

RESTAURANT, PUB, BAR, GASTROPUB & MICRO-BREWERY

POLICY WORDING

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WELCOME TO AQUEOUS UNDERWRITING

Established in 2016 Aqueous Underwriting, a trading name of Aqueous Management Limited, is an underwriting agency specialising in the Food, Leisure and Hospitality trade.

We offer our products to selected partner brokers in the UK with whom we can build strong and meaningful relationships with. We work with brokers to provide a truly dedicated service in turn enabling them to offer unique levels of customer service to their clients.

It's our objective to provide you, the policyholder, with a policy that is tailored to meet the needs of businesses operating in the Food, Leisure and Hospitality trade, protecting both assets and liabilities.

We carefully select the insurers that we work with to cover your risk, with a real focus on ensuring that their financial strength and service capabilities meet our demands for excellence. The insurer(s) for your policy is as detailed in your policy schedule.

We are very pleased to be given the opportunity to insure your business and hope that as a valued customer we will be able to build our relationship for many years ahead.

A handwritten signature in black ink that reads "Danny French". The signature is written in a cursive style with a horizontal line underneath the name.

Danny French
CEO

IMPORTANT INFORMATION ABOUT YOUR POLICY

Cover under this Policy is provided by the **Insurer** who in consideration of payment of the premium indemnify or otherwise compensate the **Insured** against loss, destruction, damage, injury, liability or dispute (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept a renewal premium.

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

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

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

The **Insured** should tell their Broker, Intermediary or Agent who arranged the Policy as soon as reasonably possible if there are any circumstances which could affect their insurance. Please refer to **General Condition 5 (Alteration)**. If the **Insured's** circumstances change and they do not tell their Broker, Intermediary or Agent, this may affect the **Insured's** right to an indemnity under the Policy.

HOW TO MAKE A CLAIM

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

Telephone:

Property Claims: 0344 412 9988

Liability Claims: 0344 893 9500

Our claims advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.

Online:

To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit allianz.co.uk/claims.

Post:

Allianz Claims,
PO Box 10509,
51 Saffron Road,
Wigston,
LE18 9FP

Please try to notify Allianz of a claim promptly after the incident, or immediately in the event of a serious accident, loss or damage.

Claims Details

Please have the following information available, where possible, when making a claim:

Property Claims

- Your contact information, including address, email address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Location and description of the loss
- Your VAT status

Injury Claims

- Your contact information, including address, email address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

What To Expect When Making A Claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- ask you for additional information
- appoint an independent loss adjuster to deal with your claim (loss adjusters are claims specialists who investigate large or complex claims, usually at the scene of an incident, to establish the cause of the loss and assist the insurer in dealing with your claim)
- arrange for a member of our claims team to visit you.

Helpful Advice When Making A Claim

Your insurance policy comes with a number of great features to help keep your business up and running. These additional features do not come with standard policies and have been designed especially for small businesses in mind.

Keeping Your Business Up And Running

- In the event of an emergency, we will send out a repairer to make your premises secure within 24 hours – even during the night.
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. If emergency work has been completed on your own authority please contact us before permanent repairs begin.
- We will be pleased to provide advice and assistance to find the right person or organisation to help you. We have a nationwide network of quality trade people on call to get you up and running. For large incidents, we will usually assign a loss adjuster who will manage your repairs and has the authority to authorise repairs up to £50,000.
- Please do not dispose of damaged items before we have had the opportunity to inspect them.
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime reference number from them. If you do incur any charges, please retain the bills as these may form part of your claim. You should comply with the requirements for claim notification contained in the Policy Conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please contact us.

Employees

We understand how important your employees are to your business. This is why, in the unfortunate event of serious injury to your employees which is as a result of your negligence, we provide a medically trained rehabilitation team to work with your employees, getting them back to health and back to work as quickly as possible.

If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly and send any letters, writs or summons to us unanswered.

Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else.

HOW TO COMPLAIN ABOUT THE HANDLING OF A CLAIM

At Allianz Insurance plc our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Phone: 01483 552438

Email: commercialcomplaints@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

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

Using our complaints procedure or contacting the FOS does not affect your legal rights.

HOW TO COMPLAIN ABOUT THE ADMINISTRATION OF THE POLICY

At Aqueous Underwriting we are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

You should contact us at:

Aqueous Underwriting
20 Gracechurch Street,
London,
EC3V 0BG

Email: complaints@aqueousuw.com

Full details of this are shown in your policy documents. We will confirm receipt of your complaint within five working days. We will do our best to resolve your complaint and issue you with a Final Response Letter as soon as possible and no later than two months from the date of receipt of your complaint. If we are unable to deal with your complaint within this period we will inform you of the anticipated timeframe within which we hope to resolve your complaint.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage; however, if you are not satisfied with our final response you have the option to take the matter further by contacting the Financial Ombudsman Service using the details outlined in the previous section.

FINANCIAL SERVICES COMPENSATION SCHEME

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

GENERAL DEFINITIONS

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

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

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

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

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

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

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

Contagious or Infectious Disease - Means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

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

Computer System - Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the **Insured** or any **Third Party**

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

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

- a) patterns models moulds plans and designs
- b) documents manuscripts and business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical subject to a maximum of £5,000 for any one loss
- c) directors' partners' or **Employees**' personal effects clothing pedal cycles and tools unless otherwise insured subject to a maximum of £1,000 per person for any one loss
- d) **Computers** unless insured as a specific item as shown in the Schedule

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

Coverholder – Aqueous Management Limited trading as "Aqueous Underwriting" which is authorised by the **Insurer** in accordance with the terms of the agreed contract.

Cyber Act - Any unauthorised, malicious or criminal act (whether or not directed at the **Insured**), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any **Computer System** or **Data**, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident - Means:

- i. Any error or omission involving access to, processing of, use of or operation of any **Computer System**, whether any such error or omission is made by or on behalf of the Insured or any **Third Party**
- ii. any partial or total unavailability or failure of or reduction in functionality or operability of any **Computer System** (whether temporary or permanent) or inability to access, process, use or operate any **Computer System** or
- iii. any partial or total inability to access, process, transmit, store or use any **Data** or any error or omission involving accessing, processing, transmitting, storing or using any **Data**, whether any such error or omission is made by or on behalf of the **Insured** or any **Third Party**;

Cyber Loss - Any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any **Cyber Act** or **Cyber Incident** or to mitigate or otherwise reduce the effects of any **Cyber Act** or **Cyber Incident**;

Damage – Loss, destruction, or damage (which does not include contamination by any **Pathogen**) of or to the **Property** insured

Data - Any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a **Computer System**

Denial of Service Attack – Any actions or instructions constructed or generated with the ability to **Damage** interfere with or otherwise affect the availability of networks network services network connectivity or information systems including but not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

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

Employee –

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

Or

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

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

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

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

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

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

Increased Cost of Working – The additional expenditure incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** which but for that expenditure would have taken place during the **Indemnity Period**

Indemnity Period – The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**

Injury – Bodily injury death illness or disease

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

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

Insurer – Allianz Insurance plc

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

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

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

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

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

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

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

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

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

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

Offshore Installation –

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

Outstanding Debit Balances – The total amount of the Outstanding Debit Balances in customers' credit accounts including hire purchase and credit sales accounts at the date of the **Damage** adjusted for bad debts

Pathogen - Including but not limited to a virus, bacterium, parasite, fungus, other organism, microorganism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

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

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

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

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

Pollution or Contamination –

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

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

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

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

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

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

Rate of Gross Profit –

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

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

For all other businesses

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

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

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

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

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

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

Specified Working Expenses – The total of

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

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

Standard Turnover –

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

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

For all other businesses

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

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

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

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

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

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

Third Party – Any person or entity other than the **Insured** (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the **Insured**, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the **Insured**, its **Business**, any **Computer System** or **Data** which is owns, uses or relies on.

