



Digital Shop

Insurance Policy

MS Amlin Insurance SE

MS Amlin Insurance SE (UK Branch), The Leadenhall Building,
122 Leadenhall Street, London EC3V 4AG, United Kingdom, tel. +44 (0) 207 746 1000
MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects the regulatory system applying will be different from that of the United Kingdom.

Welcome

The Duty of Fair Presentation

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

The Contract of Insurance

This is **your** MS Amlin Insurance, SE Shop insurance policy. It sets out the details of **your** insurance contract with **us**.

This document, any endorsements, certificates, the schedule and statement of fact must be read together as one contract as they form **your** policy.

In return for payment of the premium shown in the schedule, **we** agree to insure **you** against:

- loss or **damage you** sustain;
- loss resulting from interruption or interference with the **business** following **damage**,
- legal liability **you** incur for accidents

during the **period of insurance** and in accordance with the terms and conditions contained in or endorsed on this policy.

Please read the whole document carefully and keep it in a safe place. **You** should take the time to read all its terms, especially the conditions, which **you** have to fulfil to ensure **your** insurance remains valid, and what **you** have to do when making a claim.

It is important that **you**:

- check that the sections **you** have requested are included in the schedule;
- check that the information **you** have given **us** is accurate;
- comply with **your** duties under each section and under the insurance as a whole.

If this policy does not meet **your** requirements, or if **your** requirements change, **you** should contact **your** insurance agent at **your** earliest opportunity.

If you need to get in touch with us please contact your insurance agent.

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Important Information

If you need to make a claim

If **you** need to make a claim under this policy, please telephone **us** on **0800 085 7944** which is available 24/7 and **we** will be pleased to advise **you** of the steps to take. It will assist if **you** have details of **your** policy and cover available when telephoning.

In all communications with **us** please quote **your** policy number. **We** would refer **you** also to the claims conditions of this policy.

In some cases all or part of **your** claim may be handled on **our** behalf by one of **our** trusted partners. **You** can rest assured that **we** will strive to ensure **you** are provided with exceptional service from MS Amlin Insurance, SE and **our** trusted partners.

Changes to your circumstances

Please tell **your** insurance agent as soon as reasonably possible if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Conditions 3 and 4 of this policy.

If **your** circumstances change and **you** do not tell **your** insurance agent, **you** may find that **you** are not covered if **you** need to claim.

How to cancel your policy

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or the renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet began, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already started, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For cancellation outside of this statutory cooling off period **you** can cancel this insurance at any time by telephoning **your** insurance agent or by writing (by e-mail or letter) to **your** insurance agent.

If this insurance is cancelled outside the statutory cooling off period, provided **you** have not made a claim and there hasn't been an event that could give rise to a claim, **you** will be entitled to a refund of any premium paid, less a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Cancellation – instalment payments

Time is of the essence in relation to **your** payment of the premium. If **you** pay **your** premium by direct debit and there is any default in payment, **we** will contact **you** to request payment by a given date, which will be 14 days from the date **we** contact **you**. If payment is still not received by this date, **we**

may then cancel this policy. No refund or credit of premium will be due when cancellation takes place in these circumstances.

For **our** rights to cancel **your** policy please refer to General conditions.

Compensation (Financial Services Compensation Scheme)

MS Amlin Insurance, SE are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if MS Amlin Insurance, SE are unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website www.fscs.org.uk.

Registration and regulatory information

MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000. MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **us** on request. In some respects the regulatory system applying will be different from that of the United Kingdom.

Privacy Notice

Your information has been, or will be, collected or received by MS Amlin. **We** will manage personal data in accordance with data protection law and data protection principles. **We** require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on <https://www.msamlin.com/en/site-services/data-privacy-notice.html>. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer, MS Amlin, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your** insurance agent or the following:

All sections : Please contact **us**

If **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

All sections:

Post: Complaints, MS Amlin Insurance, SE, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Telephone: +44 (0) 207 7746 1300
Email: complaints@msamlin.com
Website: www.msamlin.com

If **you** remain dissatisfied after **we** have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123
Tel (Outside UK): +44 (0) 20 7964 0500
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

- Please note:
- a) **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
 - b) To check if **you** are an eligible complainant or if **you** are unsure whether the Financial Ombudsman Service will look at **your** complaint please contact them directly for further information. **You** are entitled to contact the Financial Ombudsman Service at any stage of **your** complaint. Their contact details are shown above.

