

- (1) you have applied for Registration in the required manner to the Data Protection Registrar and your application has not been withdrawn or refused
- (2) the liability of the Insurers for compensation payable in respect of any one claim or series of claims arising from one source or original cause will not exceed £100,000 in any one Period of Insurance excluding any liability
 - (a) arising from the recording processing or provision of data for reward or to determine the financial status of any person
 - (b) in relation to any act of defamation
 - (c) in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Contingent Liability for Employee's Vehicles

Exclusion (9) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for liability caused by or in connection with any vehicle owned by an Employee which is being used in the course of your Business excluding any liability

- (1) arising when such vehicle is being driven
 - (a) by you
 - (b) with your consent by anyone whom you know 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
- (2) for physical loss of or damage to any such vehicle for any use outside the Geographical Limits

Vehicles used as a Tool of Trade

Exclusion (9) of this Section excludes mechanically propelled vehicles but the Insurers will indemnify you for your liability arising out of the use in connection with your Business of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion (5) of this Policy but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution which results from a sudden identifiable unintended and unexpected incident and such incident occurs entirely at a specific and identified time and place while the Policy remains in force

Provided that

- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

Cloakroom Liability

For the purpose of this Certificate property in any cloakroom provided by the **INSURED** shall not be deemed to be property held in trust by or in the custody or control of the **INSURED**

PROVIDED THAT the liability in respect of any one article shall not exceed £250

Fire Doors

It is a condition precedent to liability under this Certificate that the **INSURED** shall keep all doors and/or Fire Escapes unlocked and free of obstructions at all times during the opening of the business

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with your Business in a non-manual capacity provided that such persons usually reside within the Geographical Limits

EXCLUSIONS

This Section does not cover

Fines liquidated damages or penalties

- (1) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

Injury to Employees

- (2) liability to any Employee for Injury arising out of and in the course of their employment by you

Property in your custody or control

- (3) physical loss of or damage to
 - (a) property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (4) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Contractual liability

- (5) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Advice and professional services

- (6) liability caused by or arising from
- (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (7) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction

Aircraft hovercraft and watercraft

- (8) liability caused by or arising from the ownership possession or use by you or on your behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

Mechanically propelled vehicles

- (9) liability caused by or arising from the ownership possession or use by or on behalf of you of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Products

- (10) liability caused by or arising from or in respect of Products

Hazardous locations

- (11) any claim arising in connection with any manual work on or in
- (a) docks harbours or railways
 - (b) watercraft or offshore gas or oil installations
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

Cyber Liability

- (12) liability arising directly or indirectly out of
- (a) loss of alteration of or damage to
or
 - (b) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (13) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Jurisdiction

- (14) compensation or Costs and Expenses arising from an action brought in a court of law outside of the Geographical Limits.

Mildew Mould Spore(s) or Allergens

- (15) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

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

Component Building Material

- (16) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Manual Work Away

- (17) liability directly or indirectly resulting from or in consequence of manual work undertaken away from the Insured's premises other than delivery and collection, sales trips and exhibitions or the provision of bar/catering facilities at local functions and events.

SECTION 11 – PRODUCTS LIABILITY

COVER

We will indemnify you in the event of

- (1) accidental Injury to any person
- (2) accidental loss of or damage to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the Period of Insurance and caused by Products anywhere in the world except as excluded the Insurers will indemnify you against your liability at law for compensation together with Costs and Expenses

Limits of Indemnity

The liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause and in total during any one Period of Insurance

In addition the Insurers will pay Costs and Expenses

EXTENSIONS

This section also extends to include

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services whilst acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|-----|---|--------------|
| (1) | by you or any of your directors or partners | £250 per day |
| (2) | by any of your Employees | £100 per day |

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Food Safety Act Defence Costs

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- (1) in defending any prosecution for breach of duty
- (2) with the Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where the circumstances may otherwise give rise to a claim under this Section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion (5) of this Policy but this Section provides Pollution cover for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while this Policy remains in force

Provided that

- (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause and in total during any one Period of Insurance

EXCLUSIONS

This Section does not cover

Fines liquidated damages or penalties

- (1) liability for fines liquidated damages or penalties of any kind or for exemplary punitive restitutionary or multiplied damages

Injury to Employees

- (2) liability to any Employee in respect of Injury arising out of and in the course of their employment by you

Damage to property in your custody or control

- (3) physical loss of or damage to
 - (a) any property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
 - (b) that part of any property on which you or any of your directors partners Employees or agents are or have been working where the physical loss or damage results from such work

Deliberate acts

- (4) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Advice and professional services