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

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

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

Virus or Similar Mechanism – Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not including but not limited to trojan horses worms and logic bombs

GENERAL CONDITIONS

Applicable to all parts of this Policy

1) Observance of Terms

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

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

2) Breach of the duty of fair presentation

Inception

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

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

Mid-Term Variation

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

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

- c) If the non-disclosure or misrepresentation was not deliberate or reckless and the **Insurer** would have agreed to a variation but on different terms (other than specifically relating to premium) then the **Insurer** may treat the variation as being subject to those different terms and/or where the **Insurer** would have charged different premium, then the **Insurer** may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.

3) Fraud

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

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

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

4) Reasonable Care

The **Insured** shall

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

As soon as possible after discovery of any defect or danger the **Insured** shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

5) Alteration

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

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

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

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

6) Payment of Premium

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

- a) the premium for the Policy or any endorsement attaching to the Policy shall be paid within 30 calendar days from the inception date of coverage under the Policy or endorsement
- b) if the premium for the Policy or endorsement is payable by instalments then
 - i. each instalment shall be paid when due or
 - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

7) Cancellation

a) Cancellation by the **Insured**

The **Insured** has the right to immediately cancel the cover within 14 days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The **Insured** should exercise this right by contacting their insurance intermediary.

If the **Insured** does exercise their right to cancel during the "cooling off period", and provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance**, the **Insured** will be entitled to a return of premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

If the "cooling off period" has expired, the **Insured** may cancel the Policy during the **Period of Insurance** by giving 14 days' notice in writing to their insurance intermediary. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance** the **Insured** will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

b) Cancellation by the **Insurer** or **Coverholder**

In addition to the **Insurers'** rights set out elsewhere in the Policy, including but not limited to **General Condition 2 (Breach of the duty of fair presentation)** and **General Condition 3 (Fraud)**, where there is a valid reason for doing so the **Insurer** or **Coverholder** may cancel this Policy at any time by giving the **Insured** at least 14 days' notice in writing sent to the **Insured's** last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- i. Non-payment of premium (including if the premium for this Policy is paid by instalments and in the event that the **Insured** fails to pay one or more instalments whether in full or in part).
- ii. Continued failure by the **Insured** to comply with the terms and conditions of this Policy;
- iii. Failure by the **Insured** to allow the **Insurer** to complete a survey (where the Policy has been issued or renewed subject to a survey)
- iv. Failure by the **Insured** to adhere to, or implement, any risk improvement requirements or conditions required by the **Insurer**, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the **Insurer**;

- v. Material change in the risk or the sums insured;
- vi. Failure by the **Insured** to co-operate with the **Insurer** or provide the **Insurer** with information or documentation reasonably required by the **Insurer** and the lack of co-operation by the **Insured** affects the **Insurers** ability to process a claim or defend the **Insurers** interests or make risk based underwriting decisions. In this case the **Insurer** will write to the **Insured** giving notice of cancellation of this Policy in the event that the **Insured** does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter; or
- vii. The **Insureds** use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the **Insurers** staff or suppliers.

If either the **Insurer** or **Coverholder** does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance** the **Insured** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

8) Choice of Law

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

9) Legal Representatives

In the event of the death of the **Insured** the **Insurer** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms conditions and limitations of the Policy to the extent that they can apply

10) Subject to Survey

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

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

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

11) Limit of Indemnity

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

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

12) Third Party Rights

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

13) No Assignment

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

14) Insured's Contribution

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

13) Unoccupied Buildings

It is a condition precedent to liability that when any **Building** or portion thereof becomes **Unoccupied**:

- i. The **Insured** must give immediate notice of such unoccupancy to the **Insurer** and also when such **Unoccupied Building** or portion thereof are again occupied
- ii. The following action must be implemented by the **Insured**:
 - a. The main services are turned off and the water system drained whenever the **Buildings** involved or said portion thereof are vacated, except:
 - i. Electricity when needed to maintain any fire or intruder alarm system in operation, or,
 - ii. Water supply and heating system where a sprinkler system is in operation
 - b. The **Buildings** or portion thereof are inspected thoroughly internally and externally at least weekly by the **Insured** or a responsible person appointed by the **Insured** and a record is maintained of such inspections
 - c. Any internal or external accumulations of waste, unfixed combustible materials and gas bottles be removed during such inspections
 - d. The **Buildings** or portion thereof are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm system and setting any other protective device in operation.
- iii. The **Insured** must notify the **Insurer** immediately if the **Buildings** or portion thereof are to be occupied by contractors for renovation, alteration or conversion purposes.

GENERAL CLAIMS CONDITIONS

1) Action by the **Insured**

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

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

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

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

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

2) Rights of the **Insurer**

The **Insurer** shall

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the Policy and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any **Property** to the **Insurer**
- c) at its option indemnify the **Insured** by payment reinstatement replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurer** elects to reinstate or replace any **Property** they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

3) Conditions

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

4) Contribution in respect of Sections 1 and 2

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

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

5) Arbitration

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

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

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

6) Claims Co-operation

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

GENERAL EXCLUSIONS

This Policy does not cover

1) War

Any claim, **Damage**, death, injury, disablement or liability, cost or expense, or any **Consequential Loss**, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- i. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- ii. the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- iii. any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered in the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

2) Radioactive Contamination

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

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions i and ii do not apply to Section 3 – Employers' Liability other than in respect of

- the liability of any principal
- liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions iii and iv do not apply to Section 3 – Employers' Liability and Section 4 – Public and Products Liability

3) Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4) Terrorism and Civil Commotion

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

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

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

5) Date Recognition

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

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

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

6) Other Insurance(s) Policies

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

7) Computer Virus

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

- a) the alteration modification distortion corruption of or damage to any **Computer System** or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or

- b) any alteration modification distortion erasure corruption of **Data** processed by any such **Computer System** or other equipment or component or system or item whether the property of the **Insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or Phishing or **Denial of Service Attack**

8) Illegal Deliberate and Criminal Activities

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

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

9) Sanctions

(not applicable to Section 3 – Employers' Liability)

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the **Insurer** to any sanction prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

10) Cyber and Data Events

- a) any **Cyber Loss**;
- b) any claim, **Damage**, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any **Data Loss**; or
- c) any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any **Computer System**,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or **Damage**.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

- i. this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a **Cyber Act** or **Cyber Incident**, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:
 - a) any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause ii below;
 - b) any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of any **Computer System** (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
 - c) any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property;
- ii. should Data Processing Media owned or operated by the **Insured** suffer physical loss

or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying **Data** from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:

- a) any research and engineering costs;
- b) any costs of recreating, gathering or assembling the **Data**;
- c) any reduction in value of **Data** or any amount pertaining to the value of such **Data** to the **Insured** or any **Third Party**, even if such **Data** cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
- d) any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any **Data**

For the purposes of this Exclusion:

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered in the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this Exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of **Data** or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used;

Data is not limited to the **Insured's Data** but includes **Data** which is owned, accessed, processed, transmitted, stored or used by any **Third Party** anywhere in the world;

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of **Data** (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of **Data** or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any **Data**;

Data Processing Media means any tangible property insured by this Policy on which **Data** can be stored but not the **Data** itself;

Non-Cyber Cause means a cause, other than a **Cyber Act, Cyber Incident**, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy;

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the **Insured** or for which the **Insured** is responsible, excluding any **Data** and intangible elements of any **Computer System**;

11) Biological or Chemical Materials

This **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

12) Contagious or Infectious Disease

Damage, cost, expense, or any **Consequential Loss**, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a) a **Contagious or Infectious Disease**;
- b) the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;

- c) the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d) any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause any loss.

