



BROKER EXPRESS

Part of the Eaton Gate group

Hotels, B&B's and Guesthouses Policy

Contents

Hotels, B&B's and Guesthouses Policy	3
Telephone Numbers	4
About Your Policy	5
Customer Complaints.....	6
Policy Definitions	9
Section 1 – Property	13
Sub-Section A – Material Damage.....	18
Sub-Section B - Business Money.....	27
Sub-Section C – Personal Accident (Assault).....	28
Sub-Section D - Glass Breakage	29
Sub-Section E - Goods in Transit	29
Sub-Section F – All Risks on Specified Business Equipment	32
Section 2 - Business Interruption	34
Sub-Section A – Gross Revenue.....	34
Sub-Section B - Accounts Receivable	37
Sub-Section C - Loss of License	38
Section 3 - Business Liability	41
Sub-Section A - Employers Liability	43
Sub-Section B – Public and Products Liability.....	44
Section 4 – Commercial Legal Expenses.....	49
General Policy Conditions.....	57
General Policy Exclusions	60
Claims Conditions	64

Hotels, B&B's and Guesthouses Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through us.

Insuring Clause

The **Policy Schedule** and any **Endorsements** and **Statement of Facts** should be read as if they were one document. The **Policy** is a contract between **You** and **Your Insurer**.

In consideration of payment of the premium **Your Insurer** detailed in the **Schedule** will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and **Conditions** of the **Policy** are kept.

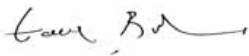
The name of **Your Insurer** can be found on the **Statement of Facts, Schedule** and Certificate of Employers Liability Insurance (where issued).

Law and Jurisdiction

You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise this contract shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England. For and on behalf of the **Insurer**.



Gary Burke

Chairman

Eaton Gate MGU Ltd

About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Numbers

CLAIMS LINE

[See Your Schedule for Details](#)

This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim.

Please see Making a Claim in the Claims **Conditions** Section of this **Policy**.

Calls may be recorded for quality and training purposes.

HELPLINES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

REDUNDANCY APPROVAL - 0117 917 1698

We can arrange for specialist advice if **you** are planning redundancies. This will assist **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

CRISIS COMMUNICATION - 0344 571 7964

If **You** are concerned about an event that may result in negative publicity which could affect **Your** business, **You** can access professional public relations support from our Crisis Communication experts.

Where possible, initial advice for **You** to act upon will be provided over the phone, but if **Your** circumstance require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage **Your** business, **You** are **Insured** against the costs of crisis communication services under insured event 9 when **You** use this helpline.

COUNSELLING ASSISTANCE 0333 000 2082

For an **Employee** (including family members permanently living with them) needing confidential help and advice, **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your Employee** upset or anxiety from personal problems to bereavement.

LEGAL SERVICES WEBSITE

With **Your Policy** **You** get free access to **Our** legal services website, which allows **You** to create many online documents and guides which can help **Your** business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

About Your Policy

This is **Your** Hotels, B&B's and Guesthouses Insurance **Policy** which is made up of several documents, which form the Contract between:

You and the **Insurer** shown in **Your Policy Schedule**. These documents are:

- ❖ the **Statement of Facts**.
- ❖ the **Policy Wording**.
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**.
- ❖ specification of Items/**Property Insured**.
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the General terms and Conditions and General exclusions. If there is anything You do not understand, or You need to change please contact the Administrator immediately.

Customer Complaints

We hope that You are extremely happy with Your Hotels, B&B's and Guesthouses insurance Policy but We do recognise that on occasions things can go wrong.

If Your complaint is about the way Your Policy was sold to You please contact Your insurance advisor or intermediary who arranged Your Policy for You. Their address and telephone number are shown on Your Policy Schedule.

Contacting Your Insurer

If You have a complaint about cover provided under Sections 1 to 3 by Your Insurer or a claim please contact Your Insurer directly. Their contact details can also be found on Your Policy Schedule.

If You are not happy with the service provided under Section 4 (Commercial Legal Expenses) please contact ARAG'S Customer Relations Department;

- By Telephone: 0117 917 1561
- By e-mail: customerrelations@arag.co.uk
- In writing to: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Details of ARAG'S internal complaint-handling procedures are available on request.

Once Your Insurer has received Your complaint they will:

- ❖ send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint
- and
- ❖ respond in full to Your complaint within 8 weeks. If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly. They will also let You know when they will contact You again.

If You are Still Dissatisfied

If You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service (FOS);

- By Telephone 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
- In writing to Financial Ombudsman Service
Exchange Tower
London
E14 SR
- By e-mail complaint.info@financial-ombudsman.org.uk
- Website www.financial-ombudsman.org.uk

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS is available to any 'eligible complainant' including any consumer, micro-enterprise, small business, guarantor, charity or trust, details of which can be confirmed on its website.

You can refer Your complaint to the FOS if You are dissatisfied with any final response or if You have not received a final response within eight weeks from the time You first raised the complaint. The FOS offer a free and independent service for resolving disputes about most financial matters and You have six months from the date of the final response letter to contact them. However, the FOS will only consider Your complaint once You have tried to resolve it with Your Insurer or insurance broker.

If You were sold this product online or by other electronic means and within the European Union (EU) You may refer Your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of Your complaint the ODR will escalate Your complaint to Your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

Broker Express are dedicated to resolving Your complaint so if You have a complaint about Broker Express or wish to discuss a complaint You have with the Administrator, please contact the Broker Express customer services team:

- Telephone: 0333 234 1741
- By e-mail: complaints@brokerexpress.co.uk

- In writing to: Customer Service Manager, Broker Express, 20 St Dunstan's Hill, London, EC3R 8HL

Use of Language

Unless otherwise agreed the contractual terms and **Conditions** and other information relating to this contract will be in English.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. You can check their website at www.fca.org.uk which includes a register of all the firms they regulate or You can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd is covered by the Financial Services Compensation Scheme (FSCS) This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS;

- Telephone 0800 678 1100 or 020 7741 4100
- By e-mail enquiries@fscs.org.uk
- In writing to Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU
- Website www.fscs.org.uk

If You telephone FSCS then please have any relevant correspondence to hand.

Telephone Call Recording

CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES

Cancellation

If, having examined Your **Policy** documentation, You decide not to proceed, You may cancel, this **Policy** within the first 14 days. The 14-day **Period** starts on the day You receive the **Policy** documentation, or the day You enter into this contract of insurance whichever is the later. When We have received notice of Your decision not to proceed, any premiums You have paid will be returned, unless You have made a claim. If You have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to You.

You may cancel the **Policy** after the first 14 days and the **Policy** can be cancelled by Us. Please see the full cancellation condition in the general **Conditions** for details.

How we use your Data

For purposes of the **Data Protection Regulations**, We and Our agents notified to You are the **Data Controllers** in relation to any **Personal Data** that You may supply in connection with Your **Policy**.

For further details on how Your **Personal Data** is used by Us and how We process Your **Personal Data** as well as Your available rights, please refer to Your **Schedule** that includes references to Our **Privacy Policy**.

Your **Schedule** summarises the basis for which We and any third party acting on Our behalf **Process Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. We will rely on lawful grounds to justify such **Processing** and where Your information includes **Sensitive Personal Data** We will ensure that We have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Wour** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate business need that does not cause you harm;
- there is a legal or regulatory obligation on **Us** to **Process Your Personal Data**;
- where **We** need to **Process your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

We will not use **Your** information or transfer this to any third party for the purposes of marketing further products or services unless **You** have consented to this.

Should **You** wish to exercise any rights referred to below or contact **Us**, please write to:

The Data Protection Officer
20 St. Dunstan's Hill
London
EC3R 8HL

DPO@egmgu.co.uk

If you believe that we are holding inaccurate or out of date information about you, please advise us as soon as possible so as we can correct our records.

Information and changes **We** need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out make changes to, or renew **Your Policy**

Please tell **Your** insurance advisor to immediately let **Us** know if there are any changes to the information set out in the **Statement of Facts** or on **Your Schedule**. **You** must also tell **Your** insurance advisor to let **Us** know immediately about the following changes:

- ❖ any change or addition to the **Contents** of the **Property** to be **Insured** that results in the need to increase the amounts **Insured** or the limits that are shown on **Your Policy Schedule**
- ❖ any change of address
- ❖ if the Business ceases to trade

If the information provided by **You** is not complete and accurate:

- ❖ **We** may cancel **Your Policy** and refuse to pay any claim, or
- ❖ **We** may not pay any claim in full, or
- ❖ **We** may revise the premium and or change any **Excess**, or
- ❖ the extent of the cover may be affected

This is a legal document and should be kept in a safe place

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the **Policy** eg **Business** except for headings and titles.

Each Section of the **Policy** may contain additional Definitions which apply to that particular Section and they must be read in conjunction with the following **Policy** Definitions.

Art and Antiques

Individual items collections and sets that are situate in your **Premises** and that have artistic or historical value are rare or unique all belonging to **You** for which **You** are legally responsible including:

- a) antique and designer furniture;
- b) paintings, drawings, etchings, maps, prints, photographs books and manuscripts;
- c) tapestries and rugs;
- d) clocks and barometers;
- e) curios objets d'art;
- f) statues and sculptures;
- g) stamps coins medals and other collectable property;
- h) china glassware and porcelain.

Up to a limit of £10,000 in respect of **Art and Antiques** any one **Period** of insurance and £1,000 in respect of any one item **Art and Antiques** does not include **Valuables**.

Business

Activities directly connected with the **Business** shown in the **Schedule** conducted solely within Great Britain Northern Ireland the Isle of Man or the Channel Islands and no other for the purposes of this **Policy** including:

- a) the ownership maintenance repair of the **Premises**;
- b) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
- c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials;
- d) participation in trade shows or exhibitions.

Contents

Household goods **Personal Belongings Trade Fixtures and Fittings** and **All Other Contents** excluding **Computer Equipment** belonging to **You** any family member or any resident **Employees** permanently residing at the **Premises** which **You** own or for which **You** are legally responsible including:

- a) television satellite and radio receiving aerials and dishes their fittings and masts fixed to **Your Premises**;
- b) fixtures and fittings and interior decorations for which **You** are legally responsible as occupier and not as owner and are situated at the address shown in the **Schedule**;
- c) all equipment **You** own or for which **You** are legally responsible and use in connection with a registered disability including any fixtures and fittings installed and not covered by **Your Buildings Policy** Up to a limit of £1,000 in respect of any one item in respect of **Personal Belongings**.

Contents does not include:

- a) **Art and Antiques**;
- b) **Valuables**
- c) motorised vehicles and watercraft other than:
 - motorised domestic gardening equipment;
 - vehicles designed to assist disabled persons which are not registered for road use;
 - rowing boats dinghies surfboards sailboards windsurfers and jet skis.

- d) **Money Credit Cards** lottery and raffle tickets;
- e) electronic data;
- f) animals plants and trees.

Credit Cards

Credit debit charge bank **Building** society or cash point cards.

Damage

Material loss destruction or **Damage**.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of Data including but not limited to operating systems records programs software or firmware code or series of instructions.

Data Protection Regulations

(i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Sensitive Personal Data" shall have their respective meanings under the **Data Protection Regulations**.

Denial of Service Attack

Any actions or instructions with the ability to **Damage** interfere with or otherwise affect the availability of **Computers Equipment** or Data including but not limited to the generation of excess traffic into network addresses the exploitation of **System** weaknesses and the generation of excess or non-genuine traffic within between or amongst networks.

Employee

Other than Section 4 - Commercial Legal Expenses

Any person while working for **You** in connection with the **Business** who is:

- a) under a contract of service or apprenticeship with **You**;

Any of the following who is working under **Your** control or supervision:

- b) a person who is hired to or borrowed by **You**;
- c) a person engaged in connection with a work experience or training scheme;
- d) a self-employed person working on a labour only basis;
- e) a volunteer helper.

Endorsement(s)

Endorsements are attachments to the **Schedule** that alter the **Policy** in some way.

Excess

The first amount of each and every claim for which **You** are responsible as shown in the **Policy** the **Schedule** or any **Endorsement**.

Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **System** whether **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**.

Ground Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves Data

whether **Your Property** or not.

Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim.

Injury

Bodily **Injury** death illness disease.

Insured Insured's You Your

The person(s) or company named in the **Schedule**.