- (5) liability caused by or arising from
 - (a) any advice design or specification given by you or on your behalf for a fee
 - (b) professional services rendered by you or on your behalf

North American risks

- (6) liability caused by or arising from any Products known by you to be for use or integrated within any other Products for use in or supply to the United States of America or Canada or any territory within their jurisdiction

Contractual Liability

- (7) Injury or physical loss of or damage to property caused by or arising from Products where liability attaches solely by reason of any contract or agreement other than liability arising under a condition or warranty of goods implied by law

Replacement or repair of defective Products

- (8) liability for the cost of making good repairing altering removing or replacing any defective or incorrect Products or making any refund

Recall of Products

- (9) liability arising out of the recall of any Product or part thereof

Marine and aviation Products

- (10) liability caused by or arising from any Products known by you to be for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes

Jurisdiction

- (11) for compensation or Costs and Expenses arising from an action brought in a court of law outside of the Geographical Limits.

Property in your possession

- (12) liability caused by or arising from property in your possession or belonging to your directors partners or Employees

Cyber Liability

- (13) liability arising directly or indirectly out of
- (a) loss of alteration of or damage to
or
 - (b) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Asbestos

- (14) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- (15) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

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

Component Building Material

- (16) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

SECTION 12 – EMPLOYERS LIABILITY

COVER

We will indemnify you In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by you in connection with your Business within the Geographical Limits the Insurers will indemnify you against all sums that you shall become legally liable to pay as compensation in respect of such Injury together with Costs and Expenses

Limit of Liability

The liability of the Insurers for compensation and Costs and Expenses will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

The Insurers may at any time pay to you or anyone else entitled to indemnity under this Section

- (1) the amount stated as the Limit of Indemnity in the Schedule applicable to this Section after deducting any sum or sums already paid as compensation and any Costs and Expenses paid by the Insurers or
 - (2) any lesser amount for which any claim or claims can be settled
- and upon such payment the Insurers will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expense incurred or which can be recovered in respect of action taken before the date of Insurers' payment under this Section

Any sum paid will be inclusive of all Costs and Expenses incurred and no further sums will be payable by the Insurers

EXTENSIONS

This section extends to include

Indemnity to Others

- (1) If you so request
 - (a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
 - (b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by you so requires any principal in like manner to you in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an Employee

Provided that they observe the terms of this Policy as far as they can apply

Contractual Liability

Subject to Exclusion (2) of this Section where any contract or agreement entered into by you so requires liability assumed by you by virtue of such contract or agreement but only in so far as concerns liability to an Employee

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the Limit of Liability stated in the Schedule applicable to this Section

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the Insurers will provide indemnity against Costs and Expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of your Business

Provided that

- (a) the Insurers total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the Insurers will only indemnify you where Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy
- (c) the Insurers will only be liable for Costs and Expenses incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same Costs and Expenses the Insurers liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any Injury deliberately caused by you
 - (iii) to persons other than you or any of your directors partners proprietors or Employees

Compensation for Court Attendance

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | |
|---|--------------|
| (1) by you or any of your directors or partners | £250 per day |
| (2) by any of your Employees | £100 per day |

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than you

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any Employee or their representative
- (2) in respect of Injury arising out of and in the course of your Employee's employment or engagement by you which remains unsatisfied in whole or in part six months after the date of such judgement the Insurers will at your request pay to your Employee or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) the judgement relates to Injury which would otherwise be covered under this Section
- (c) any payment made by the Insurers will be only in respect of liability for which you would have been entitled to indemnity under this Section had judgement been made against you
- (d) the Insurers are entitled to take over and prosecute for their own benefit any claim made against any other person and you and your Employee or their representative must provide all information and assistance required by the Insurers

Geographical Limits

The Geographical Limits shall extend to include elsewhere in the world for visits made in connection with the Business by you or any of your directors partners or Employees in a non-manual capacity provided that such persons usually reside within the Geographical Limits

EXCLUSIONS

This Section does not cover

Work Offshore

- (1) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

Indemnity for directors partners and Employees

- (2) liability of any of your directors partners or Employees for which you would not have been entitled to indemnity if the claim had been made against you

Fines or Penalties

- (3) the payment of fines or penalties

Mechanically propelled vehicles

- (4) Injury to any Employee whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

Jurisdiction

- (5) for compensation or Costs and Expenses arising from an action brought in a court of law outside of the Geographical Limits.