But this Exclusion will not apply to Physical Damage to **Property** Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered in the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a) clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- b) monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- c) provide medical treatment for persons affected by a **Contagious or Infectious Disease**.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a) cause **Pathogens** to come into contact with the **Premises** or property of any person or entity; or
- b) cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the **Premises** or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a **Pathogen** on property or contamination of property by a **Pathogen** does not constitute Physical Damage.

SECTION 1 – MATERIAL DAMAGE

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

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

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

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

Insurable Perils

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

1) Fire

Excluding **Damage** caused by

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

2) Lightning

3) Explosion

Excluding **Damage** caused by the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only belonging to or under the control of the **Insured**

However this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes

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

5) Earthquake and subterranean fire

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

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

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

Excluding

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

8) Storm

Excluding **Damage**

- a) caused by frost subsidence ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and moveable **Property** in the open or in open fronted or open sided **Buildings**
- d) caused by inundation from the sea whether by storm tempest or otherwise
- e) caused by escape of water from the confines of any natural or artificial water course lake reservoir canal or dam

9) Flood

Excluding **Damage**

- a) caused by frost subsidence ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and moveable **Property** in the open or in open fronted or open sided **Buildings**
- d) caused by storm or tempest
- e) caused by escape of water from any tank apparatus or pipe

10) Impact by

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

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

Excluding **Damage**

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

12) Accidental escape of water from any automatic sprinkler installation

Excluding **Damage** occasioned by or attributable to

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

13) Accidental damage

Excluding **Damage**

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

- g) or inventory shortage misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

14) Subsidence ground heave or landslip

Excluding **Damage**

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

Additional Covers

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

1. Glass Shop Front Blinds and Signs

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

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

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

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

Exclusions

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

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

2. Money

This Additional Cover is only operative if shown in the Schedule.

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

- a) in the *Premises* during **Business Hours** or whilst in a bank night safe
- b) in transit to and from the *Premises* whilst in the custody of the **Insured** or an authorised person acting on behalf of the Insured.
- c) in the **Insured's** or any authorised person's private dwelling house subject to a limit of £500 for any one loss
- d) in the *Premises* whilst left unattended or outside **Business Hours** and not secured in a locked **Safe** subject to a limit of £500 for any one loss
- e) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a locked unspecified **Safe**
- f) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a specified **Safe** if stated in the Schedule

Non-Negotiable Money

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

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

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

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

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

Exclusions

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

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

- e) theft or attempted theft by any **Employee**
- f) an unattended vehicle and any coin operated gaming devices or machines
- g) **Damage** not within the **Territorial Limits**
- h) any business or other activity not connected with the **Business** conducted from the **Premises** as stated in the Schedule
- i) non-payment by guests of their bills or accounts or of any other money due to the **Insured**

Conditions

- 1) It is a condition precedent to the **Insurer's** liability under this Additional Cover that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than by specialist security carrier) at all times
 - a) the times of transits routes and conveyances used shall be varied as far as is possible
 - b) all persons engaged in the transit of **Money** shall be at least 18 years of age
 - c) transits of amounts of
 - i. up to £3,000 shall be accompanied by at least one person
 - ii. £3,001 to £6,000 shall be accompanied by at least two people
 - iii. £6,001 to £10,000 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
 - iv. amounts exceeding £10,000 shall be transported by specialist security carrier
- 2) It is a condition precedent to the Insurer's liability that when the *Premises* as stated in the Schedule or any authorised person's private dwelling house in which Money is kept is left unattended
 - a) all locks bolts and other protective devices are in full operation and are used
 - b) all keys must be held in the personal custody of an authorised person and removed from
 - c) the unattended *Premises* as stated in the Schedule or
 - d) from the final exit door of any authorised person's unattended private dwelling house

3. Personal Accident (Assault)

This Additional Cover is only operative if shown in the Schedule.

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

Schedule of Benefits

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

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

Exclusions

The **Insurer** shall not be liable for

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

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

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

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

4. All Risks on Portable Property

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

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

Exclusions

The **Insurer** shall not be liable for

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

5. Goods in Transit

This Additional Cover is only operative if shown in the Schedule.

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

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

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

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

Exclusions

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

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

Conditions

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

6. Domestic Contents, Personal Money, and Alternative Accommodation

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

A. Domestic Contents at the Premises

Provided that

- i. the **Premises** are the permanent place of residence of the **Insured** or resident manager
- ii. the liability of the **Insurer** under this Additional Cover shall not exceed the Sum Insured

for **Domestic Contents** stated in the Schedule for any one loss with a maximum limit of £1,500 any one single item unless specifically mentioned in the Schedule

- iii. the **Insurer** shall not be liable for the cost of replacing any undamaged item or part of any item which form a part of a matching set or suite

Exclusions to A

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

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

Conditions to A.

It is a condition precedent to the **Insurer's** liability for **Damage** caused by the **Insured Perils** that the **Insured**

shall have in place in full working order and in operation the following minimum level of security (or such level as specified in the Schedule) whenever any part of the *Premises* is occupied by the **Insured** for residential purposes are left unattended

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

B. Insured's personal money

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

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

Exclusions to B.

The **Insurer** will not be liable for

- i. losses arising from unauthorised use of a credit card by any member of the **Insured's** family or resident manager's family
- ii. loss due to confiscation or detention
- iii. losses caused by depreciation or shortages caused by errors or omissions
- iv. money held in connection with the **Business**

Conditions to B.

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

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

C. Alternative Accommodation

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

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

Exclusions to C.

The **Insurer** will not be liable for

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

Extensions to Section 1

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

1) Underground Services

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

2) Theft of Keys and Lock Replacement

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

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

3) Theft Damage to Buildings

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and are not otherwise insured which directly results from **Insured Peril 7** provided that if the **Buildings** of the **Premises** are not insured by this Section the liability of the **Insurer** under this Extension shall not exceed an aggregate maximum of £25,000 in any one **Period of Insurance**

4) Temporary Removal

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

This Extension shall not apply to

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

5) Exhibitions

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

6) Other Locations

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

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

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

7) Third Party Storage Locations

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

8) Landscaped Gardens

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

9) Loss of Metered Water

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

10) Trace and Access

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

11) Clearing of Drains

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

12) Fire Extinguishment Expenses

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

13) Guests' Personal Effects

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to guests' personal effects at the **Premises** subject to a maximum of £1,000 any one guest's personal effects and £50,000 for any one loss

14) Property in the Open

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to property in the open within the boundaries of the **Premises** up to a maximum of £2,500 in any one Period of Insurance excluding **Damage** caused by or consisting of any of the following

- a) wind rain hail sleet snow or dust
- b) theft or attempted theft

15) Outside Catering

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

16) Computer Records

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

17) Theft of Building Fabric

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

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

This Extension shall not apply

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

18) Automated Teller Machines ("ATMs") and Lottery Equipment

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

19) Employee Dishonesty

This Extension is operative only if stated in the Schedule.