Insurer Our Us We

The Insurance Company named in the **Schedule** on whose behalf this insurance document is issued.

Landslip

Downward movement of sloping ground.

Money

Negotiable Money and **Non-Negotiable Money**.

Negotiable Money

Current cash bank and currency notes uncrossed cheques giro-cheques postal orders **Money** orders or bankers drafts unused current postage stamps unaffixed national insurance stamps national savings and holiday with pay stamps trading stamps luncheon vouchers mobile phone talk vouchers gift tokens consumer redemption vouchers travel tickets validated tickets for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Non-Negotiable Money

Crossed cheques giro-cheques postal orders **Money** orders banker's drafts giro drafts or warrants unexpired units in franking machines stamped national insurance cards national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices all belonging to **You** or for which **You** are responsible.

Period of Insurance

The **Period** beginning with the Effective Date shown in the **Schedule** and ending with the Expiry Date and any other **Period** for which **We** have accepted **Your** premium.

Policy

The Bed & Breakfast, Guest House and Small Hotel **Policy** and **Schedule** and Certificate of Employers' Liability Insurance and any **Endorsements** attached or issued with it.

Policy Wording

The **Policy Wording** is a standard contract form which details in various sections the cover selected, exclusions to the cover, **Conditions You** must comply with in addition to other formal information such as what **You** need to do if **You** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **Schedule** will show which sections are operative and which are not.

Personal Belongings

The following property solely used for domestic purposes all belonging to **You** or for which **You** are legally responsible:

- a) clothing including clothing used for motor cycling;
- b) furs, spectacles and hearing aids;
- c) baggage and other items normally carried about the person;
- d) photographic and mobile communication equipment;
- e) portable electronic equipment;
- f) sports equipment, musical instruments and pedal cycles.

Premises

The **Buildings** and land described in the title deeds of **Your** property at the address specified in the **Schedule** including any garages outbuildings and greenhouses used solely for **Your** purposes.

Property

Material **Property** belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Proposal

The **Statement of Fact** and any additional information supplied to **Us** by **You** or on **Your** behalf.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction.

Statement of Facts

This is a record of the statements that **You** made when applying for this insurance – in the case of the **Statement of Facts** it is a record of information **You** or **Your** insurance advisor have entered into **Our** computer systems or have advised in the course of a telephone conversation or other media.

Us have used the information **You** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. It is extremely important that **You** check this document most carefully to ensure that **You** have taken all reasonable care to honestly provide this information and that to the best of **Your** knowledge and belief, it is accurate.

If **You** don't, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance adviser.

Should any of the information **You** have provided and which is recorded on the **Statement of Facts** change during the **Period of Insurance**, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

System

Computers other computing equipment and electronic equipment linked to computer hardware electronic Data processing equipment microchips and anything that relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

The Schedule

The **Schedule** details which sections of the **Policy** are operative, and the major sums **Insured** and limits that apply to each of those sections. The **Schedule** also details the location(s) that are being **Insured** by the **Policy** and the main excesses that apply to a claim.

Finally, the **Schedule** will show if there are any additional **Endorsements** applying.

Valuables

Jewellery precious stones watches furs and guns all belonging to **You** or for which **You** are legally responsible.

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 The Definition of **Virus or Similar Mechanism** includes but is not limited to Trojan horses worms and logic bombs.

Section 1 – Property

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

All Other Contents

- a) computer systems records but only for the value of the materials together with the cost of labour and computer time expended in reproducing them for an amount not exceeding £10,000.

We will not pay for any expenses in connection with the production of information to be recorded and not for the value to **You** of any information contained therein.

- b) **Customers Personal Effects** up to a limit of £1,000 any one person and £50,000 any one loss.
- c) documents manuscripts and **Business** books.
- d) patterns models moulds plans and designs.
- e) trade samples and goods in trust held at the **Premises** up to a limit of £500 any one occurrence.
- f) wines spirits cigarettes and tobacco held for **Your** own private entertainment purposes up to a limit of £500 any one occurrence but excluding any **Property** more specifically **Insured**.

Buildings

The **Buildings** of the **Premises** including outbuildings and greenhouses attached to or detached from the main **Building** landlord's fixtures and fittings walls gates fences yards car parks roads pavements footpaths swimming pools tennis courts and childrens play areas and associated underground pipes and cables which **You** occupy for the purposes of the **Business** being built of brick stone or concrete and roofed with slates tiles concrete metal asphalt or sheets or slabs composed entirely of incombustible mineral ingredients unless otherwise agreed by **Us**.

The **Buildings** also include **Tenants Improvements** on ceilings walls and the like for which **You** are responsible as tenant of the **Premises**.

Business Hours

The **Period** during which the **Premises** are actually occupied for the purposes of the **Business**.

Computer Equipment

Computers software and ancillary equipment belonging to **You** or for which **You** are responsible.

Customers Personal Effects

Clothing personal effects and pedal cycles belonging to **Your** customers for which **You** are responsible.

Employees Personal Effects

Clothing personal effects and pedal cycles belonging to **Your Employees** or which **You** are responsible subject to a maximum amount in respect of any one item of £1,000.

Empty or Disused

Buildings or any part thereof that have become unoccupied untenanted or which have not been actively used for a **Period** of more than 30 consecutive days.

Glass

All fixed **Glass** or polycarbonate substitute and solar **Glass** heating panels including shelves showcases and mirrors and fixed items of sanitary ware.

Index Linking

Whenever a sum insured is declared to be subject to **Index Linking** it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted sum insured as shown in the **Schedule**.

Stock

Stock and materials in trade belonging to **You** or held in trust or on commission for which **You** are responsible including customers goods.

Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature.

Trade Fixtures and Fittings

Trade Fixtures and Fittings plant machinery office equipment telephone installations hanging, or fixed signs cash registers scales and meters used solely in connection with **Your Business** belonging to **You** or for which **You** are responsible.

Conditions

Also refer to the **Policy** General **Conditions** at the back of this **Policy**.

The following additional **Conditions** apply to this Section.

These **Conditions** of cover apply only to this **Policy** extension.

You must comply with these **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Designation

For the purpose of determining where necessary the heading under which any **Property** is **Insured We** agree to accept the designation under which such **Property** has been entered in **Your** books.

Deep Fat Frying Equipment

It is a condition precedent to **Our** liability that:

- a) deep fat frying ranges and frying equipment are fitted with:
 - i. operating thermostats set to prevent the temperature of the cooking oils or fats rising above 205 degrees centigrade or the manufacturer's maximum recommended temperature if less than 205 degrees centigrade;
 - ii. a separate high temperature limit control of a non-self-resetting type to shut off the heat source should the temperature of the cooking oils or fats reach 230 degrees centigrade in the event of failure of the operating thermostats;and
 - iii. where Gas is used as the fuel source such equipment is to be additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure.
 - iv. connection of the deep fat frying equipment to the power or gas supply is to be carried out either by the supplier manufacturer or by a registered person operating under the Capita Gas Safety Register scheme (or are C.O.R.G.I. registered in respect of Northern Ireland or the Channel Islands) or NICEIC or SELECT (Scotland only) registered contractor for electrical power supplies.
 - v. where Gas is used as the fuel source such equipment is to be additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure.
- b) deep fat frying ranges including associated extraction equipment, ductwork and all ancillary components of the flue or ducting is securely fixed and free from contact with combustible surfaces and materials;
- c) the exhaust ducting is to be constructed of and supported by galvanized or stainless steel having watertight seams and joints
- d) extraction hoods canopies filters and grease traps are cleaned at frequent intervals in accordance with manufacturer's recommendations but not less than once a month Disposable filters are to be renewed at least once a fortnight;

The entire length of all extraction ducting including extraction motors and fans are serviced and deep cleaned at least once every 12 months by the installers or a specialist contractor in accordance with the manufacturers' instructions.

The deep fat frying equipment is to be inspected and serviced by the installers or a specialist contractor in accordance with the manufacturing instructions at least once every 12 months.

The following is to be included as part of the process:

- i. testing of all temperatures, controls and thermostatic cut-out's;
- ii. checking of ducts burners fuel and power connections and controls;
- iii. cleaning of internal surfaces of the extraction ductwork and fans;

Where fitted, automatic fire suppression equipment is to be maintained annually under contract by the equipment manufacturer or their appointed approved contractors.

All servicing and cleaning records are to be kept in a safe place and available for inspection if required.

- e) cracklings cooking residue cleaning waste and wipes are to be placed in closed metal containers and:
 - i. removed from the **Buildings** at the **Premises** at the end of each working day; and
 - ii. removed entirely from the **Premises** at least once per week.
- f) the following safety precautions are in place and operational
 - a. a fire blanket is situated in the cooking area in a position where it can be safely reached in the event of fire
 - b. a 6 litre Class F wet chemical fire extinguisher is situated where it is easily accessible in the vicinity of any deep fat frying equipment and is maintained under an annual service contract with a BAFE registered contractor

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Fire Extinguishing Appliances

It is a Condition precedent to **Our** liability that **You** ensure that any fire extinguishing appliances kept at **Your Premises** are regularly maintained. If **You** do not comply with this condition **We** will not pay **Your** claim.

Fire Extinguishment Kitchens/Cooking Areas

It is a condition precedent to **Our** liability that in kitchens and other areas used for cooking a Fire Blanket and a 9 litre foam or 2 kilogram carbon dioxide or 4.5 kilogram dry powder fire extinguisher be available for immediate use and the extinguisher be regularly maintained under contract.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Kitchens

It is a condition precedent to **Our** liability that:

- a) hoods the entire length of any ducting including extraction motors and fans and plenums are cleaned at least once every 12 months by an independent cleaning service contractor or a suitably Competent Person or more frequently where recommended by the appointed contractor;
- b) filters sumps drip trays and grease traps are cleaned at least once every 7 days;
- c) a record of all servicing tests and cleaning is made and retained by **You**;

For the purposes of this Condition a Competent Person is defined as a person who has sufficient technical and practical knowledge of the type of cooking equipment at the **Premises** to be able to clean and service such equipment properly and detect any defects and determine appropriate remedial action.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Unoccupancy

It is a condition precedent to **Our** liability that when the **Premises** or any part thereof become **Empty or Disused**:

- a) **You** notify **Us** in writing immediately and pay any extra premium paid required;
- b) all main services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating systems drained;
- c) the **Premises** are to be adequately secured against unauthorised entry;
- d) at least weekly internal and external inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf;
- e) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**;
- f) if **You** do not comply with this condition, **We** will not pay **Your** claim.

Waste

It is a condition precedent to **Our** liability that:

- a) all greasy or oily cloths are placed in metal receptacles with metal lids and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week;
- b) all other trade waste is placed in metal receptacles with metal lids at the end of each working day and removed from the **Premises** at intervals not exceeding one week.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance.

Exclusions

Also refer to the **Policy** General Exclusions at the back of this **Policy**.

The following additional Exclusions apply to this Section.

We will not be liable for any claim in respect of.

Electrical Plant

Damage to any electrical plant or electrical appliance ie dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property Insured** hereby such **Damage** is not excluded by the **Policy**.

Heat Processes

Damage to **Property** due to its undergoing any process necessarily involving the application of heat.

Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons;
- b) **Terrorism** as defined in the **Schedule** forming part of this **Policy**.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** or resulting loss or expense or **Indirect Loss** is covered will be upon **You**.