Asbestos

- (6) liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub- Limit of Indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of the Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Hazardous Locations

- (7) any claim arising in connection with any manual work on or in
 - (a) docks harbours or railways
 - (b) watercraft
 - (c) chemical or petro chemical works oil or gas refineries or storage facilities
 - (d) aircraft airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installations where nuclear processing is undertaken
 - (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

SPECIAL CONDITION TO THE EMPLOYERS' LIABILITY SECTION

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but you shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

GENERAL EXCLUSIONS

Applicable to all Sections unless otherwise stated in this Policy

This Policy does not cover

1 **Sonic Bangs**

loss destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

2 **War Risks**

any contingency occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

This Exclusion shall apply to all Sections of this Policy other than Section 11 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

3 **Nuclear Risks**

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature
 - directly or indirectly caused by or contributed to by or arising from
- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

For the purpose of Section 2 of this Policy the words 'This Policy does not cover' (as above) shall read 'This Policy does not cover any loss resulting from occasioned by or happening through or occasioning'

This Exclusion shall apply to all Sections of this Policy other than Section 11 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

4 **Terrorism**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage cost of expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the uses of force or violence and/or the threat thereof, of any person or group(s) 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.

This exclusion also excludes loss, 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 any act of terrorism.

If the Insurers / Underwriters allege that by reason of this exclusion, any loss, damage, cost of expense is not covered by this policy the burden of proving the contrary shall be upon the Insured

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

5 **Pollution or Contamination**

loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- a) pollution or contamination which itself results from Insured Perils 1 to 10 insured by Section 1 or Section 6
- b) any Insured Perils 1 to 10 insured by Section 1 or Section 6 which itself results from pollution or contamination

6 **Destruction of Data**

loss resulting from erasure or distortion of information on computer systems or other records

- a) whilst mounted in or on any machine or data processing apparatus
- b) due to the presence of magnetic flux

unless caused by destruction or damage insured herein to the machine or apparatus in which the records are mounted

7 **Other Insurances**

loss or destruction of or damage to property more specifically insured by you or on your behalf

8 **Water Table**

Loss damage or destruction to Property Insured attributable solely to change in the water table level

9 **Riot and Civil Commotion**

Any consequence of riot or civil commotion or malicious acts occurring elsewhere than in Great Britain Isle of Man or Channel Islands

10 **The Excess**

The amount stated in the Schedule as the Excess

11 **Data Recognition Clause**

Loss damage destruction or consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss damage destruction or consequential loss not otherwise excluded which itself results from Insured Perils 1 to 10 of Section 1

12 **Cyber Exclusion**

Losses of any kind directly or indirectly caused by arising from or consisting of in whole or in part:

- i) the use or misuse of the Internet or similar facility
- ii) any electronic transmission of data or other information
- iii) any computer virus or similar problem
- iv) use or misuse of any Internet address, Website or similar facility
- v) any data or other information posted on a Website or similar facility
- vi) any loss of data or damage to any computer system including but not limited to hardware or software (unless such loss or damage is caused by an earthquake a fire flood or storm) arising out of the use or misuse of the Internet or similar facility
- vii) the functioning or malfunctioning of the Internet or similar facility or of any Internet address Website or similar facility (unless such malfunctioning is caused by an earthquake, a fire flood or storm) or
- viii) any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent)

13 **Microorganism Exclusion**

This Policy does not insure any loss damage claim cost expense or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property, (ii) any insured peril or cause, whether contributing concurrently or in any sequence; (iii) loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, clean up abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supercedes any provision in the policy that provides insurance in whole or in part for these matters.

14 Avian Influenza Exclusion

This Policy does not cover any claim directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

This Policy also excludes any claim:

- i) arising from any fear or threat (whether actual or perceived) or such Avian Influenza
- ii) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian Influenza.

If the Insurers allege that by reason of this exclusion, any claim is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

15 Communicable Disease Exclusion

This Policy excludes any loss directly or indirectly arising out of, contributed to by or resulting from any communicable disease, which leads to

- i) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
- ii) any travel advisory or warning being issued by a national or international body or agency

and in respect of i) and ii) any fear or threat thereof (whether actual or perceived)

BUT this Exclusion shall not apply in respect of cover specifically provided in respect of Notifiable Disease, either included as part of, or specifically endorsed upon, the Business Interruption Section of this Insurance

If the Underwriters allege that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured

GENERAL CONDITIONS

Applicable to all Sections unless otherwise stated in this Policy

1 Identification

Any word or expression in this Policy to which a specific meaning has been given bears the same meaning wherever it appears

2 Observance

No claim under this Policy shall be payable unless

- i) the terms and conditions of this Policy have been complied with by any person claiming indemnity or benefit and
- ii) Information given to us about the risk insured is true and accurate