The **Insurer** shall indemnify the **Insured** for its direct financial Loss which occurs during the **Period of Insurance** as a direct result of one act of theft committed during the **Period of Insurance** by any identified Employee who is paid wholly or mainly by salary or wages (acting alone or in collusion with others) with the principal intent to cause the **Insured** to sustain a loss and to obtain financial benefit for such Employee (other than salaries commissions fees bonuses promotions awards profit sharing pensions or other employee benefits earned in the normal course of employment) which is First Discovered by the **Insured** during the **Period of Insurance** and within 72 hours of the theft occurring

The Liability of the **Insurer** shall be restricted to a maximum of £5,000 for any one Loss

Employee Dishonesty Definitions

Employee(s) for the purposes of this Cover shall mean permanent employee(s) under a contract of service or apprenticeship with the **Insured** and the General Definition of Employee shall not apply in this Cover

First Discovered means the time the **Insured** first became aware of or had reasonable cause to suspect an act of theft or a Loss.

Loss for the purpose of this Cover means direct financial loss (other than salary or other remuneration) of **Money, Non-Negotiable Money** or property insured under Sections 1 of this Policy and used in connection with the **Business** owned by the **Insured** or in the care custody or control of the **Insured** and for which the **Insured** is liable in connection with any one act of theft by an Employee provided that the **Insured** can establish and provide proof of the date of the incident and such incident is First Discovered by the **Insured** within 72 hours of its occurrence. Loss shall include costs fees or other expenses incurred in establishing the existence or amount of any Loss

Knowledge means become aware of or reasonably suspect

Transaction means a formal act to change control of the insured from that which existed at the inception of the Policy

Employee Dishonesty Conditions

- a) Cancellation as to any Employee – This Cover shall be deemed cancelled in respect of any Employee immediately upon discovery by the Insured, or by any director partner principal or officer thereof not in collusion with such Employee of any act of theft on the part of such Employee and further theft acts committed by such Employee are excluded
- b) Recoveries – Under this Cover recoveries, less the actual cost of recovery, made after Loss will be distributed as follows; first, the **Insured** shall be reimbursed for Loss exceeding the Limit of Liability or settlement (whichever is less) and the Excess amount (if applicable); second, the **Insurer** shall be reimbursed for the settlement made; third, the **Insured** shall be reimbursed for Loss equal to the retention amount
- c) Management Controls – It is a condition precedent to the liability of the **Insurer** under this Employee Dishonesty Extension that the **Insured** shall at all times comply with the following Conditions, evidence of which must be available at the time of claim
 - i. The statutory accounts are independently audited
 - ii. **Stock** is independently and physically checked, (at least once every six months), by an Employee not responsible for daily stock handling or ordering
 - iii. Cheque requisition/payment instructions and payment authorisation are segregated functions undertaken by separate Employees
 - iv. The ordering certification of receipt, and verification of supporting documentation before cheque or payment instructions are authorised for goods or services are performed by different Employees acting independently
 - v. Cash in hand and petty cash shall be checked independently of Employees responsible at least monthly
 - vi. Monthly reconciliation is performed on all bank accounts and debtors accounts independently of Employees in a position to receive payment of an account
 - vii. Written references are obtained and checked for all new Employees (except school-leavers) covering at least the preceding 2 years of continuous employment, where the Employee is to be responsible for Money and Non-Negotiable Money securities stock or accounts
- d) Change in Control of Insured – If, during the Period of Insurance a Transaction takes place then the cover provided under this Employee Dishonesty Extension is amended to apply only to acts committed which give rise to a loss occurring prior to the effective date of the Transaction. The **Insured** shall give the Insurer written notice of the Transaction as soon as practicable but not later than 30 days after the effective date of the Transaction

Employee Dishonesty Exclusions

The **Insurer** shall not be liable under this Employee Dishonesty Extension for

- a) any theft discovered more than 72 hours after the established date of occurrence of the theft
- b) any theft that results from the complete or partial non-payment or default under any credit arrangement loan lease or rental agreement invoice or payments made or withdrawals from any customer's account involving items which are not finally paid for any reason
- c) any theft caused by any Employee from and after the time that the **Insured** or any director or officer thereof shall have Knowledge or information that such Employee has committed any dishonest or fraudulent act whether such act be committed before or after the date of employment by the **Insured**
- d) any theft where the proof of such theft is dependent solely upon a profit and loss computation or comparison of inventory records with an actual physical count
- e) any theft which arises out of the voluntary giving or surrendering of property in exchange or purchase unless such Loss is caused by an Employee or by forgery counterfeiting or fraud by any other person whether or not in collusion with an Employee
- f) indirect or consequential loss of any nature
- g) any costs fees and other expenses incurred by the Insured in establishing the existence of or amount of Loss
- h) any costs of defending any legal proceeding brought against the **Insured**
- i) any theft caused by any broker factor, commission consignee contractor or any other agent or representative of the same general character
- j) any loss of and/or damage to proprietary information trade secrets confidential processing methods or other confidential information of any kind
- k) any theft that the Insured First Discovered prior to or subsequent to the **Period of Insurance**
- l) any theft arising from any act or any series of related acts committed outside the **Territorial Limits**
- m) any theft in connection with any Loss committed by any Employee who at the time of committing the fraudulent or dishonest act owns or controls more than 5% of the issued share capital of the Insured

Clauses

1) Non-invalidation

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

2) Reinstatement of Losses

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

3) Mortgagees

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

4) Property more specifically insured

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

5) Minor Repairs and Alterations

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

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

Basis of Settlement Clauses

1) Average

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

2) Reinstatement – **Domestic Contents**

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

Special Provisions

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

3) Stock

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

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

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

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

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

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

- i. At the inception of each **Period of Insurance** the **Insured** shall notify the **Insurer** of the *Declared Value* of the **Property** insured by each item described in the Schedule
- ii. If at the time of **Damage** the *Declared Value* of the **Property** insured by each item is less than the cost of reinstatement at the inception of the **Period of Insurance** the

liability of the **Insurer** shall not exceed the proportion which the *Declared Value* bears to the costs of such reinstatement

- iii. Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- iv. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- v. No payment will be made beyond the amount the **Insurer** would have paid where **Property** insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

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

Meaning

- a) where any **Computer** item suffers **Damage** beyond economic repair replacement by a new item of equal performance and/or capacity or if such be impossible replacement by an item having the nearest higher performance and/or capacity to the item damaged
- b) where the **Computer** item suffers **Damage** the repair of the **Damage** and the restoration of the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

Special Provisions relating to **Computers**

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

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

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

ignoring inflationary factors which may operate subsequently

5) Seasonal Increases

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

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

6) European Union and Public Authorities

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

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

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

- i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the **Damage**
- ii. the amount of any rate tax duty development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**