Pollution or Contamination

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property Insured** caused by

- a) **Pollution or Contamination** which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
- b) any of the contingencies in (a) above which itself results from pollution or contamination

Pressure Waves

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

Condition

This Condition is only operative if the number set against it appears in the appropriate place in the **Schedule**

IP001 ALARM Intruder Alarm Condition

The following Definitions apply to this Condition and will keep the same meaning wherever they appear in this Condition

Alarmed Premises

The **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**

Intruder Alarm System

The component parts including the means of communication used to transmit signals to the alarm receiving centre

Keyholder

You or any person or keyholding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** attend and allow access to the **Premises**

Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises**

It is a condition precedent to **Our** liability for **Damage** following entry or attempted entry to or exit from the **Premises** by forcible and violent means

that

- a) the **Premises** are protected by an **Intruder Alarm System** installed as agreed by **Us**
- b) the **Intruder Alarm System** will be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with **Us**
- c) no alteration to or substitution of:
 - i. any part of the Intruder Alarm System
 - ii. the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
 - iii. the maintenance contract
 be made without **Our** written consent
- d) the **Alarmed Premises** will not be left without at least one **Responsible Person** therein without **Our** agreement
 - i. unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals in full operation
 - ii. if the Police have withdrawn their response to alarm calls
- e) all keys to the **Intruder Alarm System** are removed from the **Premises** when they are left unattended
- f) **You** maintain secrecy of codes for the operation of the **Intruder Alarm System** and no details of same are left on the
- g) **Premises**
- h) **You** will appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company
- i) in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any **Period** that the **Intruder Alarm System** is set a **Keyholder** will attend the **Premises** as soon as reasonably possible
- j) in the event **You** receive any notification
 - i. that Police attendance in response to alarm signals/call from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - ii. from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - iii. that the **Intruder Alarm System** cannot be returned to or maintained in full working order

You will advise **Us** as soon as possible and in any event not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by **Us**

If **You** do not comply with this condition, **We** will not pay **Your** claim

Sub-Section A – Material Damage

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered
We will indemnify You against Damage to the Property at the Premises described in each item on the Schedule caused by the following Insured Perils up to the sum insured for each item shown in the Schedule .	Any Property more specifically Insured by You or on Your behalf. The amount of the Excess stated in the Schedule . Damage to Glass other than in respect of Insured Peril 1 .
Inured Perils	
1. Fire Lightning Explosion or Earthquake.	
2. Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish.	Damage caused by lopping pruning or felling of trees by You .
3. Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons.	Damage: <ul style="list-style-type: none"> a) arising from the cessation of work;

- b) in respect of any **Building** or part of a **Building** which is **Empty or Disused**;
- c) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation.

4. Storm or Flood.

Damage:

- a) resulting from frost **Subsidence Gound Heave** or **Landslip**;
- b) to fences and/or gates;
- c) in respect of any **Building** or part of a **Building** which is **Empty or Disused**.

5. Escape of water from any tank apparatus or pipe including **Damage** to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting.

Damage:

- a) in respect of any **Building** or part of a **Building** which is **Empty or Disused**;
- b) caused by wet or dry rot rust corrosion or other wear and tear;
- c) caused by mould or toxic mould;
- d) by leakage of automatic sprinkler installations.

6. Leakage of fuel from any fixed heating installation and beverages from storage containers pipes or apparatus.

Damage:

- a) to **Property Insured** in any **Building** which is **Empty or Disused**;
- b) to **Stock** in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level;
- c) to the fuel or beer or other beverage;
- d) due to the leakage of beverages from bottled **Stock**.

7. Theft or any attempt thereat.

Damage in respect of any **Building** or part of a **Building** which is **Empty or Disused**.

8. Any other accidental **Damage**.
 (only operative if shown as Insured on the Schedule)

Damage caused by or resulting from:

- a) wear and tear erosion the action of light or atmosphere moths vermin or insects;
- b) any process of cleaning dyeing restoring adjusting or repairing;
- c) frost corrosion dampness dryness contamination wet or dry rot marring scratching mildew mould or toxic mould;
- d) wind hail sleet snow flood or dust to boundary walls gates or fences;
- e) **Subsidence** or **Ground Heave** of any part of the site on which the **Property** stands or **Landslip**;
- f) the normal **Settlement** or bedding down of new structures;
- g) any **Buildings Insured** by this Section own collapse or cracking;
- h) normal maintenance redecoration or repair.

Damage:

- a) by any of the **Insured Perils** 1-7;

- b) specifically excluded by any of the **Insured Perils**;

Damage caused by or consisting of:

- a) inherent vice latent defect gradual deterioration frosts its own faulty or defective design or materials;
- b) faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**.

but this will not exclude subsequent **Damage** which results from a cause not otherwise excluded.

9. **Subsidence** or **Ground Heave** of any part of the site on which the **Premises** stand or **Landslip**.

(only operative if shown as **Insured on the Schedule**)

In so far as this insurance relates to **Damage** caused by **Subsidence** **Ground Heave** or **Landslip**:

- a) **You** will notify **Us** immediately **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **We** will then have the right to vary the terms or cancel the cover.

Damage to yards car parks roads terraces patios pavements or other paved areas swimming pools hard tennis courts walls gates fences cesspits septic tanks fixed fuel oil tanks and diesel tanks piping ducting cables wires and associated control gears and accessories unless unless also affecting the structure of the **Building** or outbuildings at the risk address stated in the **Schedule** **Damage** to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the **Buildings** are **Damaged** at the same time and from the same cause.

Damage caused by or consisting of:

- a) the normal **Settlement** or bedding down of new structures;
- b) the **Settlement** or movement of made up ground;
- c) coastal or river erosion;
- d) defective design or workmanship or the use of defective materials;
- e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe.

Damage resulting from:

- a) demolition construction structural alteration or repair of any **Property**; or
- b) groundworks or excavation at the **Premises**.

Damage which originated prior to the inception of this cover the amount of the **Excess** stated in the **Schedule**.

10. Accidental discharge or leakage of water from an Automatic sprinkler installation.

(only operative if shown as **Insured on the Schedule**)

Special Condition applicable to this **Insured Peril**.

You shall so far as **Your** responsibility extends maintain the sprinkler installation including any automatic alarm signalling equipment in efficient condition.

Damage:

- a) happening whilst the **Premises** are **Empty or Disused**;
- b) caused by heat which is itself caused by fire;
- c) caused by explosion earthquake or subterranean fire.

Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p>A Architects Surveyors Legal and Consulting Engineers Fees</p> <p>The reasonable fees necessarily incurred following Damage Insured by this Section to reinstate or repair the Premises.</p>	<p>Any fees incurred for preparing any claim.</p>

B Attractive Commodities

Other than where more specifically **Insured** by an item of this Section the **Stock** item extends to include an amount of cigarettes tobacco cigars wines and spirits.

Any amount exceeding £250.

C Capital Additions

- a) any newly built and/or newly acquired **Buildings** (including **Buildings** in the course of erection) **Tenants Improvements Trade Contents** and **Computers and Electronic Business Equipment**.
- b) alterations additions and improvements to **Buildings** (including **Buildings** in the course of erection) **Tenants Improvements Trade Contents** and **Computers and Electronic Business Equipment** but not for any appreciation in value.

Damage:

- a) to any **Property** for which any contractor is responsible;
- b) to any **Property** otherwise **Insured**.

Any amount in **Excess** of £250,000 or 10% of the sum insured on **Buildings** (including **Buildings** in the course of erection) **Tenants Improvements Trade Contents** and **Computers and Electronic Business Equipment** whichever is the lesser.

anywhere in the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Provided that:

- a) **You** provide the full particulars of such extension of cover as soon as practicable;
- b) **You** pay any additional premium required.

D Clearance of Drains

The reasonable costs incurred by **You** to clear drains gutters and sewers owned by **You** or for which **You** are responsible as a result of **Damage** occurring to the **Premises**.

Any amount in **Excess** of £1,000 in respect of any one claim.

E Contracting Purchasers Interest

We agree without prejudice to **Our** or **Your** rights and liabilities that if at the time of **Damage** **You** have contracted to sell **Your** interest in any **Building Insured** by this Section and the purchase has not been but will afterwards be completed the purchaser on completion of the purchase will be entitled to benefit under this Section until completion except in so far as such **Building** is more specifically **Insured** by or on behalf of the purchaser.

F Damage to Cables and Underground Services

The cost of repair following accidental **Damage** to cables and underground service pipes and drains (and their inspection covers) for which **You** are responsible at the **Premises** or connecting them to the public mains.

The costs of maintenance.

Damage caused by:

- a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic **Conditions** or other wear and tear;
- b) normal **Settlement** or shrinkage;
- c) faulty workmanship defective design or the use of defective materials.

G Damage by Emergency Services

The additional costs of restoring any **Damage** caused to gardens by the Emergency Services in attending the **Premises** as a result of the operation of any **Insured Peril Insured** under this Section.

Any amount in **Excess** of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

H Damage to Signs

Damage to signs whilst fixed on the exterior of or outside and in the vicinity of the **Premises**

Damage to Neon signs.

Any loss occurring whilst the **Building** is **Empty or Disused**.

Any amount in **Excess** of £1,000 in any one **Period of Insurance**.

I Damage to Vending Gaming and Amusement Machines

Any amount in **Excess** of £500 any one machine

Any amount in **Excess** of £5,000 any one **Period of Insurance**

J European Community and Public Authorities (including undamaged Property and sprinklers)

- a) the additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:
 - i. European Community Legislation;
 - ii. **Buildings** or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws/
- b) where **We** require **You** to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which:
 - i. conformed to previous LPC Rules;
 - ii. conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

Any **Damage** occurring prior to the granting of this Extension.

Any amount in **Excess** of the sum insured on **Property** that has suffered **Damage**.

In respect of undamaged portions and water supply equipment any amount in **Excess** of 15% of the amount **We** would have been liable to pay had the **Property** been wholly destroyed.

Any costs incurred:

- a) in respect of **Damage** not **Insured** by this Section;
- b) associated with an existing requirement which has to be implemented within a given **Period**;
- c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws;
- d) where notice was served upon **You** before the **Damage** occurred.

The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this Extension not being increased.

Special Condition applicable to this Extension.

If **Our** liability under this Section apart from this Extension is reduced by the application of any terms and/or **Conditions** of the **Policy** then **Our** liability will be reduced in proportion.

K Energy Performance and Sustainable Buildings Extension

This insurance extends to include the reasonable additional cost of reinstatement incurred with **Our** consent to make the following improvements during the reinstatement repair or replacement of the **Premises** following **Damage**:

Any amount in **Excess** of £50,000 any one **Period of Insurance**.

- a) ecological, environmental and sustainable improvements of the type being incorporated in new **Buildings** of similar use and value within the same **Vicinity** including improvements made in accordance with the BRE Environmental Assessment Method (BREEAM) for the construction of **Buildings**;
- b) improvements to comply with recommendations made under the current Energy Performance Certificate (or local equivalent) for the **Premises**.

L Exceptional Measures

The additional costs incurred by **You** with **Our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this Section provided that:

Any amount in **Excess** of £5,000 any one loss.

Any amount in **Excess** of £25,000 any one **Period of Insurance**.

- a) the potential claim could not have been reasonably foreseen;
- b) the terms and **Conditions** of this Section will apply as if **Damage** had occurred.

M Fire Extinguishment Expenses

The reasonable costs incurred by **You** in:

- a) refilling fire extinguishing appliances;
- b) recharging gas flooding systems;
- c) replacing used sprinkler heads;
- d) refilling sprinkler tanks where water costs are metered;
- e) resetting fire and intruder alarms.

all in consequence of **Damage Insured** by this Section.

N Freezer Contents

Damage to frozen or chilled **Stock** in any freezer cabinet deep freezer cold room cold store or chilled cabinet due to change in temperature resulting from:

- a) breakdown of the frozen food cabinet freezer cabinet cold store or cold room;
- b) failure of the public electricity supply;
- c) accidental leakage of refrigerant.

Provided that any machine in **Excess** of 10 years old is subject to a maintenance agreement including annual inspection by a competent person.

Damage

- a) resulting from the deliberate act of any public supply authority to withhold or restrict supply;
- b) any amount in **Excess** of £2,500 any one machine.

O Ground Rent

The additional payment for up to 2 years ground rent if the **Premises** are rendered temporarily uninhabitable as a result of **Damage Insured** by this Section but only for the **Period** necessary for reinstatement.

Any amount exceeding 20% of the sum insured on **Buildings**.

P Loss of Metered Water Heating Oil or Gas

The additional metered water heating oil or gas charges incurred by **You** following the loss of metered water or oil contained in a fixed installation or gas at the **Premises** following **Insured Damage**.

The first £250 of any loss.

Any amount in **Excess** of £5,000 any one loss and £25,000 any one **Period of Insurance**.

Any loss which has not been discovered and remedial action taken within 60 days of the occurrence.

Any loss occurring whilst the **Building** is **Empty or Disused**.

Q Outside Catering Equipment

Damage by an **Insured** Peril to the **Property Insured** whilst in any **Building** where **You** are providing outside catering.