3 Misdescription

This Policy will be rendered invalid if there has been any misrepresentation misdescription or non-disclosure of any material fact

4 Fraud

All benefit under this Policy will be forfeited if any claim made is in any respect fraudulent or if any fraudulent means or device is used by you or anyone acting on your behalf to obtain any benefit under this Policy or if any loss destruction or damage is occasioned by your wilful act or connivance

5 Precautions and General Duties

You shall

- i) exercise reasonable care that only competent persons are employed in the Business
- ii) take all necessary action to prevent accidents or losses and to ensure that the Premises and fixtures and fittings and contents thereof are in sound condition
- iii) comply with all statutory and other legal obligations
- iv) keep proper books of account which shall be regularly entered up and allow the Insurers access thereto
- v) notify the Insurers immediately of any alteration in the Premises Business or otherwise in the risk which materially affects this insurance

6 Security

All locks bolts safes and strongrooms and other protective devices installed at the Premises shall be maintained in full and effective working order and put into actual operation out of Business Hours

7 Alarm

- a) Any intruder alarm system including the means of transmitting alarm signals installed in the Premises and approved by us shall be
 - i) maintained in full and effective working order and not otherwise extended or altered without our prior written agreement
 - ii) the subject of a maintenance contract with the Alarm Company
 - iii) put into actual operation out of Business Hours
- b) Any telephone line used for transmitting alarm signals shall be outgoing only and shall be dedicated solely for transmitting such signal
- c) You shall notify us immediately on receiving notice
 - i) from the Alarm Company of withdrawal of maintenance
 - ii) from the police of withdrawal of response to alarm signals

8 Fire Extinguishing Appliances

You shall if required by appropriate legislation have applied to the fire authorities for a Fire Certificate and any fire extinguishing appliances required by the fire authorities shall have been installed and are the subject of a maintenance agreement

9 Claims Notification and Procedure

In the event of a claim or possible claim under this Policy you must not negotiate admit liability or make any offer or promise of payment without our written consent and will

- i) notify us as soon as possible giving full particulars of the occurrence and will at your own expense within 30 days (7 days for Riot damage) after the discovery of the event (unless we extend this period in writing) provide us with as detailed a written claim as is reasonably possible (including all such proofs and other information as we may require) and if also required a statutory declaration of the truth of the claim and any matters connected therewith
- ii) immediately notify the police of any riot damage theft or loss of property
- iii) carry out and allow to be done anything reasonably practicable to prevent any further loss destruction or damage or interruption to the Business
- iv) forward to us immediately upon receipt every relevant letter claim writ summons or process
- v) give us written notice immediately you have knowledge of any pending prosecution inquest or fatal inquiry in connection with any occurrence for which there may be liability under this Policy

10 Insurers' Rights

In the event of a claim or possible claim under this Policy we will be entitled to

- i) enter any Buildings where the loss or destruction or damage has occurred and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner No property may be abandoned to us
- ii) exercise sole control over dealings with any third party claim and legal proceedings relevant thereto
- iii) prosecute in your name but for our benefit (and at our expense) any claim for damages or indemnity

11 **Reinstatement**

If we choose or become bound to reinstate or replace any property you will at your own expense provide us with all such plans documents books and information as may be reasonably required

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

12 **Alteration in Risk**

Any Item or Section of this Policy will cease to be in force if after the commencement of this insurance there is any alteration in respect of such Item or Section which results in

- i) the risk of loss destruction or damage or injury being increased
- ii) your interest ceasing other than by a will or the operation of the law
- iii) the Business being wound up carried on by a liquidator or receiver or permanently discontinued

unless we are notified and agree in writing to such alteration

13 **Contribution**

If any loss destruction or damage or liability arising under this Policy is also covered or covered in part by any other insurance taken out by you or on your behalf we will be liable only for our rateable proportion of such loss destruction or damage or liability

If any such other insurance is subject to any condition of Average (Underinsurance) this Policy if not already subject to any condition of Average (Underinsurance) shall be subject to Average (Underinsurance) in like manner

If any other insurance effected by you or on your behalf is expressed to cover any of the Property Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage our liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the Property Insured

14 **Arbitration**

Liability being otherwise admitted if there is any dispute over the amount to be paid by us the matter will be settled by arbitration the arbitrator to be appointed by the parties concerned according to the relevant statutory provisions in force at that time In such a case there will be no right of action against us unless an award is made

15 **Cancellation**

We or you may cancel this Policy by giving 30 days' notice in writing to the other party at their last known address If we give such notice you shall become entitled to a proportionate return of premium If you give such notice you shall be entitled only to a return of premium in accordance with our usual short period scale provided that no claim has been made in the then current Period of Insurance