Conditions

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

7) Removal of Debris

This insurance includes the costs incurred in respect of removal of debris of **Property** insured resulting from

Damage from an **Insured Peril** excluding

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

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

8) Capital Additions

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

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

subject to

- i. the **Insured** advising the **Insurer** of the amendments as soon as practicable on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium

- ii. the Sums Insured for **Buildings Tenants' Improvements** and **Contents** at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or £250,000 whichever is the lesser at any one location

9) Professional Fees

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

10) Contracting Purchaser

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

11) Contract Price

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

12) Subrogation Waiver

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

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

13) Other Interests

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

14) Business Books

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

Exclusions applying to Section 1

The **Insurer** shall not be liable for

1) Damage to

- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft
- b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction
- c) land piers jetties bridges culverts or excavations
- d) livestock growing crops or trees
- e) jewellery precious stones precious metals bullion or furs (other than as provided for under Extension 13 – Guests’ Personal Effects or Additional Cover Domestic Contents Personal Money and Alternative Accommodation if operative)
- f) Any claim arising directly or indirectly from the burning of waste either at or away from the **Insured’s Premises**

2) any loss, Damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mould, mildew, fungus, spores or other microorganism 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 or not contributing concurrently or in any sequence;
- iii. any loss of use, occupancy, or functionality; or
- iv. any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

Conditions applying to Section 1

1) Stillage

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

2) Intruder Alarm System

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

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

- a) the **Intruder Alarm System** is maintained in full and effective working order under a contract to provide corrective and preventive maintenance with the installer or such other contractor agreed by the **Insurer** in writing
- b) the **Premises** are not left unattended
 - i. unless the **Intruder Alarm System** is tested and set in its entirety and is

together with the means of communication used to transmit or receive signals in full and effective operation

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

3) Fire Extinguishing Appliances

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

The **Insured** undertakes to maintain the said appliances in efficient working order during the **Period of Insurance**. Subject to observance of this undertaking Section 1 – Material Damage of this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown or beyond the control of the **Insured**

4) Fire Appliance and Fire Detectors Maintenance Condition

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

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

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

5) Fire-Proof Doors and Shutters Condition

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

6) Minimum Level of Security

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

- a) the final exit door of the **Insured's** portion of the **Buildings** is to be fitted with either
 - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to BS 3621 or
 - ii. for timber or steel framed doors a rim latch deadlock that conforms to BS 3621
- b) all other external doors and internal doors giving access to any part of the **Buildings** not occupied by the **Insured** are to be fitted with either
 - i. as described in a) i. and ii. above or
 - ii. 2 key-operated security bolts for doors fitted approximately 30cms from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks
- d) all ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies down pipes are to be fitted with key operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles gates expanded metal or weld-mesh securely fixed to the brickwork surrounding the window
- e) all manually operated roller shutters are to be secured by either
 - i. two key operated security shutter locks with the locking mechanisms positioned as close as possible to the bottom of the shutter to prevent it from being prised up to allow entry or
 - ii. with a close shackle padlock conforming to Security Grade 4 of BS EN 12320 or
 - iii. as e) i. above together with the roller shutter manufacturer's corresponding locking bar

- f) all electrically operated doors must be secured by either
 - i. an internal opening switch locked in the off position by means of an integral lock and/or padlock or
 - ii. such doors are to have the power supply to the operating switch isolated at a suitable electrical power
 - iii. distribution board which is secured against unauthorised use and/or
 - iv. the security level as detailed in e) above

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

7) Electrical Inspection and Testing Programme

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

- a) the electrical installation at the **Premises** is periodically inspected and tested in accordance with BS7671: 2008 Requirements for Electrical Installations (as amended) by an Approved Contractor or a Registered Member appropriate for the type of installation and any such inspection and testing shall be undertaken by a member of a UKAS accredited electrical contractor certification and inspection body schemes applicable to buildings (other than dwellings) and industrial locations including those operated by
 - i. NICEIC (National Inspection Council for Electrical Installation Contracting)
 - ii. ECA (Electrical Contractors Association) – not restricted to domestic installations
 - iii. SELECT (Electrical Contractors Association of Scotland)
 - iv. NAPIT (National Association of Professional Inspectors and Testers)
 - v. ELECSA
- b) on completion, a recognised Electrical Installation Condition Report is to be issued, a copy of which must be provided to the **Insurer** upon request
- c) all reported defects coded C1 ('Danger present') are to be remedied immediately or the offending component or circuit taken out of service until suitable repairs are carried out and all other reported defects remedied within a maximum of 60 days of the inspection or as agreed with the **Insurer** in writing
- d) further periodic inspection and testing should be undertaken in accordance with the recommendations of the electrical installation condition report or within five years whichever is the less
- e) additional inspection and testing should be undertaken and all reported defects remedied in accordance with item c) above
 - i. immediately following refurbishment or structural renovation work at the **Premises**
 - ii. immediately following any water damage affecting the **Premises**

8) Kitchen Duct Condition

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

out. The documents must be retained by the **Insured**

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

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

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

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

9) Operation of Deep Fat Frying & Cooking Equipment Condition

It is a condition precedent to the **Insurer's** liability, in respect of any deep fat frying range, frying or cooking equipment that

- a) a flame failure device is fitted if a range is gas or oil fired (not applicable to shallow pan frying in woks or pans)
- b) it is installed and operated in accordance with the manufacturer's instructions
- c) a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205 degrees centigrade or the supplier's recommended temperature if that is less (applicable)
- d) a high temperature limit control (of a non-self-resetting type) is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230 degrees centigrade
- e) the extraction of heat, fumes and/or combustion products is via an integral duct, or an overhead canopy and duct system, vented direct to the open.
- f) all ducts are constructed of and supported by galvanized or stainless steel
- g) the grease trap, filter and other grease removal devices are cleaned at least once a week
- h) the grease extract ducting is cleaned at least once each year.
- i) a service of the range or equipment is carried out by the manufacturer or installer (or an independent specialist contractor as recommended by them as a competent company or person) at least once a year
- j) any frying range is serviced on an annual basis by a competent independent engineer. The period of time between services must not exceed 12 months. The service must extend to a compulsory full cleaning of the entire range and full length of all ducting including
 - i. ducting through the sump/drip tray
 - ii. an inspection and cleaning of all the ducting through to the extractor motor
 - iii. cleaning of the extractor motor impellar and its housing
 - iv. inspection/cleaning of the ducting beyond the extractor motor (with hatches and access panels made if necessary into the ducting to facilitate the complete service and clean of the entire ducting).

In the case of gas fired ranges, the range service engineer must be registered with the Gas Safe Register. For electric powered ranges the engineer must be approved by The National Inspection Council for Electrical Contractors (NICEIC).

The ductwork cleaners and range servicing contractors must be competent specialists in that field.

The full service record must not be kept on the **Premises** unless in a secure safe. It is the **Insured's** responsibility to ensure by checking with the Contractor that the work detailed in this Condition has been carried out as required. Such record (or duplicate) must be available for inspection by the **Insurer** at any time.