Damage by Theft not involving forcible and violent entry to or exit from the **Building**.

Any amount exceeding £2,000.

R Property in the Open

Damage by an **Insured** Peril to **Property** other than **Stock** in the open within the boundaries of the **Premises**.

Any amount exceeding £2,000.

S Removal of Debris

The reasonable costs and expenses necessarily incurred with **Our** consent in:

Any costs or expenses:

- a) removing debris from the **Premises** and the area immediately adjacent;

- a) arising from **Pollution or Contamination of Property** not **Insured** by this Section;

- b) more specifically **Insured**.

- b) dismantling and / or demolishing shoring up or propping of the portion or portions of the **Property Insured**.

as a result of **Damage Insured** by this Section.

T Replacement Locks

The costs of changing the safe strongroom and external door locks at the **Premises** in the event that the keys are:

- a) stolen by forcible and violent entry to or exit from the **Premises** or the home of an authorised **Employee**;
- b) stolen by violence or threat of violence to **You** or **Your** family or **Employees**.

Provided that unless **You** or **Your Employee** live on the **Premises** the keys to any safe or strongroom must not be left at the **Premises** when closed for **Business**.

Any amount in **Excess** of £2,500 any one loss and £25,000 any one **Period of Insurance**.

The first £50 of any loss.

U Permanent Residents Household Contents and Personal Effects

This Extension is only operative if shown as Insured on the Schedule

Definitions

applicable to this Extension

Household Contents

Household goods **Arts and Antiques** collections audio and visual equipment belonging to **You** any family member or any resident **Employees** permanently residing at the **Premises** excluding any article collection or set with a value in **Excess** of £1,500 unless specifically mentioned in the **Schedule**.

Personal Effects

Personal Effects comprising clothing luggage sports equipment gold and silver articles watches jewellery cups trophies furs and pedal cycles belonging to **You** any family member or any resident **Employees** permanently residing at the **Premises** excluding any article collection or set with a value in **Excess** of £1,500 unless specifically mentioned in the **Schedule**.

- a) **Damage to Household Contents and Personal Effects** at the **Premises**;
- b) **Damage to Personal Effects**:
 - i. anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
 - ii. occurring elsewhere in the world for a maximum of 63 days during any one **Period of Insurance**.

- a) the amount of the **Excess** stated in the **Schedule**

- b) **Damage to**:
 - a) hearing aids contact or corneal lenses **Money** documents securities motor vehicles caravans camping equipment watercraft aircraft or animals;
 - b) **Property** used for any professional or **Business** purposes;
 - c) **Property** left in an unattended motor vehicle unless all doors windows and boot or hatchback are closed and securely locked;
 - d) sports equipment while in use;
 - e) pedal cycles by Theft if left unattended anywhere other than at the **Premises** unless immobilised by a security device;
 - f) pedal cycles when used for practising or for racing pacemaking or time trials;

- g) **Household Contents** in any portion of the **Premises** which is **Empty or Disused**.
- c) **Damage** by chewing scratching tearing or fouling by domestic pets.

Special Condition Applicable to this Extension

Pairs and Sets

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item **We** will only indemnify **You** for individual **Damaged** items and not undamaged companion pieces.

V Seasonal Increase

The **Sums Insured** in respect of **Stock** are increased by:

- a) 50% during the months of July and August;
- b) 25% during the months of November and December;
- c) 25% for the calendar month prior to Easter Day each year.

W Temporary Removal

Property Insured, other than **Stock**, whilst temporarily removed from or whilst in transit to or from the **Premises** for cleaning renovation repair or similar purposes provided that all goods remain within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Damage:

- a) due to Theft Storm or Flood unless kept in a locked **Building**;
- b) to **Property** more specifically **Insured**;
- c) to any motor vehicles and motor chassis licensed for road use.

Any amount exceeding 20% of the sum insured for the item stated in the **Schedule**.

X Theft Damage to Buildings

If the **Buildings** are not **Insured** by this Section the reasonable costs incurred in repairing **Damage** caused by Theft as described in **Insured** Peril 7 to the **Buildings** provided that:

- a) **You** are responsible for these repairs;
- b) the **Damage** is not **Insured** by any other **Policy**.

Any amount in **Excess** of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

Y Trace and Access

The reasonable costs incurred by **You**:

- a) in locating the actual source of **Damage**; and
- b) any repairs directly arising from (a).

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation provided such **Damage** is **Insured** by this Sub- Section.

Any amount in **Excess** of £10,000 in any one **Period of Insurance**.

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** section.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Automatic Reinstatement of Sum insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Sub-Section **We** will automatically reinstate the sum insured provided that:

- a) **You** undertake to pay the appropriate additional premium and take immediate steps to affect such additions to or variations in protections as **We** may require;
- b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the sum insured.

2. Basis of Claims Settlement other than Stock

Following **Damage** to **Property Insured** under this Sub-Section other than **Stock** by any of the **Insured Perils** the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property Damaged**.

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property Damaged**.

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

Special **Conditions**:

- a) **Our** liability for the repair or restoration of the **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed;
- b) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its sum insured at the commencement of any **Damage** **Our** liability will 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;
- c) no payment beyond the amount which would have been payable in the absence of this clause shall be made:
 - i. unless reinstatement commences and proceeds without unreasonable delay;
 - ii. until the cost of reinstatement shall have been actually incurred;
 - iii. if the **Property Insured** at the time of its **Damage** shall be **Insured** by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- d) all the terms and **Conditions** of the **Policy** shall apply in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby;
- e) where claims are payable as if Special Condition 2 had not been incorporated and the sum insured shown on the **Schedule** at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own **Insurer** for the difference and bear a rateable share of the loss accordingly.

3. Basis of Claims Settlement – Stock

Following **Damage** to **Stock Insured** under this Sub-Section by any of the **Insured Perils** **We** will pay **You** the value of the **Property** at the time of such **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

If the sum insured at the time of the **Damage** is less than the full cost of replacement at the current prices, then **You** will be **Your** own **Insurer** for the difference and bear a rateable share of the loss accordingly.

4. Excess

If more than one **Excess** applies in respect of a claim, then provided the claim arises out of the same single cause **We** will only apply the highest **Excess**.

5. Index Linking

The sum insured by each item of this Section is subject to **Index Linking**.

6. Limit of Liability

The maximum amount payable in respect of any one item is the sum insured stated in the **Schedule** for that item plus **Index Linking**.

Sub-Section B - Business Money

Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

What is Covered	What is not Covered
<p>We will indemnify You against loss by any cause in respect of Money held in connection with the Business up to the sum insured stated for each item of the Schedule whilst:</p> <ul style="list-style-type: none"> a) in transit within Great Britain Northern Ireland the Isle of Man or the Channel Islands; b) in a bank night safe; c) in the Premises during Business Hours; d) in the Premises after Business Hours in a locked safe or strongroom; e) in the Premises after Business Hours not in a locked safe or strongroom; f) in the private portion of Your Premises or at the private dwelling of You or any authorised Employee; g) in a vending gaming or amusement machine in the Premises. <p>For the purpose of this cover Premises shall mean the main Buildings occupied by You at the risk address stated in the Schedule.</p>	<p>The amount of the Excess stated in the Schedule.</p> <p>Money the Property of the Post Office Loss:</p> <ul style="list-style-type: none"> a) due to depreciation shortages errors or omissions; b) arising from theft fraud or dishonesty by any Employee: <ul style="list-style-type: none"> i. unless discovered within 14 working days of the loss; ii. of any amount in Excess of £5,000 any one claim in respect of such loss. c) from any unattended vehicle; d) by forgery or deception or the use of counterfeit Money; e) from any safe or strongroom after Business Hours unless securely locked; f) but for the existence of this Section would have been covered by a Theft by Employee Policy other than for any Excess beyond the amount recoverable.

Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p>Damage to Safes and Carrying Cases</p> <p>The additional costs in the event of Damage to any:</p> <ul style="list-style-type: none"> a) safe or strongroom; b) case bag or waistcoat when used for the carriage of Money provided such Damage is directly associated with any theft or attempted theft therefrom. <p>Personal Money</p> <p>Where Permanent Residents Household Contents and Personal Effects cover is operative this section is extended to include personal Money belonging to You any of your family or any resident Employee permanently residing with You at the Premises against:</p> <ul style="list-style-type: none"> a) accidental loss of personal Money; b) liability under the terms of issue of a credit card for loss following fraudulent use by any unauthorised person. 	<p>The first £50 of any loss.</p> <p>Any loss arising from unauthorised use of a credit card by any member of Your family.</p> <p>Loss due to confiscation or detention.</p> <p>Any loss not reported to the Police or credit card issuing company within 24 hours of the loss becoming apparent.</p> <p>Any loss due to the Conditions of the Credit Card not being complied with.</p> <p>Any amount in Excess of £500 in respect of any one loss and £1,000 in any one Period of Insurance.</p>

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** extension.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Keys and Combinations

All keys or notes of combinations of safes or strongrooms must be in **Your** custody or that of an authorised **Employee** or deposited in a secure place not in the vicinity of any safe or strongroom during **Business Hours** and if **You** or any authorised **Employee** lives on the **Premises** the keys or notes of combinations of safes or strongrooms must be removed to a secure place in the residential part of the **Premises** out of **Business Hours**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

2. Personal Carrying Limit

It is a condition that whenever the amount of **Negotiable Money** in transit exceeds £3,000:

- a) it must be accompanied by not less than two able bodied adults and not more than £3,000 will be carried by any one person;
- b) private transport must be used for all transits where the distance exceeds half a mile.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

3. Records

You must keep a complete record of **Negotiable Money** in a secure place other than in a safe or strongroom containing **Negotiable Money**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Sub-Section C – Personal Accident (Assault)

Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered												
<p>We will in the event of You or any Employee suffering Injury caused solely or directly as a result of robbery or attempted robbery in the course of the Business pay compensation on the basis of the following Table of Compensation:</p> <table border="0"> <tr> <td>a) death</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>b) total loss or permanent and total loss of use of one or more limbs</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>c) total and irrecoverable loss of all sight in one or more eyes</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>d) permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)</td> <td style="text-align: right;">£10,000</td> </tr> <tr> <td>e) total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of</td> <td style="text-align: right;">£100 Payable Monthly</td> </tr> <tr> <td>f) Incurred Medical Expenses</td> <td style="text-align: right;">£500</td> </tr> </table> <p>provided that such Injury is independent of any other cause and results in death or disablement within 2 years of sustaining such Injury.</p>	a) death	£10,000	b) total loss or permanent and total loss of use of one or more limbs	£10,000	c) total and irrecoverable loss of all sight in one or more eyes	£10,000	d) permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)	£10,000	e) total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly	f) Incurred Medical Expenses	£500	<p>Any person who at the time of sustaining Injury is under 16 or over 70 years of age.</p> <p>Any Injury which is in any way:</p> <ul style="list-style-type: none"> a) brought on by or with the collusion of directors or Employees of the Insured; b) brought about by drugs or intoxication; c) brought about or attributed to intentional self-Injury provoked assault or wilful exposure to needless peril (except in an attempt to save human life). <p>Any compensation under more than one of the items (a) to (d) in the table of compensations for the same Injury.</p> <p>Any death or bodily Injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder.</p>
a) death	£10,000												
b) total loss or permanent and total loss of use of one or more limbs	£10,000												
c) total and irrecoverable loss of all sight in one or more eyes	£10,000												
d) permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)	£10,000												
e) total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly												
f) Incurred Medical Expenses	£500												

Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p>Personal Effects</p> <p>Damage to the Personal Effects of You or any Employee as a result of robbery or attempted robbery in the course of the Business.</p>	<p>Any amount in Excess of £500 for any one person.</p>

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** extension.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Medical

In the event of any disablement **You** or any **Employee** must immediately place yourselves under the care of a qualified medical practitioner and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** expense.

You or any **Employee** shall at **Your** expense furnish all certificates and information in such form and of such nature as **We** may reasonably require.

In the event of death, **We** will be entitled to a post-mortem examination at **Our** expense. If **You** do not comply with this condition **We** will not pay **Your** claim.

2. Total Temporary Disablement

When compensation has been paid under benefit (e) and subsequently in respect of the same **Injury** becomes payable under benefits (a) to (d) the compensation already paid shall be deducted from the amount payable under benefits (a) to (d).