The existence of this Complaints Procedure does not affect any right of legal action **you** may have against MS Amlin Insurance, SE.

Employers' Liability Tracing Office (ELTO)

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in the following way and for the following purposes.

1. Certain information relating to **your** insurance policy including, without limitation:
 - a) the policy number(s);
 - b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - c) dates of cover;
 - d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - e) Companies House reference numbers (if relevant)will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
2. This information will be made available by **us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants):
 - a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - b) to identify the relevant employers' liability insurance policies.
4. The database will be managed by ELTO.

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

Contracts (Rights of Third Parties) Act 1999

A person or company who was not 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 condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act and any further amendment to it.

Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the start of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Sanction

This policy will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulations applicable to **us**.

Monetary values

Monetary values in this wording are shown in bold to help **you** identify them quickly.

General Definitions

Certain words in the policy have specific meanings. These meanings are defined below. The words defined carry the same meaning wherever they appear in the policy wording, schedule and endorsements, unless varied by a definition in a particular section (or sub-section), and are printed in bold to help you identify them.

Certain additional words are also defined at the beginning of the individual sections (or sub-sections) in which they are used and to which they have a particular relevance.

Bodily injury

- a) Death, injury, illness or disease;
- b) mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease; and
- c) false arrest, false imprisonment and false eviction.

Buildings

- a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule);
- b) landlords' fixtures and fittings in and on the buildings;
- c) outside buildings, extensions, annexes, gangways;
- d) walls, gates and fences, foundations, yards, hoardings, car parks, roads, pathways and loading bays around and pertaining to the **premises**;
- e) telephone, gas, water and electricity meters, pipes and cables including property which **you** are responsible for which is underground and/or in adjoining yards or roadways and which partly or wholly serve to supply the **premises**;
- f) drains and sewers within the perimeter of the **premises** but only to the extent they are **your** responsibility; and
- g) irrigation equipment including pumps tanks and pipes forming part of an irrigation system.

Business

The business specified in the schedule conducted solely from within the **territorial limits**.

Business hours

The period during which the **premises** are actually occupied by **you** and/or **your employees** for **business** purposes.

Computer system(s)

A computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Computer virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a **computer system** or network. **Computer virus** includes but is not limited to "Trojan Horses", "worms", and "time or logic bombs".

General Definitions

Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** following **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Cooking equipment

All cooking and frying equipment including equipment used for frying by immersing in fat or oil.

Damage

Loss or destruction of or damage to the **property insured** as stated in the schedule and used by **you** in connection with the **business**.

Data

Data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information.

Declared value

Your assessment of the cost of reinstatement of the **buildings, contents** and **computer equipment** in a condition equal to but not better or more extensive than when new at the level of costs applying at the start of the **period of insurance** (ignoring any increase in costs which may operate afterwards) together with allowance if required for:

- a) the additional cost of reinstatement to comply with public authority requirements;
- b) professional fees; and
- c) debris removal costs.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee

- a) Any person under a contract of service or apprenticeship with **you**;
- b) any self-employed person working on a labour only basis under **your** control or supervision;
- c) any person who is hired to or borrowed by **you**;
- d) any person engaged under a work experience or training scheme;
- e) any labour master or person supplied by him;
- f) any prospective employee who is undergoing practical work experience whilst being assessed by **you** as to their suitability for employment;
- g) any voluntary worker; or

General Definitions

h) any outworker or homeworker employed under a contract to personally carry out any work, whilst working for and under **your** control or supervision in connection with the **business**.

Excess

The amount for which **you** are responsible for each claim or loss as specified in the schedule, by an attaching endorsement or within the policy.

General contents

Non-stock items (items that are not sold) in the **premises** other than **specified goods**.

This includes but is not limited to machinery, plant, fixtures and fittings, tenants' improvements, alterations, decorations, improvements, internal and external glass being part of the **buildings** not owned by **you** but for which **you** are responsible and office equipment.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves **data**, whether **your** property or not.

Limit of liability

The maximum amount **we** will pay for any one loss or series of losses arising from the same original incident.

Money

Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Other property

Any other items of property which are not defined which **you** have advised to **us** and **we** have specified on the schedule.