- k) all frying and cooking equipment (including hot plates) is attended, the operator to be in the immediate proximity and alongside at all times so that they retain close control when the heat source is in operation. In the case of Fryers an operator must be in attendance for one hour after completion of any period of use in connection with frying equipment.
- l) a fire blanket (of an adequate size) is kept, at all times, in the vicinity of the frying equipment and range
- m) a minimum of two of the specified types of fire extinguishing appliances are kept, at all times, in the vicinity of the range and they are regularly maintained to ensure that they are in proper working order: CO2, halogenated, hydrocarbon, dry powder, foam
- n) all oily or greasy waste and cloths are kept in metal bins with metal lids and removed from the **Premises** at the end of each day
- o) a written record of all cleaning and servicing activities are kept at a location other than the **Premises**.
- p) the frying range, cooking equipment and ducting systems are at least 300mm away from any combustible materials; unless suitably protected by fire resistant substance or material; this includes any part of the building's structure including wall partition, floors and ceilings.
- q) Pans in the frying range or deep fat fryer contain an adequate amount of frying or cooking medium at all times

10) Flat Felted Timber Roof & Guttering Condition

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

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

11) Removal of Waste

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

- a) all waste and refuse is swept up daily and removed completely from the **Premises** at least once a week and a record of removal is kept
- b) all combustible storage/waste in the open on the **Premises** is to be kept at least 2 metres from any of the **Insured's Buildings** at the **Premises** at any time

12) Chimney Sweeping and Open Fires Condition

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

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

13) Portable Heater

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

14) Chilled or Frozen Food

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

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

15) Smoking

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

- a) enforce a no smoking policy at the **Premises** which complies with current legislation
- b) only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- c) in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- d) ensure that waste smoking materials are removed from the **Premises** at the close of business each day
- e) ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the **Premises**.

16) Tumble Dryer

It is a condition precedent to the **Insurer's** liability that with regards to tumble dryers the **Insured** ensures the following procedures are adhered to:

- a) all oily and/or greasy fabric materials intended for tumble drying must first been suitably washed using an appropriate degreasing agent
- b) dryers are not to be left unattended whilst in operation
- c) dryers are to be cleaned of waste materials such as lint after each cycle or in accordance

with the manufacturers' recommendations

- d) the waste materials must be removed and suitably disposed of and not be allowed to accumulate around the machines or laundry
- e) all fabric materials after drying are to be then cooled by either of the following methods:
 - i. the drying machine cooling cycle
 - ii. by the items been removed and separated to cool naturally.

17) Pipework Lagging Condition

It is a condition precedent to **Insurer's** liability in respect of **Damage** arising from the internal flooding or escape of water that any exposed internal or external water carrying pipework including any tanks or cylinders but excluding closed radiator systems are fully lagged or jacketed to current professional specifications.

SECTION 2 – BUSINESS INTERRUPTION

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

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

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

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

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

Clauses

Reinstatement Following a Loss

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

Basis of Settlement Clauses

1) Gross Profit

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

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

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

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

2) Specified Working Expenses

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

3) Increased Cost of Working

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

4) Outstanding Debit Balances

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

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

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

5) Average

If the **Sum Insured** is less than the **Gross Profit** for the 12 months (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) immediately prior to the occurrence of **Damage** the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**. In the circumstances that the **Business** has not been trading for 12 months and therefore the **Gross Profit** for the preceding 12 months cannot be determined then the **Gross Profit** during the period from when the **Business** commenced trading and the date of the **Damage** shall be used

6) Alternative Trading

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

7) Departmental

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

8) Accountants' and Auditors' Charges

The **Insurer** will pay to the **Insured** the charges payable by the **Insured** to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs information or evidence as may be required by the **Insurer** under the terms of this

Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents

9) Current Cost Accounting

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

10) Value Added Tax

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

11) Payments on Account

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

Extensions to Section 2

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

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

1) Premises Closure or Restrictions

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

subject to a maximum of £25,000 for any one loss

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

2) Suppliers

Damage from the **Insured Perils** at the **Premises** of any of the **Insured's** suppliers manufacturers or processors within the **Territorial Limits** but excluding the premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £25,000 at any one location.

3) Denial of Access

Damage from the **Insured Perils** to property within a one-mile radius of the **Premises** which shall prevent or hinder the use of or access to the **Insured's Premises** whether or not there has been **Damage** to the **Premises** or **Property** of the **Insured** but excluding the property of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £25,000 for any one loss.

4) Accidental Failure of Public Supply

Loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of accidental failure of supply of

- i. electricity at the terminal ends of the service provider's feeders at the **Premises** subject to a limit of £25,000
- ii. gas at the service provider's meters at the **Premises** subject to a limit of £25,000
- iii. water at the service provider's main stop cock serving the **Premises** subject to a limit of £25,000
- iv. land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the **Premises** subject to a limit of £100 per day in respect of any one failure and £2,500 in respect of all failures in any one period of insurance
- v. other telecommunications services (including intranet or extranet services) at the

incoming line terminals or receivers at the **Premises** subject to a limit of £100 per day in respect of any one failure and £2,500 in respect of all failures in any one period of insurance

Provided that:

- a) in respect of the supply of land based and other telecommunications services the Maximum Indemnity Period shall not exceed 3 months
- b) the Insurer shall not be liable for any Business Interruption
 - i. which does not involve a cessation of supply for at least 4 consecutive hours in respect of the supply of electricity, gas or water services and for at least 12 consecutive hours in respect of the supply of land based and other telecommunications services
 - ii. resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
 - iii. resulting from failure caused by strikes or any labour or trade dispute, drought, other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions
 - iv. caused by or arising from or attributable to the failure of any overhead transmission and
 - v. distributing lines and their supporting structures, other than those within 1 mile of the **Premises**
 - vi. resulting from the failure of telecommunications services via satellite due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions resulting from the transfer of the Insured's satellite facility to another party
 - vii. as insured under the Suppliers Extension.

5) Goods in Transit

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

6) Documents

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

7) Storage Sites

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

8) Contract Sites

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

Exclusions applying to Section 2

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

Conditions applying to Section 2

- 1) Debit Recording and Storage

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

Additional Cover

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

Loss of Licence

This Additional Cover is operative only if stated in the Schedule.

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

The amount payable shall be

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

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

The liability of the **Insurer** under this Additional Cover shall be restricted to a maximum of £100,000 for any one **Period of Insurance**.

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

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

Exclusions

The **Insurer** shall not be liable for

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

Conditions

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

- a) immediate notice must be given in writing to the **Insurer** by the **Insured** in the event of any
 - i. change in tenancy use or management of the Premises
 - ii. transfer or proposed transfer of the **Licence**
 - iii. complaint against the **Premises** or the control of the **Premises**

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

SECTION 3 – EMPLOYER’S LIABILITY

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

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

Limit of Indemnity

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

Section Definition

Territorial Limits

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

Extensions to Section 3

1) Court Attendance Compensation

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

2) Health and Safety at Work – Legal Defence Costs

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

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

3) Indemnity to Other Parties

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

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

(but excluding medical practitioners) against liability incurred in such capacity

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

Provided that

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

4) Unsatisfied Court Judgments

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

Provided that

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

5) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

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

6) Personal Accident

This Extension is operative only if stated in the Schedule.