Sub-Section D - Glass Breakage

Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section

What is Covered	What is not Covered
<p>In the event of breakage of Glass for which You are responsible at the Premises We will replace or at Our option pay You the costs of replacement.</p> <p>In addition, We will pay for:</p> <ul style="list-style-type: none"> a) the reasonable costs of boarding-up following breakage of Glass; b) the repair of Damage to the frames or framework as result of such breakage of Glass up to a maximum of £2,500 after the deduction of any Excess; c) the cost of removal or replacement of fixtures and fittings in the course of replacement of Glass; d) the cost of replacing lettering or other ornamental work and alarm foil on Glass following breakage up to a maximum of £500 after the deduction of any Excess. 	<p>The amount of the Excess stated in the Schedule.</p> <p>Any Damage:</p> <ul style="list-style-type: none"> a) by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon; b) occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises; c) caused in connection with theft of Property from the Premises unless We have agreed to indemnify You in respect of such theft under this Policy; d) of any item flawed or broken at the commencement of this insurance; e) in any portion of the Building which is Empty or Disused.

Sub-Section E - Goods in Transit

This Cover is only operative if shown as Insured on the Schedule

Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section.

Goods in Transit

Computers and Electronic Business Equipment Stock and **Trade Contents** belonging to **You** or for which **You** are responsible.

Transit

From the time the **Goods in Transit** are lifted by **You** or **Your Employees** until they are placed at their destination (excluding their installation) including loading and unloading and temporary housing.

What is Covered	What is not Covered
<p>We will indemnify You in respect of Damage to the Goods in Transit whilst in Transit by vehicles owned hired or leased by You anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>Provided always that Our maximum liability in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of a single event shall not exceed the amount stated on the Schedule.</p>	<p>The amount of the Excess stated in the Schedule.</p> <p>Theft from any unattended vehicle trailer or semi-trailer unless:</p> <ul style="list-style-type: none"> a) such vehicle trailer or semi-trailer is securely locked at all points of access where locks are fitted all manufacturers security devices have been put into effect and all keys have been removed from the vehicle and; b) between the hours of 9.00pm and 6.00am the vehicle trailer or semi-trailer is garaged within a securely locked Building. <p>Damage due to:</p> <ul style="list-style-type: none"> a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft; b) natural deterioration; c) default in packing or addressing of any parcel or package. <p>Damage due to delay or loss of market.</p> <p>Damage to Glass precious metals bills of exchange promissory notes Money securities for Money precious stones jewellery bullion documents manuscripts Business books plans or designs or death of or Injury to living creatures.</p> <p>Damage arising from spillage leakage fermentation taint contamination deterioration mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire lightning or road accident happening to the vehicle.</p>

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** section.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Automatic Reinstatement of Sum insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Sub-Section **We** will automatically reinstate the sum insured provided that:

- a) **You** undertake to pay the appropriate additional premium and take immediate steps to affect such additions to or variations in protections as **We** may require;
- b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the sum insured.

2. Basis of Claim Settlement

The basis of claims **Settlement** under this Section is:

a) **Stock:**

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

b) **Goods in Transit** other than **Stock:**

Following **Damage** to **Goods in Transit** other than **Stock** the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property Damaged**.

For this purpose "reinstatement" means:

- i. the replacement of **Goods in Transit** lost or destroyed;
- ii. the repair or restoration of **Goods in Transit Damaged**.

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

What is Covered	What is not Covered
-----------------	---------------------

A Removal of Debris

The reasonable costs and expenses necessarily incurred with **Our** consent:

- a) in removing debris;
- b) in site clearance;
- c) for transshipment and recovery charges.

following collision overturning or impact of any vehicle trailer or semi-trailer owned hired or leased by **You** with any object or to reduce the amount of any claim.

Any amount in **Excess** of £2,500.

B Sheets Ropes Chains Toggles and Packing Materials

Damage to sheets ropes chains toggles and packing materials while carried on any vehicle trailer or semi-trailer owned hired or leased by **You**.

Any amount in **Excess** of £2,500.

C Damage to Tools

Damage to Tools in or from any vehicle trailer or semi-trailer owned hired or leased by **You**.

Any amount in **Excess** of £1,500.

Damage caused by theft from any unattended vehicle trailer or semi-trailer.

However, this Exclusion will not apply if:

- a) all doors windows and other points of access have been locked where locks have been fitted;
- b) all the manufacturers security devices have been put into operation;
- c) the keys have been removed from the unattended vehicle;

- d) unattached trailers have anti-hitching devices fitted and they have been put into effect;
- e) from 9pm until collected the next day by **You** or any **Employee** the unattended vehicle is:
 - i. parked within a locked **Building** of substantial construction; or
 - ii. parked within a locked compound surrounded by secure walls or fences.

Sub-Section F – All Risks on Specified Business Equipment

This Cover is only operative if shown as Insured on the Schedule

Definitions

Refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

What is Covered	What is not Covered
<p>We will indemnify You in respect of Damage to the Property used in connection with the Business and specified in the Schedule occurring anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands and for up to 21 consecutive days elsewhere in the world.</p>	<p>The amount of the Excess stated in the Schedule.</p> <p>Damage:</p> <ul style="list-style-type: none"> a) by theft or attempted theft from an unattended motor vehicle unless such motor vehicle has been securely locked at all access points; b) to Property more specifically Insured; c) by wear and tear depreciation erosion the action of light or atmosphere moths vermin insects or parasites; d) any process of cleaning dyeing restoring adjusting or repairing; e) by normal maintenance or repair; f) by frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould; g) due to any change in temperature; h) arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part; i) arising from its own mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire; j) by official confiscation or detention; k) due to the erasure or distortion of information on computer systems or their records.

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** section.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage We** will automatically reinstate the sum insured provided that:

- a) **You** undertake to pay the appropriate additional premium and take immediate steps to affect such additions to or variations in protections as **We** may require;
- b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the sum insured.

2. Average

If the sum insured at the time of the **Damage** is less than the full cost of replacement at the current prices then **You** will be **Your own Insurer** for the difference and bear a rateable share of the **Damage** accordingly.

3. Basis of Claims Settlement

In the event of **Damage** under this Section **We** will pay **You** the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

4. Index Linking

The sum insured by each item stated is subject to **Index Linking**.

5. Limit of Liability

The maximum amount payable in respect of any one item is the sum insured stated for that item plus **Index Linking**.

Section 2 - Business Interruption

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Auditors Charges

Auditors or accountant's charges reasonably incurred for producing and certifying details of a claim under this Section.

Gross Revenue

The **Money** paid or payable to **You** for work carried out or services rendered in the course of the **Business** at the **Premises**.

Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with **Our** consent.

Conditions

Also refer to the General **Policy Conditions** at the back of this **Policy**.

Accounting Adjustments

For the purposes of these **Definitions** any **Adjustments** implemented in current cost accounting will be disregarded.

Adjustments

In adjusting the amount paid all variations or special circumstances affecting the **Business** shall be taken in to account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **Damage** had not occurred.

Value Added Tax

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

Sub-Section A – Gross Revenue

Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section.

Indemnity Period

The **Period** during which the **Business** results are affected due to the **Damage** starting from the date of the **Damage** lasting no longer than the **Maximum Indemnity Period**.

Maximum Indemnity Period

The number of months stated on the **Schedule**.

Vicinity

A radius of 1 mile from the **Insured Premises**.

What is Covered

In the event of **Damage** to **Property** used by **You** at the **Premises** occupied by **You** for the purposes of the **Business** for which **We** have admitted liability under Section 1 of this **Policy** causing an interruption or interference to the **Business** which results in a reduction in the **Gross Revenue** **We** will indemnify **You** for:

- a) the amount by which the **Gross Revenue** during the **Indemnity Period** as a result of the **Damage** falls short of

What is not Covered

Any loss arising out of the deliberate erasure loss distortion or corruption of information on computer systems other records programs or software.

- the **Gross Revenue** which would have been received during the **Indemnity Period** had no **Damage** occurred;
- b) the **Increased Cost of Working** for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** during the **Indemnity Period** but not more than the loss avoided under (a);
- c) auditors' Charges;
- d) less any sum saved during the **Indemnity Period** in respect of charges or **Business** expenses payable out of **Gross Revenue** which cease or are reduced as a result of the **Damage**.

Extensions

Cover provided by this Sub-Section is extended to include interruption or interference with the **Business**.

What is Covered	What is not Covered
-----------------	---------------------

A Alternative Accommodation

Where cover in respect of Permanent Residents Household **Contents** and Personal Effects cover is operative and following **Damage** which results in the **Premises** becoming uninhabitable **We** will indemnify **You** in respect of any reasonable expenditure incurred in the provision of comparable accommodation for:

- a) **You**;
- b) any resident manager;
- c) any resident **Employee**.

or any member of their family permanently residing at the **Premises** at the time of the **Damage** including any incidental removal costs or expenses.

The most **We** will pay under this extension is £50,000 in respect of any one loss.

Any costs agreed without **Our** written consent.

Any costs incurred:

- a) once the **Premises** have become habitable again;
- b) occurring more than 24 months after the date the **Damage** occurred.

B Disease

The occurrence of:

- a) Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever sustained by any person at the **Premises**;
- b) **Injury** or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the **Premises**;
- c) vermin or pests in the **Premises**;
- d) an accident which causes defects in the drains or other sanitary arrangements at the **Premises**.
 where use of the **Premises** is restricted on the order or advice of the competent authority.
- e) murder or suicide occurring on the **Premises**.

Any costs incurred in cleaning repair replacement recall or checking of **Property**.

Any loss arising from **Premises** that are not directly subject to the occurrence.

Any amount in **Excess** of £25,000.

C Failure of Supply

Any loss as a result of:

Accidental failure of supplies of electricity gas or water at the terminal ends of the supply undertaking's feed to the Premises.

- a) accidental failure which lasts for less than 30 minutes;
- b) the exercise of any supply authority powers to withdraw or restrict supply;
- c) industrial action;
- d) wilful act or neglect by You;
- e) drought or other weather Conditions unless equipment has been Damaged;

Any amount in Excess of £100,000.

D Failure of Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the Premises.

Any loss as a result of:

- a) accidental failure that lasts for less than 12 hours;
- b) the exercise of any supply authority powers to withdraw or restrict supply;
- c) industrial action;
- d) wilful act or neglect by You;
- e) drought or other weather Conditions unless equipment has been Damaged;

Any amount in Excess of £100,000.

E Prevention of Access

Damage to Property in the Vicinity of the Premises caused by any of the Insured Perils included under Section 1 of this Policy which prevents or hinders the use of or access to the Premises.

Any Damage to Property of any supply undertaking from which You obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such service.

Any amount in Excess of £50,000.

F Prevention of Access - Loss of Attraction

Damage to Property in the Vicinity of the Premises which directly results in loss of attraction to Your Business by customers or potential customers.

Any amount in Excess of £50,000.

G Prevention of Access - Public Emergency

The actions or advice of a competent Public Authority due to an emergency likely to endanger life or Property in the Vicinity of the Premises which prevents or hinders the use or access to the Premises.

Any loss:

- a) during the first four hours;
- b) during any Period other than the actual Period when access to the Premises was prevented;
- c) as a result of labour disputes;
- d) occurring in Northern Ireland;
- e) as a result of any infectious or contagious diseases
- f) in excess of £10,000

H Storage Sites

Damage to Your Property at any Premises not occupied by You in Great Britain Northern Ireland the Isle of Man or the Channel Islands where Your Property is stored.

Any amount in Excess of £25,000 any one loss.

I Suppliers

Damage to Property at any of Your suppliers Premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands by any of the Insured Perils included under Sections 1 of this Policy.

Damage at any Premises of suppliers of electricity gas or water or telecommunications services.

Any amount in Excess of £25,000.

J Transit

Damage to Property whilst in **Transit** by road rail or inland waterway anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Any loss in respect of:

- a) any road or rail vehicles;
- b) waterborne craft.

Any amount in **Excess** of £25,000.

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** section.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services will be brought in to account in arriving at the **Gross Revenue** during the **Indemnity Period**.