16 Notice and Unoccupancy

You shall notify us when any part of the Building at the Premises becomes unoccupied or when an unoccupied Building or part thereof is again occupied and shall pay such additional premium as necessary

Whilst any part of the Building at the Premises is unoccupied, the Insurance by this Policy shall exclude Damage arising from the escape of water from such unoccupied part of the Building

Further, should the Building at the Premises be Insured hereby the Insurance by this Policy shall exclude Damage to such unoccupied part(s) of the Building arising from Theft, attempted theft, accidental damage of Damage caused by malicious persons or glass breakage

If the Buildings are Your responsibility, whether Insured hereby or otherwise, it is a condition precedent to liability hereunder that

- a) unoccupied areas are firmly secured against unauthorised entry
- b) the case of separate services being provided all water pipes tanks and apparatus be drained and water electric and gas services to be disconnected at the main other than for the use of a full time caretaker or security guard and/or if required to operate a burglar or fire alarm system approved by us
- c) unoccupied areas shall be kept clear of all loose combustible material and all letter boxes be sealed to prevent insertion of material
- d) you or your agent inspect said unoccupied Buildings or unoccupied areas thereof both internally and externally at least once per week to ascertain and instigate promptly any remedial work necessary to maintain the Buildings in a weather tight and good state of repair and maintain security levels. A written record of such visits and remedial work undertaken to be maintained and be available for inspection by us.

The Insurers shall not be liable for loss destruction or damage to the Property Insured and Legal Liabilities caused by or arising from refurbishment or renovation of the Premises.

ENDORSEMENTS

Operative only when stated in the Schedule

1 Theft Exclusion

Insured Peril 3 (Theft or attempted Theft) of Section 1 is deleted
Further the insurance by Section 3 (Money) excludes theft or attempted theft of Money within the Premises out of Business Hours

2 Public Utilities

We will indemnify you in respect of loss as insured by Section 2 resulting from interruption of or interference with the Business in consequence of Damage insured under Section 1 to property at any

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of any telecommunications agency

3 Special Stock in Transit

In respect of the insurance by Section 5 our liability in respect of losses from unattended vehicles or property consisting of tobacco cigars cigarettes wines spirits clothing audio / visual equipment computers computer games and audio / visual cassettes or disks is limited to the amount specified in the Schedule as applicable to this Endorsement

4 Subsidence

The Insured Perils by Section 6 are extended to include Subsidence ground heave or landslip of the site on which the Building stands excluding

- a) Damage to such Building or any part thereof whilst in course of erection or undergoing demolition structural alteration or structural repair
- b) Damage to fences walls and gates unless the Buildings are damaged at the same time
- c) Damage resulting from the bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- d) Damage due to defective design or workmanship or the use of defective materials
- e) The first **£1,500** of any claim

It is further declared that you shall give us notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the Premises and will pay such additional premium as we may require

It is warranted by you that after making reasonable enquiry you have no knowledge of any actual or suspected subsidence ground heave or landslip affecting the Premises or the immediate vicinity thereof during the five years prior to the effective date of this Endorsement

RECOMMENDATIONS FOR THE PROTECTION OF YOUR BUSINESS AND PREMISES

The following general recommendations are suggested as advice only for the protection of your Business and Premises. **They do not form part of your policy although we would refer you to the Warranties in Sections 1, 4, 6 and 7 and the General Conditions on Pages 45, 46, 47 and 48 of your Policy**

FIRE AND WATER DAMAGE

- 1 Keep all corridors stairs and fire escape routes clear at all times
- 2 Do not allow rubbish to accumulate Arrange for regular and frequent collection by the local authority or contractor
- 3 Do not overload electrical circuits by using multiple adaptors or taping wires together If extra power is required arrange for a qualified electrician to do the job properly Have the whole installation checked regularly
- 4 Adequately lag all exposed water pipes and tanks to prevent freezing

THEFT

- 1 Ensure all doors and windows are in good condition Fit good quality locks on all external doors and key operated security fittings to all accessible windows
- 2 Make sure that all doors and windows are properly secured and any intruder alarm set whenever the Premises are left unattended
- 3 Avoid keeping large amounts of money on the Premises and when taking money to the bank vary the time and if possible the route taken
- 4 Do not keep keys in easily accessible places and remove them from the Premises or to that part where the person responsible for their safety normally resides put of business hours
- 5 Remove till trays or money from till trays for safe keeping overnight and leave drawers unlocked and open. If forced they will be damaged