If an *Insured Person* sustains accidental *Bodily Injury* whilst on the Premises or whilst in the course of the Business within the Geographical Limits during the **Period of Insurance** which within two years solely and independently of any other cause results in accidental death or disablement, the **Insurer** will pay the **Insured** the percentage amount appropriate of the Benefit as follows:

Schedule of Benefits

Loss of:	% of Benefit Sum Insured:
Accidental Death	100%
Both Hands or Both Feet	100%
Either Hand or Foot and Sight of One Eye	100%
One Hand and One Foot	100%
Sight of Both Eyes	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Thumb and Index Finger of Same Hand	25%

If more than one Loss results from any one accidental *Bodily Injury*, only one amount, the largest, will be paid

The maximum amount the **Insurer** will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the **Insurer** in the **Insured's** name in respect of all *Insured Person* suffering *Bodily Injury* in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance is the Benefit Limit as shown in the Schedule or £50,000 whichever is the lesser amount. If a claim exceeds this amount, the **Insurer** will pay an amount which is proportionately reduced until the total does not exceed the Benefit Limit as shown in the Schedule or £50,000

Personal Accident Extension Definitions

Benefit - The limit of indemnity shown in the Schedule of Benefits in this Sub-Section

Bodily Injury – An identifiable physical injury caused by an Event

Event - A sudden unforeseen and identifiable occurrence, all occurrences or series of occurrences arising from, or attributable to, one source or original cause will be regarded as a single occurrence where they occur within a 10 mile radius and within 168 consecutive hours of the one source or original cause.

Insured Person – A person or persons described in the Schedule or endorsement to the policy

Geographical Limits

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands or
- b) Europe or
- c) anywhere in the world

Loss with regard to –

- a) hand or foot means actual severance through or above the wrist or ankle joints respectively
- b) eye means entire and irrevocable loss of sight that is more than 3/60ths on the Snellen Scale
- c) thumb and index finger means actual severance through or above the meta-carpo phalangeal joint

Personal Accident Extension Conditions

- 1) Acceptance of Benefit – If the **Insurer** has paid a claim under the Additional Cover Personal Accident (Assault) of Section 1 – Material Damage and the Insured has accepted payment then the **Insurer** will not have to make any further payments for the same claim
- 2) Claims Evidence – The **Insured** must provide at their own expense any evidence in support of a Loss. An *Insured Person* must undergo as many medical examinations in connection with any claim as the **Insurer** may require at its own expense
- 3) Disappearance – If an *Eligible Person* disappears and after a suitable period of time it is reasonable to believe that he/she has died as a result of accidental *Bodily Injury* the Benefit will be paid provided that the **Insured** signs an agreement that if it is later found to be wrong, any amount paid will be refunded to the **Insurer**
- 4) Exposure – Death or dismemberment resulting from exposure to the elements will be considered to have been caused by accidental *Bodily Injury*.

Personal Accident Extension Exclusions

This Personal Accident Extension does not include any loss caused by or arising directly or indirectly from:

- 1) intentional self-injury, suicide or attempted suicide, sexually transmitted conditions mental or nervous disorder anxiety stress or depression AIDS or HIV infection
- 2) serving in any branch of the Military or Armed Forces
- 3) being under the influence of drugs, alcohol or other intoxicants
- 4) participation in any crime, riot or civil commotion
- 5) flying as a pilot or member of aircrew
- 6) flying as a passenger in any aircraft that is not a multi-engine fixed wing aircraft licensed by a Civil Aviation Authority which flies according to a published service frequency and timetable showing departure days and departure and arrival times
- 7) the dispersal release or application of pathogenic or poisonous biological or chemical materials
- 8) needless self-exposure to peril (except in an attempt to save human life)
- 9) participation in winter sports skydiving / parachuting hang gliding bungee jumping scuba diving mountain climbing where ropes or guides are customarily used) riding or driving in races or rallies using a motorised vehicle or bicycle caving or pot-holing hunting or equestrian activities skin diving or other underwater activity, rafting or canoeing involving white water rapids yachting or boating outside coastal waters (2 miles) participation in any sport which provides the individual's major source of income.
- 10) sickness or disease (not resulting from accidental *Bodily Injury*), any naturally occurring condition or degenerative process, any gradually operating cause or any physical or medical condition which existed in the 24 months prior to inception of cover

- 11) any medical or surgical treatment except as may be necessary solely as a result of *Bodily Injury*
- 12) any *Bodily Injury* which shall result in hernia
- 13) any *Insured Person* after the expiry of the **Period of Insurance** during which that *Insured Person* reaches age 75 years
- 14) due to contributed to or accelerated by insanity

Exclusions applying to Section 3

The **Insurer** shall not be liable for

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

Conditions applying to Section 3

- 1) Certificate of Employers' Liability Insurance

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

- 2) Compulsory Insurance Legislation

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

- 3) Discharge of Liability

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

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

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

- 4) Other Insurances

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

SECTION 4– PUBLIC AND PRODUCTS LIABILITY

In the event of accidental

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

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

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

Limit of Indemnity

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

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

Costs inclusive in USA and Canada

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

Section Definition

Territorial Limits

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

Extensions to Section 4

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

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

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

Provided that this indemnity shall not apply to

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

2) Court Attendance Compensation

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

3) Cross Liabilities

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

4) Defective Premises Act

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

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

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

5) Health and Safety at Work – Legal Defence Costs

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

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

6) Indemnity to Other Parties

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

- a) any officer or committee member or other member of the **Insured's** canteen social

sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity

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

Provided that

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

7) Motor Contingent Liability

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

- a) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any sub-contractor acting for or on behalf of the **Insured**
- b) damage to such vehicle or to goods conveyed in or on it
- c) any vehicle being driven by the **Insured**
- d) any vehicle being driven by any person who to the knowledge of the **Insured** or of the **Insured's** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- e) in respect of which the **Insured** is entitled to indemnity under any other insurance

8) Overseas Personal Liability

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

The indemnity shall not apply to legal liability

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

9) Liability for Guests' Property

The Insurer will indemnify the Insured against legal liability arising out of the:

Hotel Proprietors Act 1956;

Hotel Proprietors Act (Northern Ireland) 1958;

Tourism (Liability of Proprietors of Registered Premises) (Jersey) Law 1964;

Hotel and Guest House Proprietors Liability (Bailiwick of Guernsey) Law 1964;

Hotel Keepers Liability Act 1964;

Subject to:

- a) the Insurer's liability under this extension not exceeding £25,000 in respect of all events happening during any Period of Insurance
- b) the Insured displaying notices where required by and in accordance with the provisions of either the Hotel Proprietors Act 1956 Hotel Proprietors Act (Northern Ireland) 1958 Tourism (Liability of Proprietors of Registered Premises) (Jersey) Law 1964 Hotel and Guest House Proprietors Liability (Bailiwick of Guernsey) Law 1964 or Hotel Keepers Liability Act 1964 as appropriate
- c) any guest's property deposited with the Insured for safe keeping being kept in a locked Safe /Strongroom

10) Car Park Liability

The **Insurer** will indemnify the **Insured** against legal liability arising from damage to the vehicles of visitors or guests whilst in the **Insured's** car park at the **Premises**

provided always that:

- a) the **Insurer's** liability in respect of any one occurrence or series of occurrences consequent upon or attributable to any one single event shall not exceed £10,000 nor £50,000 in the aggregate for the **Period of Insurance**
- b) a disclaimer notice to the effect that vehicles are left at owners' risk and that the **Insured** accept no liability for loss or damage to any vehicle or its contents is displayed in a prominent position in the car park