2. Automatic Reinstatement of Loss

In the event of a loss the sum insured hereby will not be reduced by the amount of such loss provided that **You** will:

- a) pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**;
- b) if the loss results from theft give effect to any additional protective devices which **We** may require for the further security of the **Property Insured**.

3. Average

If at the time of any **Damage** the sum insured on **Gross Revenue** is less than the **Gross Revenue** which would have been earned in the **Maximum Indemnity Period** following the date of the **Damage** had the **Damage** not occurred the amount payable will be proportionately reduced.

4. Cessation of Trading

This Sub-Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

Sub-Section B - Accounts Receivable

This Sub-Section is only operative if shown as Insured on the Schedule

Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section.

Customer Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Outstanding Debit Balances

The **Money** owed to **You** by customers at the date of the **Damage** taking into account:

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the **Period** between the date to which the statement relates and the date of the **Damage**;
- c) **Your** last record of amounts owed by customers.

What is Covered

In the event of **Damage** to any of **Your** books of account or other **Business** books or records whilst on the **Premises** occupied by **You** or temporarily elsewhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man by an **Insured** Peril under Section 1 of this **Policy** which results in **Your** inability to trace or establish the **Outstanding Debit Balances** **We** will indemnify **You** for:

- a) the difference between the amount of the **Outstanding Debit Balances** and the total of the amounts received or traced;
- b) the additional expenditure incurred with **Our** consent in tracing and establishing **Customer Accounts** debit balances after the **Damage**;
- c) **Auditors Charges**.

What is not Covered

Damage:

- a) have been traced and established. arising from the mislaying or misfiling of records or tapes;
- b) arising from wear tear and gradual deterioration vermin rust damp or mildew;
- c) arising from dishonest or fraudulent acts by any of **Your Employees**;
- d) arising from the deliberate act of the supply undertaking in restricting or withholding electricity supply;
- e) arising from deliberate falsification of records or tapes;
- f) arising from the erasure loss distortion or corruption of information on computer systems or other records or programs or software;
- g) arising from the failure to collect debts which

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** extension.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Cessation of Trading

This Sub-Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

2. Record Keeping

You will retain a record of the **Outstanding Debit Balances** at least once every seven days and retain a copy either in a locked fire resistant safe or cabinet at the **Premises** or away from the **Premises**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Sub-Section C - Loss of License

This Cover is only operative if shown as Insured on the Schedule

Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

The following additional definition applies to this Sub-Section and shall keep the same meaning wherever it appears in this Sub-Section.

Indemnity Period

The **Period** beginning with the loss of licence and ending not later than 12 months thereafter during which the results of the **Business** are 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** will terminate either:

- a) upon the disposal; or
 - b) 12 months from the loss of licence;
- whichever is the earlier.

What is Covered

In the event of the licence for the sale of excisable liquors which has been granted in respect of the **Premises** being forfeited suspended or withdrawn **We** will pay **You**:

- a) the amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Gross Revenue** during the equivalent **Period** immediately before the forfeiture suspension or withdrawal of the licence;
- b) the **Increased Cost of Working** for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** during the **Indemnity Period** but not more than the loss avoided under (a).
 less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the event.
 - i. the reduction in value of the **Premises** if **You** are unable to obtain a licence for a **Period** of twelve months from the date of forfeiture suspension or withdrawal of the licence and **You** sell the **Premises**
 - ii. all costs and expenses incurred by **You** with **Our** written consent
 - iii. **Auditors Charges**

What is not Covered

Any loss where:

- a) **You** are entitled to obtain a payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence;
- b) alterations to the **Premises** requiring the consent of the licensing or other authority are made without consent;
- c) the **Premises** are closed for any **Period** not required by law;
- d) the **Premises** are not maintained in a good state of sanitary condition or repair;
- e) any direction or requirement of the licensing or other authority is not complied with;
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through **Your** misconduct procurement connivance neglect or omission by **You** to take any necessary step to keep the licence in force;
- g) prior or subsequent to the refusal to renew or forfeiture of the licence the **Premises** are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town and country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences.

Paragraphs (b) to (f) inclusive will not apply where **You** or any other claimant under this Sub-Section prove to **Our** reasonable satisfaction that the matter was completely beyond **Your** or their power or control.

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** extension

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services will be brought in to account in arriving at the **Gross Revenue** during the **Indemnity Period**.

2. Cessation of Trading

This Sub-Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement

of the **Period of Insurance** unless **We** give **Our** written consent.

3. Changes in Circumstances

You will on becoming aware of any complaint against the **Business** or its control for:

- a) proceedings against or conviction of the licence holder manager tenant or occupier of the **Premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question

with respect to their honesty moral standing or sobriety;

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

immediately give notice in writing to **Us** and supply such additional information and assistance as **We** may reasonably require. If **You** do not comply with this condition **We** will not pay **Your** claim.

4. Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal **You** will

- a) give notice in writing to **Us** within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
- b) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** or **Our** solicitors full discretion in the conduct of such proceedings
- c) apply if practicable and if required by **Us** for the grant of such new licence for the same or alternative **Premises** as may enable **You** to continue the **Business** in a similar or alternative form
- d) provide a statement of **Your** loss if any together with such documents statements and accounts as may be reasonably required by **Us** to verify the same and also if required by **Us** make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give **Us** free access to the **Premises** and the books and accounts thereof as may be necessary for ascertaining the value of the **Property** and the goodwill of the **Business**

If **You** do not comply with this condition **We** will not pay **Your** claim

5. Transfer of Licence

In the event of **Your** death bankruptcy or incapacity or desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the tenant manager occupier or licence holder **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Section 3 - Business Liability

Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Compensation

Damages including interest.

Costs and Expenses

- a) **Costs and Expenses** of claimants for which **You** are legally liable.
- b) **Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) fees incurred with **Our** written consent for:
 - i. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death in connection with any **Event** which is or may be the subject of indemnity under this Section.

Offshore

Any **Offshore** rig **Offshore** platform or **Offshore** installation in the sea or tidal waters.

Products

Goods (including labels containers and packaging) sold or supplied by **You** in connection with the **Business**.

Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) in respect of nonmanual activities only elsewhere in the world other than **Offshore** for visits undertaken by **You** members of **Your** family who normally reside with **You** or any **Employee** normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- c) anywhere in the world in connection with **Products** supplied at or from **Premises** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Extensions

Cover provided by this Section is extended to include.

What is Covered

A Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death;
- b) of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- c) at **Your** request:
 - i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
 - ii. any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business**;

What is not Covered

Any fines penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

Provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**:

- i. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such;
- ii. any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

- i. such persons are not entitled to indemnity under any other **Policy** covering such liability;
- ii. each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply;
- iii. **We** shall retain the sole conduct and control of all claims;
- iv. where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties under:
 - i. Sub-Section A – Employers Liability
In respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated on the **Schedule**;
 - ii. Sub-Section B – Public and **Products** Liability
In respect of **Compensation** will not exceed the amount stated on the **Schedule**.

B Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter corporate manslaughter corporate homicide or culpable homicide in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain our prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

The **Costs and Expenses** of implementing or failing to comply with any remedial order or publicity order.

C Health and Safety at Work

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach

of statutory duty under Health and Safety Legislation enacted within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain our prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn. **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this clause.

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**.

D Outside Catering

This Extension is only operative if shown as Insured on the Schedule

What is Not Covered (a) under Sub-Section A – Employers Liability is amended to read as follows:

- a) any work away from the **Premises** other than non-manual commercial duties collection or delivery and outside. catering

What is Not Covered (f) under Sub-Section B – Public Liability is amended to read as follows:

- f) any work away from the **Premises** other than non-manual commercial duties collection or delivery and outside catering.

E Payment for Court Attendance

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

- a) any director or partner of the **Insured** £250
- b) any **Employee** £150

Sub-Section A - Employers Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained within the **Territorial Limits** by any **Employee** arising out of their employment by **You** in the course of the **Business** and caused during the **Period of Insurance**.

Limit of Liability

The Limit of Liability stated on the **Schedule** shall be the maximum **We** will pay any one **Event** under this Sub-Section as **Compensation** and **Costs and Expenses**.

What is not Covered

Any liability arising out of:

- a) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
- b) being on working on or travelling to or from any **Offshore** location.

Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations

(Northern Ireland) 1993 or any other compulsory Road Traffic Act Legislation.

Extensions

Cover provided by this Sub-Section is extended to include:

A. Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Insured** who suffers **Injury** provided that:

- a) such **Injury** is sustained within the **Territorial Limits** in the course of the **Business** and caused during the **Period of Insurance**;
- b) such **Injury** is caused by another working partner proprietor or **Employee**.

B. Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such Damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for **Compensation** is obtained in a court of law within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands against a company partnership or individual other than **You** conducting **Business** at or from **Premises** within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b) there is no appeal outstanding;
- c) this judgement relates to **Injury** which would be within the terms of the **Policy**.

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this **Policy** section.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Discharge of Liability

We may pay **You** the Limit of Liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the Limit of Liability.

2. Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Sub-Section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Sub-Section B – Public and Products Liability

Definitions

Also refer to the **Policy** and Section Definitions at the beginning of this **Policy** and Section.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section.

Asbestos

Asbestos Asbestos fibres or any derivatives of **Asbestos**.

Pollution or Contamination

- a) all **Pollution or Contamination** of **Buildings** or other structures or of water or land or the atmosphere; and
- b) all **Damage to Property** or **Injury** directly or indirectly caused by such **Pollution or Contamination**.

What is Covered	What is not Covered
-----------------	---------------------

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** as a result of accidental:

- a) **Injury** to any person;
- b) **Damage** to material **Property**;
- c) obstruction trespass nuisance or interference with any right of way air or light or water or other easement;
- d) wrongful arrest malicious prosecution detention imprisonment eviction or accusation of shoplifting of any person (not being an **Employee**).

occurring within the **Territorial Limits** during the **Period of Insurance**:

- a) happening in the course of the **Business**; or
- b) caused by **Products** sold or supplied by **You** in the course of the **Business**.

Limit of Liability

The Limit of Liability stated on the **Schedule** shall be the maximum **We** will pay any one **Event** under this Sub-Section as **Compensation** other than:

- a) where the claim is made within the legal jurisdiction of the United States of America, Canada or Australia or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world when the Limit of Liability stated on the **Schedule** shall be the maximum **We** will pay any one **Event** as **Compensation** and **Costs and Expenses**;
- b) in respect of **Products** or **Pollution or Contamination** where the amount stated as the Limit of Liability on the **Schedule** shall be the maximum **We** will pay as **Compensation** for all **Events** occurring during any one **Period of Insurance**.

The amount of the **Excess** shown in the **Schedule**.

Any liability arising out of:

- a) **Injury** to any **Employee** partner or proprietor;
- b) **Damage** to any **Property** owned loaned leased hired or rented to **You**;
- c) **Damage** to any **Property** held in trust or in the custody of **You** any **Employee** or any other party who is carrying out work on **Your** behalf;
- d) the ownership possession or use by **You** or on **Your** behalf of any craft designed to travel in on or through water air or space other than hand propelled watercraft less than 8 metres in length;
- e) the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto:
 - i. in circumstances to which the Road Traffic Acts or other road traffic legislation applies;
 - ii. if such liability is **Insured** by any other **Policy** or is required by any traffic legislation to be the subject of compulsory insurance or other security.
- f) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
- g) being on working on or travelling to or from or supplying **Products** to any **Offshore** location;
- h) **Damage** to or the cost incurred by anyone in repairing removing dismantling replacing re-applying rectifying modifying or reinstating any **Products** supplied;
- i) advice instruction consultancy design formula specification inspection certification or testing other than in connection with **Products** for which indemnity is provided under this Sub-Section;
- j) any **Products** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in such craft;
- k) any **Products** supplied which could affect the safety or operation of nuclear installations;
- l) **Pollution or Contamination**:
 - i. occurring in the United States of America (or any territory within its jurisdiction), Canada or Australia;
 - ii. elsewhere other than 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**.

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

- a) the disposal of assets other than furniture and office equipment previously used in the course of the **Business**;
- b) any work carried out on motorised vehicles or motorised cycles;
- c) **Damage** to that part of any **Property** upon which **You** or anyone on **Your** behalf is or has been working;
- d) **Damage** to any commodity article or thing supplied installed or erected by **You** if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof;
- e) mould or toxic mould.