11) Cloakrooms

The **Insurer** will indemnify the **Insured** against legal liability arising from damage to property (excluding gold and silver articles jewellery watches and the like) belonging to guests caused by theft or accidental means whilst such property is deposited in the cloakrooms in the **Premises**

Provided that

- a) this extension shall not insure against damage caused by or due to fire and/or explosion
- b) the liability of the **Insurer** shall not exceed £100 any one article and £1,000 any one incident
- c) the cloakroom shall be locked-up whenever it is left unattended when guests property is deposited therein
- d) the **Insured** shall issue numbered tickets to each guest in respect of property deposited in the cloakroom and shall prominently display in each cloakroom disclaimer notices to the effect that property is left at the owners' risk and that the **Insured** accept no liability for loss or damage to contents left therein

12) Personal Liability

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

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

- a) excluded under this Section
- b) arising from any profession or business
- c) arising out of the ownership or occupation of land or buildings other than the **Premises**
- d) arising out of injury to the **Insured's** spouse or partner or any member of **Insured's**

family permanently residing with the **Insured**

- e) tree felling or lopping operations
- f) the ownership possession or use of any animal (other than cats dogs or horses)
- g) where indemnity is provided by any other insurance

13) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

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

Exclusions applying to Section 4

The indemnity granted under this Section shall not apply to

1) Advice and Design

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

2) Damage to Goods Supplied

Liability in respect of

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

3) Products Supplied

Liability in respect of **Products Supplied** other than

- a) Office machinery surplus to the Insured's requirements
- b) Food or drink supplied as a service to guests and visitors
- c) Proprietary branded goods other than medicines

4) Safety Critical Products and Exports to USA and Canada

Liability in respect of

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

5) Fines

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

6) Injury to Employees

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

7) Mechanically Propelled Vehicles

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

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)

- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy

8) **Pollution or Contamination**

Liability arising

- a) out of **Pollution or Contamination** and/or seepage unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- b) out of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, **Pollution or Contamination** is caused by a sudden, unintended or unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- c) directly or indirectly by **Pollution or Contamination** occurring in the United States of America or Canada or their dependencies or trust territories

9) **Property in the Charge or Control of the Insured**

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

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

10) **Vessels or Craft**

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

11) **Work on Offshore Installations**

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

12) **Notifiable Asbestos**

- a) liability in any way caused by, arising from or contributed to by:
 - i. exposure to or inhalation of **Notifiable Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Notifiable Asbestos**
- b) liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Notifiable Asbestos**.

13) Manual Work Away

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

14) Contractual Liability

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

15) Sporting Activities

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

16) Belligerent and Malicious Acts

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

17) Directly Employed Security Staff

Liability arising out of the use of security and/or door staff who are not an approved contractor as defined within the Security Industry Authority Approved Contractor Scheme, carry a valid Security Industry License and hold their own liability Insurance

18) Burning of Waste

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

19) Tobacco and E-cigarette

Liability arising from damage or **Injury** caused by:

- a) the consumption or inhalation of smoke produced by the burning of, exposure to or use of tobacco; or
- b) the consumption, inhalation of or exposure to vapour produced by any electronic cigarette or personal vaporizer.

In addition, liability, damage or **Injury** arising directly or indirectly out of the sale of e-cigarettes or accessories sold by the **Insured** which do not conform with applicable health, safety and environmental protection standards is also excluded

20) Cyber Event

Any loss, damage, expense or liability howsoever arising out of a Cyber Event.

This Exclusion does not apply to:

- i. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to any person
- ii. False arrest, false imprisonment, false eviction or malicious prosecution of any person
- iii. Loss of or damage to material property
- iv. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- v. Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

Subject otherwise to the terms, conditions and exclusion of this Policy.

For the purposes of this Exclusion the following Definitions apply:

Cyber Event means

- a) any unauthorised Processing of Data by the **Insured**
- b) any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c) any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person. An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on **Data** or on sets of **Data**, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. Any Damage to Data of a **Third Party** by the **Insured** is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the **Insured** for the purpose of Processing Data Network

Security Failure means any nonphysical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

Conditions applying to Section 4

1) Discharge of Liability

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

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

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

2) Other Insurances

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

3) Bona Fide Subcontractors

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

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

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

4) Food Hygiene Condition

It is a condition precedent to any liability of the **Insurer** that where the **Insured's Business** has a food hygiene rating (scores on doors) issued by the Food Standard Agency (FSA) that this score is not below 3 unless all requirements stipulated by the FSA following their inspection have been fulfilled and a further visit by the FSA inspector is awaited.

5) Food Allergen Condition

It is a condition precedent to liability of the **Insurer** that the **Insured** and all **Employees** must:

- a) Fully comply with The Food Information Regulations and EU Food Information for Consumer Regulations (EU FIC)
- b) Keep an accurate and up to date record of allergens that may be present in food or drink provided and, if requested, make this documentation available to customers and the **Insurer**
- c) Know the policies and procedures when asked to provide allergen information to customers
- d) Provide allergen information in all menus or in other accessible mediums in an upfront manner

ADDITIONAL BENEFITS

Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone [our Claims Team on 0344 412 9988](#).

Help on starting and running a business

Running a business means facing a constant stream of challenges and opportunities often with limited resources. Whether you're looking for help with management techniques, finance, export skills, design, technology, marketing or information technology, one phone call will put you in touch with a highly experienced team of experts with hands-on experience.

To contact your regional Business Support Helpline, telephone:

England:

[Business Support Helpline \(England\)](#)
enquiries@businesssupporthelpline.org
Telephone: 0800 998 1098
Monday to Friday, 9am to 6pm (except bank holidays)

Wales:

[Business Wales Helpline](#)
Telephone: 0300 060 3000
Monday to Friday, 8.30am to 5.30pm (except bank holidays)

Scotland:

[Find Business Support Scotland](#)
Telephone: 0300 303 0660
Textphone: 0800 023 2071
Monday to Friday, 8.30am to 5.30pm (except bank holidays)

Support and advice can also be obtained through the GOV.UK website at gov.uk/business-support-helpline.

Allianz Risk Management

Additional risk management guidance and support can be accessed via allianz.co.uk/risk-management, our free, online risk management website which offers an array of information including:

- comprehensive guidance for key and trade sector specific topics, including an overview of criteria to consider and actions to take when assessing and managing risk
- a business impact analysis tool, to assist you in a better understanding of where your business may be vulnerable to disruption and the mitigation measures that can be adopted
- access to a range of discounted online training packages to help you in the management and control of hazards and risks in your workplace
- news keeping you up-to-date with the latest developments in business risk
- A-Z of key UK legislation providing an outline of its purpose, who's responsible for compliance and what needs to be done
- a network of quality approved suppliers providing a range of discounted products and services.

PRIVACY NOTICE SUMMARY

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: [Allianz.co.uk/privacy-notice.html](https://www.allianz.co.uk/privacy-notice.html).

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: 0208 231 3992
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

EMPLOYERS' LIABILITY TRACING OFFICE

If your policy provides Employers' Liability cover information relating to your insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

- i. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- ii. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website elto.org.uk.

Aqueous Underwriting is a trading name of Aqueous Management Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Aqueous Management Limited is registered in England and Wales company number 09608791. Registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU

Allianz Insurance plc is registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

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