Any liability in respect of:

- a) any costs incurred in recalling or making refunds in respect of any **Products** supplied;
- b) any action for Damages brought in a Court of Law of any territory outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in which **You** have a branch or subsidiary or are represented by a party domiciled in such territory or by a party holding **Your** Power of Attorney;
- c) **Injury or Damage to Property** caused by or in connection with anything sold or supplied by **You** which to **Your** knowledge is directly or indirectly exported to the United States of America (or any territory within its jurisdiction) Canada or Australia;
- d) liquidated Damages fines or penalties;
- e) punitive exemplary or aggravated Damages or any additional Damages resulting from the multiplication of compensatory Damages or other non-compensatory Damages;
- f) the exposure to inhalation of fears of the consequences of exposure to or inhalation or the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any **Property** arising out of the presence of **Asbestos** including any product containing **Asbestos**.

Any liability which is imposed on **You** by reason of the terms of any contract **Conditions** or agreement which would not have attached in the absence of such agreement other than:

- a) under any warranty of goods implied by law;
- b) under an indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury or Damage** caused by **Products** entrusted to such carrier for **Transit** by road rail or waterway.

Any liability which is **Insured** by or would but for the existence of this Sub-Section be **Insured** by any other **Policy**.

Any liability arising from or caused by any professional negligence wrongful or inadequate treatment examination prescription or dispensing advice by **You** or anyone acting on **Your** behalf This Exclusion shall not apply to the provision of emergency first aid.

Extensions

What is Covered **What is not Covered**

A Consumer Protection and Food Safety Acts

We will indemnify You in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Consumer Protection and Food Safety legislation enacted within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against You for **Compensation** covered by this Sub-Section.

You must obtain our prior consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

In addition, We will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, We will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum We will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or awards of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

The **Costs and Expenses** in respect of any deliberate act or omission by You.

B Cross Liabilities

If there is more than one **Insured** specified in the **Schedule** this Sub-Section will apply separately to each one as if a separate **Policy** had been issued to each provided that **Our** total liability does not exceed the Limit of Liability stated on the **Schedule**.

C Damage to Guests Personal Belongings

We will indemnify You in respect of liability arising out of:

- a) **Damage** to guests **Personal Belongings** deposited with You for safekeeping provided that where required You clearly display at the reception desk a notice in accordance with the provisions of the Hotel Proprietors' Act 1956 or any similar legislation in Northern Ireland the Isle of Man and the Channel Islands;
- b) **Damage** to guests' motor vehicles and their **Contents** in the garage or car park of the **Premises**.

The first £50 of any loss.

Any amount in **Excess** of £5,000 any one guest

Any amount in **Excess** of £25,000 any one **Period of Insurance**

Any liability arising out of **Damage** to **Valuables** or **Money** unless kept in a suitable locked safe or strongroom.

Any liability arising out of **Damage** to any **Property** stored for a fee or other consideration.

D Damage to Leased or Rented Premises

We will indemnify You in respect of **Damage** to the **Premises** (including fixtures and fittings) for which You are legally liable within Great Britain Northern Ireland the Isle of Man or the Channel Islands which are hired rented and occupied by You in connection with the **Business**.

Such **Damage** if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement.

Such **Damage** where the tenancy or other agreement specifies that insurance is taken out by You or on Your behalf.

The first £100 of any claim other than where the cause is Fire or Explosion.

E Data Protection Regulations

We will indemnify You and at Your request any director or Employee in respect of the sums which You or any Director or Employee become legally liable to pay as Compensation under Section 13 of the Data Protection Regulations for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are:

- a) a registered user in accordance with the terms of the Act;
- b) not in Business as a computer bureau.

Our maximum liability including all Costs and Expenses under this Extension in respect of all claims occurring during any one Period of Insurance will not exceed £250,000.

For the purposes of this Extension the phrases or words Data processor and Data shall carry the same meaning as defined under the Data Protection Regulations.

Any liability in respect of:

- a) any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- b) any Damage or distress caused by any act of fraud or dishonesty;
- c) the Costs and Expenses of rectifying rewriting or erasing Data;
- d) liability arising from the recording processing or provision of Data for reward or to determine the financial status of any person;
- e) any fines or penalties.

Liability arising as a result of the provision by You of the services of a Data Processor.

F Defective Premises Act

We will indemnify You in respect of Injury or Damage to Property which You may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises which have been disposed of by You and which prior to disposal were occupied by You in connection with the Business.

Any liability for which You are entitled to indemnity under any other Policy of insurance.

Injury or Damage happening prior to the disposal of the Premises.

The cost of repairing replacing or reinstating any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship.

Any reduction in value.

G Personal Belongings

We will indemnify You in respect of Damage to clothing and personal effects belonging to Employees or callers for which You are legally liable in connection with the Business.

Clothing and personal effects being worked on or held for the purposes of being worked on.

Section 4 – Commercial Legal Expenses

This Full Cover Extension is only operative if shown as Insured on the Schedule

This Section is administered by ARAG plc on behalf of the **Insurer** AmTrust Europe Limited. The **Insurer's** liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other **Insurers** proportion or in respect of any other Section of this **Policy**.

ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England 02585818.

ARAG plc is authorised and regulated by the Financial Conduct Authority.

Following an insured event the **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B. – Employment Compensation Awards) up to the limit of indemnity and aggregate limit specified in **Your Policy** for all claims related by time or originating cause subject to all of the following requirements being met:

- a) the insured event arises in connection with the **Business** and occurs within the **Territorial Limits**;
- b) the claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to us:
 - during the **Period of Insurance**;
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:
 - i. to be heard by the **Small Claims Court** or an Employment Tribunal; and/or
 - ii. before proceedings have been or need to be issued.
- d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limits**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this Section will apply.

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- b) in civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee's** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under insured event 9 – Crisis Communication.

Employee

A worker who has or alleges they have entered into a contract of service with **You**, provided they have been declared to **Us**.

Insured

- a) **You, Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- b) the estate, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying.
- c) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

Insurer

AmTrust Europe Limited.

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking **damages** or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- a) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.
- b) where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the this Section of the **Policy** applies.

Territorial Limits

For insured events 4 – Legal Defence, 5 and 10 – contract and Debt Recovery the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

For all other Insured events the United Kingdom of Great Britain and Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, AmTrust Europe Limited.

You, Your

The **Business**.

1. Employment Disputes and Compensation Awards

What is Covered	What is not Covered
<p>insured events</p> <p>A. Employment Disputes</p> <p>A dispute between You and Your Employee, ex-Employee, or a prospective Employee, arising from a breach or an alleged breach of their:</p> <ol style="list-style-type: none"> a) contract of service with You; and/or b) related legal rights. <p>A claim can be made under this Section if the Policy provided that all internal procedures as set out in the:</p> <ol style="list-style-type: none"> i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland <p>have been or ought to have been concluded.</p> <hr/> <p>B. Employment Compensation Awards</p> <p>Following a claim We have accepted under insured event 1.A. above – Employment, the Insurer will pay any:</p> <ol style="list-style-type: none"> a) basic and compensatory award awarded against You by a tribunal or; b) an amount agreed by Us in settlement of a dispute. <p>Provided that compensation is:</p> <ol style="list-style-type: none"> i. agreed through mediation or conciliation or under a settlement approved by Us in advance ii. or awarded by a tribunal judgment after full argument unless given by default. <hr/> <p>C. Employment Restrictive Covenants</p> <ol style="list-style-type: none"> a) a dispute with Your Employee or ex-Employee which arises from their breach of a restrictive covenant where You are seeking financial remedy or damages. <p>Provided that the restrictive covenant:</p> <ol style="list-style-type: none"> i. is designed to protect Your legitimate business interests; and ii. is evidenced in writing and signed by Your Employee or ex-Employee; and iii. extends no further than is reasonably necessary to protect the Business interests; and iv. does not contain restrictions in excess of 12 months. <ol style="list-style-type: none"> b) a dispute with another party who alleges that You have breached their legal rights protected by a restrictive covenant. 	<p>Any claim relating to:</p> <ol style="list-style-type: none"> a) the pursuit of an action by You other than an appeal against the decision of a court or tribunal; b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this Policy, except where You have had equivalent cover in force up until the start of this Policy; c) Costs and Expenses for preparation and representation at an internal disciplinary hearing, grievance or appeal; d) a pension scheme where actions are brought by 10 or more Employees or ex-Employees. <hr/> <p>Compensation awards and settlements relating to:</p> <ol style="list-style-type: none"> a) Money due to an Employee under a Contract or a statutory provision relating thereto; b) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council; c) civil claims or statutory rights relating to trustees of occupational pension schemes.

2. Tax Protection

What is Covered

Insured events

- a) a formally notified enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners.
- b) a dispute about **Your** compliance with regulations relating to:
 - i. Value Added Tax; or
 - ii. Pay As **You** Earn; or
 - iii. Social Security; or
 - iv. National Insurance Contributions; or
 - v. the Construction Industry Scheme; or
 - vi. IR35.

following a compliance check by HM Revenue and Customs.

- c) an enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.

Provided that:

- i. all returns are completed and have been submitted within the statutory timescales permitted; and
- ii. **You** keep proper records in accordance with statutory requirements; and
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available.

What is not Covered

Any claim relating to:

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements;
- b) an investigation by the Fraud Investigation Service of HM Revenue and Customs;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.
- e) **Your** failure to register for VAT.

3. Property

What is Covered

Insured events

A dispute relating to **Property**:

- a) following an event which causes physical damage to **Your Property**;
- b) following a public or private nuisance or trespass;
- c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not Covered

Any claim relating to:

- a) a contract between **You** and a third party except for a claim under 3 (c);
- b) goods in transit or goods lent or hired out;
- c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or **Property** by any government, local or public authority;
- d) a dispute with any party other than the party who caused the damage, nuisance or trespass;
- e) a motor vehicle owned or used by, or hired or leased to an **Insured** other than damage to motor vehicles where **You** are engaged in the business of selling motor vehicles.

4. Legal Defence

What is Covered	What is not Covered
<p>Insured events</p> <p>a) a criminal investigation and/or enquiry by:</p> <ul style="list-style-type: none"> i. the police; ii. a health and safety authority; or iii. other body with the power to prosecute; <p>where it is suspected that an offence may have been committed that could lead to the Insured being prosecuted.</p> <p>b) an offence or alleged offence which leads to the Insured being prosecuted in a court of criminal jurisdiction.</p> <p>c) a motor prosecution brought against Your directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place.</p>	<p>Any claim relating to a parking offence.</p>

5. Compliance & Regulation

What is Covered	What is not Covered
<p>Insured events</p> <p>a) receipt of a Statutory Notice that imposes terms against which You wish to appeal.</p> <p>b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body.</p> <p>c) a civil action alleging wrongful arrest arising from an allegation of theft.</p> <p>d) a claim against You for compensation under the Data Protection Regulations including compensation awarded against You provided that You are registered with the Information Commissioner</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) the pursuit of an action by You other than an appeal; b) a routine inspection by a regulatory authority c) a Health and Safety Executive Fee for Intervention.

6. Statutory Licence Appeals

What is Covered	What is not Covered
<p>Insured events</p> <p>An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew Your statutory licence or compulsory registration.</p>	

7. Loss of Earnings

What is Covered	What is not Covered
<p>Insured events</p> <p>The Insured's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the Appointed Advisor or whilst on Jury Service which results in loss of earnings.</p>	<p>Any sum which can be recovered from the court or tribunal.</p>

8. Employees' Extra Protection, Bodily Injury and Identity Theft

What is Covered	What is not Covered
<p>Insured events</p> <p>At Your request:</p> <ul style="list-style-type: none"> a) where civil proceedings are issued against Your Employee: <ul style="list-style-type: none"> i. for unlawful discrimination; or ii. in their capacity as a trustee of a pension fund set up for the benefit of Your Employees; b) where an Insured or a member of their family suffers physical bodily Injury or death as a result of a sudden event; c) a claim arising from personal identity theft targeted at Your directors and/or partners. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) defending You; b) a condition, illness or disease which develops gradually over time.

9. Crisis Communication

What is Covered	What is not Covered
<p>Insured events</p> <p>Following an event which causes Your Business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business, We will</p> <ul style="list-style-type: none"> a) liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Policy, or acts on Your behalf under any other Policy), to draft a media statement or press release; and/or b) prepare communication for Your customers/staff and/or a telephone or website script and/or or social media messaging; c) arrange, support and represent an Insured at an event which media will be reporting; d) support the Insured by taking phone calls/email messages and managing interaction with media outlets; e) support and prepare the Insured for media interviews f) provided that You have sought and followed advice from Our Crisis Communication helpline. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) matters that should be dealt with through Your normal complaints procedures; b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast; c) Costs & Expenses in excess of £10,000.

10. Contract and Debt Recovery

What is Covered	What is not Covered
<p>Insured events</p> <p>A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) an amount which is less than £200; b) a dispute with a tenant or leasee where You are the landlord or lessor; c) the sale or purchase of land or buildings; d) loans, mortgages, endowments, pensions or any other financial product; e) computer hardware, software, internet services or systems which:

- i. have been supplied by **You**; or
 - ii. have been tailored to **Your** requirements.
- f) a breach or alleged breach of a professional duty by an **Insured**;
- g) the settlement payable under an insurance **Policy**;
- h) a dispute relating to an **Employee** or **ex-Employee**
- i) adjudication or arbitration.

General Conditions applicable to Section 4 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. An Insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.
- c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer**.
- d) keep **Costs and Expenses** as low as possible.

B. Freedom to choose an Appointed Advisor

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) if:
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured**, or
 - ii. there is a conflict of interest
 - iii. the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.
- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- d) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- e) in respect of pursuing a claim under insured event 10 – contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

C. Consent

- a) the **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) an **Insured** must have **Your** agreement to claim under this **Policy**.

D. Settlement

- a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

E. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Claims Conditions C – Arbitration.

F. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this Section of the **Policy** shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

General Exclusions applicable to Section 4 Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- a) **Costs and Expenses** or compensation awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation against the **Insured** involving:
 - i. malicious falsehood or defamation (except in relation to insured event 9 – Crisis Communication);
 - ii. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- d) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to insured event 1.A. – Employment), or loss or damage to **Property** owned by the **Insured**;
- e) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C. – Employment Restrictive Covenants).
- f) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;
- g) franchise or agency agreements;
- h) a judicial review;
- i) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Conditions C – Arbitration
- j) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under insured event 1.B. – Employment Compensation Awards or 5.(d) or costs awarded against the **Insured** by a court of criminal jurisdiction.

General Policy Conditions

Each Section or Sub-Section of the **Policy** has **Conditions** and they must be read in conjunction with the following General **Policy Conditions**

A. Alteration of Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or **The Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and **Conditions** to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and/or
- c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

B. Cancellation

Cancellation of your insurance

Cancellation by **You** within the first 14 days

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel, this **Policy** within the first 14 days. The 14-day **Period** starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later. When **We** have received notice of decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

Cancellation by **You** at any other time

You may cancel this **Policy** at any other time after this 14-day **Period** by writing to **Us**. If **You** have not made a claim, **We** will return any premium **You** have paid for any **Period of Insurance** left. **We** will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

Cancellation by **Us**

We are not bound to accept any renewal of this **Policy**.

Where there is a valid reason for doing so **We** may cancel this **Policy** by sending **You** 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to **Your** correspondence address shown in the **Schedule**.

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

- ❖ where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date, **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 14 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date your **Policy** will be cancelled. If payment is not received by that date, **We** will cancel **Your Policy** from the date **Your** last instalment was due;
- ❖ where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the 14-day cancellation notice **Period**;
- ❖ where there is a failure by **You** to exercise the duty of care regarding **Your Property** as required by the paragraph headed 'Reasonable care' in the General **Conditions** section of this **Policy** document;

- ❖ where **We** reasonably suspect fraud.

C. Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above **You** shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance.

D. Contracts (Rights of Third Parties) Act 1999

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

E. Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which **You** wish to insure This duty applies prior to the start of **Your Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of this **Policy** If **You** do not comply with this condition then:

- if the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make **Your Policy** void and keep the premium This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premiums; or
- if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation then **We** can elect to make **Your Policy** void and return **Your** premium; or
- if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** using the following formula **We** will divide the premium actually charged by the premium **We** would have charged had **You** made a fair presentation and calculate this as a percentage The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - treat **Your Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- where **We** elect to make **Your Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

F. Identification

The **Policy Schedule** and any **Endorsements** will be read as one document.

A particular word or phrase which is not defined will have its ordinary meaning.

G. Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage **Property** lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

H. Mortgagees Freeholders and Lessors

The act or neglect of any mortgagor leaseholder lessee or occupier of any **Premises Insured** by this **Policy** whereby the risk is increased without the authority or knowledge of any mortgagee freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided that they notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

I. Non-Invalidation

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that:

- it is without **Your** authority or knowledge or beyond **Your** control;
- You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**;
- You** pay any additional premium required;

J. Observance of Conditions

Your due observance and fulfilment of the terms and **Conditions** of this **Policy** will be **Conditions** precedent to **Our** liability to make any payment under this **Policy**.

K. Reasonable Precautions

You must:

- a) maintain the **Premises** machinery plant and equipment in a satisfactory state of repair;
- b) take all reasonable precautions to prevent:
 - i. **Damage** to the **Property Insured**;
 - ii. **Injury** to any person or **Damage** to their **Property**.
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- d) exercise care in the selection and supervision of **Employees**;
- e) comply with all relevant legal requirements safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner;
- f) keep books with a complete record of purchase and sales;

If **You** do not comply with this condition, **We** will not pay **Your** claim.

L. Subrogation Waiver

In the event of a claim arising under this **Policy** **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
 - b) any company which is a subsidiary of a parent company of which **You** are a subsidiary;
- in each case as defined by current legislation.

General Policy Exclusions

The following General **Policy** Exclusions apply to all Sections of the **Policy** and all Clauses **Conditions** Extensions and **Endorsements** unless otherwise stated.

We will not be liable for any claim in respect of:

A. Avoidance

This **Policy** shall be avoided if:

- a) **Your** interest ceases other than by death;
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

B. Date Recognition

Damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from:

- a) any actual or alleged failure of any **Computer Equipment** whether or not owned by **You** or in **Your** possession to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute);
 - i. any Date/Time Material;
 - ii. any **Data** or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it.
- b) any actual or alleged failure to provide or inadequacy of any services whether provided by **You** or by any other person or persons due to any actual or alleged failure or inability described in paragraph (a) above.
- c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by **You** or on **Your** behalf to determine rectify or test any potential or actual problem described in paragraph (a) above.

For the purposes of this Exclusion:

- a) **Computer Equipment** means:
 - i. computer hardware including microprocessors;
 - ii. computer application software;
 - iii. computer operating systems or related software;
 - iv. computer networks;
 - v. microprocessors (computer chips) not part of any computer system;
 - vi. any other computerised or electronic equipment;
 - vii. any other equipment which directly or indirectly contains uses or relies upon in any manner of the items referred to in (i) to (vi) above.
- b) **Date/Time Material** means dates times or **Data** or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

C. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**;
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

- i. refuse to pay the claim;
- ii. declare the **Policy** void from the date of the fraud without any refund of premium; and
- iii. recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the Police of the circumstances.

D. Indirect Loss

Any **Indirect Loss** unless specifically stated in the **Policy**

E. Loss of Data and E-risk

- a) **Damage to Data** arising out of but not limited to:
 - i. loss destruction or corruption of **Data** whether in whole or part;
 - ii. unauthorised appropriation use access or modification of **Data**;
 - iii. unauthorised transmission of **Data** to any third parties;
 - iv. misinterpretation use or misuse of **Data**;
 - v. operator error.
- b) **Damage** arising directly or indirectly from:
 - i. the transmission or impact of any **Virus or Similar Mechanism**;
 - ii. **Hacking**;
 - iii. Denial of Service Attack;
 - iv. **Failure of a System**;
 - v. anything described in paragraph (a) above.

but this will not exclude in respect of Section 1 **Property** and Section 2 **Business Interruption Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section.

F. Pressure Waves

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

G. Radioactive Contamination and Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

H. Sanctions

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any **Business** or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation.

I. Terrorism

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

- i. **Terrorism**;

- ii. any action taken in controlling preventing suppressing or in any way relating to **Terrorism** except as stated in the following Liability Provision.

For the purpose of this Exclusion and the Liability Provision.

Terrorism shall mean:

Any act or acts (including but not limited to the use or threat of force and/or violence and/or harm or **Damage** to life or to **Property**) of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Indirect Loss** or liability is not covered by this insurance or is only covered up to a specified amount the burden of proving such **Damage** loss expense or **Indirect Loss** or liability is covered or is covered beyond the specified amount will be upon **You**.

Special Provision

Subject otherwise to the terms Definitions Exclusions exceptions provisions and **Conditions** of this **Policy**:

a) **Where Section 3 Sub-Section B- Public Liability is Operative:**

We will indemnify **You** under Section 3- Public Liability against legal liability for **Compensation** and **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism**.

Provided that **Our** liability for **Compensation** will not exceed:

- i. other than in respect of **Products** or **Pollution or Contamination** the amount stated as the Limit of Liability on the **Schedule** or £2,000,000 whichever is the lower in respect of any one **Event**;
 - ii. in respect of **Products** or **Pollution or Contamination** the amount stated as the Limit of Liability on the **Schedule** or £2,000,000 whichever is the lower for all **Events** occurring during any one **Period of Insurance**.
- b) **Where Section 3 Sub-Section A Employers Liability is Operative:**
- We** will indemnify **You** under Section 3- Employers Liability provided that in respect of any one **Event** **Our** liability in respect of **Compensation** and **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism** will not exceed £5,000,000.

J. War and Government Action

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **War**;
- b) **Government Action**.

For the purpose of this Exclusion

War shall mean:

war invasion acts of foreign enemies hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean:

martial law confiscation nationalisation requisition seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

K. Water Table

Any **Damage** attributable solely to a change in the Water Table level.

L. Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;
- b) Coronavirus disease (COVID-19);

- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above.

This exclusion shall not apply in relation to Section 3 Business Liability.

Claims Conditions

A. Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i. 30 days of **Your** becoming aware of the event or occurrence;
 - ii. 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons.provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim.
- b) notify the police immediately of **Damage** caused by malicious persons or thieves;
- c) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**;
- f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- g) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter;
- i) in respect of Sub-Section C – Personal Accident (Assault) of Section 1 **Property** provide **Us** at **Your** expense all certificates and evidence required by **Us** and **You** or any **Employee** shall as often as required by **Us** submit to medical examination at **Our** expense.

B. Our Control of Claims

We will be entitled:

- a) on the happening of any **Damage** to the **Property Insured** to enter take and keep possession of the **Building** where **Damage** has happened and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any **Conditions** of this **Policy** and this **Policy** will be proof of leave and license for such purpose;
- b) at **Our** discretion to take over and conduct in **Your** name the defence or **Settlement** of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover **Compensation** or secure indemnity from any third party in respect of any event **Insured** by this **Policy** and **You** will give all information and assistance **We** may reasonably require;
- c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable, but **You** will not be entitled to abandon any **Property** to **Us**.
- d) at **Our** option to either:
 - i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**; or
 - ii. make payment in **Money** to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**.

C. Arbitration

If **We** accept liability but **You** disagree with the amount, **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**.

D. Contribution

Applicable to Sub-Section A Employers Liability and Sub-Section B Public and **Products** Liability of Section 3 **Business** Liability.

If the insurance provided by these Sub-Sections is also covered by any other **Policy** (or would be but for the existence of these Sub-Sections) **We** will only indemnify **You** in respect of any **Excess** beyond the amount which would be payable under such other insurance had these Sub-Sections not been affected.

Applicable to all other Sections **Insured** by this **Policy**:

- a) where **Damage** or liability covered by the **Policy** is also covered by any other **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average;
- c) if the **Property Insured** covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment **We** make will be limited to the proportion of **Damage** as the sum insured bears to the value of the **Property**.

E. Discharge of Liability

Not applicable to Sub-Section A Employers Liability of Section 3 **Business** Liability.

We may pay the Limit of Liability or the sum insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

F. Subrogation

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

G. Repayment of Excess

You will repay to **Us** the amount of any **Excess** for which **We** have made payment.