Period of insurance

The period of insurance stated in the schedule.

Phishing

any access or attempted access to **data** or information made by means of misrepresentation or deception.

Pollution

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring. This definition excludes pollution or contamination by asbestos.

Premises

The **buildings** and the land inside the boundaries at the property address shown in **your** schedule occupied by **you** for the purpose of the **business**.

General Definitions

Products

Anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on **your** behalf including containers, packaging or labelling and which is not in **your** possession at the time of the occurrence.

Property insured

General contents, specified goods, stock and other property at the **premises** (unless specifically excluded) and as more fully described in the schedule and all belonging to **you** or for which **you** are responsible but **we** will not cover:

- a) property which is more specifically insured; and
- b) unless specifically notified to and accepted by **us** as insured:
 - i) land, piers, jetties, bridges, culverts or excavations; and
 - ii) livestock, growing crops or trees unless they form part of the contents.

Qualified contractor

A company which is a member of the Building & Engineering Services Association (B&ES), formerly HVCA.

Reinstatement

- a) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out in any manner suitable to **you** or on another site; or
- b) the repair or restoration of property damaged,

in either case to a condition equal to but not better or more extensive than its condition when new.

Specified goods

- a) tobacco, cigarettes, cigars;
- b) wines, fortified wines and spirits;
- c) jewellery, watches, precious metals or stones;
- d) video equipment
- e) DVD's, CD's and computer games.

Stock

Stock and materials in trade, work in progress and finished goods, being **your** property at the **premises**, or held by **you** in trust for which **you** are responsible. Excluding:

- a) money;
- b) jewellery;
- c) precious stones;
- d) explosives;

General Definitions

- e) stock more specifically insured.

Sum insured

The maximum amount **we** will pay for each item insured under any section or sub-section.

Territorial limits

Great Britain, Northern Ireland the Channel Islands and the Isle of Man

Terrorism

- a) Acts of persons acting on behalf of or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government.
- b) Any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation for action or threat of action described in a) above.

Unoccupied

Any **building** or part of any **building** which is empty or not in use by **you** or **your** tenant for more than 45 consecutive days.

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.

We/us/our/ourselves

MS Amlin Insurance SE

You/your

- a) The policyholder named in the schedule.
- b) Any associated or subsidiary company of the insured provided it has been notified to and agreed by **us**.
- c) At your request:
 - i) any director or **employee** while they are acting on behalf of or in course of their employment or engagement with you for liability for which you would have been entitled to cover under this policy if the claim against that person had been made against you;
 - ii) any officer, member or **employee** in their respective capacities of your social, sports or welfare organisation or fire, first aid or ambulance service;
 - iii) any of your directors, partners or senior officials for private work carried out by any **employee** for them with your consent; and
 - v) your personal representatives (in the event of your death) for liability incurred by you;

provided that if cover is extended to any party described in paragraphs i) to iv) above that party will be bound by the terms of this policy so far as they can apply and in any event our liability will not exceed the **limit of liability**

General conditions

These are the conditions of the cover and apply throughout your policy. There may be additional conditions under each section of cover and in any attaching endorsements. If you do not comply with these conditions you may not receive payment for a claim or you may lose all right to cover under your policy or to receive payment for a claim.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us.

1. Adjustment of premium

If the premium has been calculated on estimates given by **you**, **you** must keep an accurate record of all relevant particulars which must be available to **us** for inspection.

Within a reasonable time after the end of each **period of insurance**, **you** will supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to **you**.

If **you** do not supply a statement within a reasonable time after the end of the **period of insurance**, **we** will be entitled to charge an additional premium for that **period of insurance**.

2. Average

- a) if at the time of **damage** the **sum insured** of the **buildings, general contents** or all **other property** by each item is less than 85% of the cost of **reinstatement** at the start of the **period of insurance**, then **our** liability for any **damage** will be limited to the proportion that the **sum insured** bears to the cost of **reinstatement**; and
- b) Where a Day one reinstatement clause applies, if at the time of **damage** the **declared value** of the **property insured** by each item is less than the cost of **reinstatement** at the start of the **period of insurance**, then **our** liability for any **damage** will be limited to the proportion that the **sum insured** bears to the cost of **reinstatement**; and
- c) for **stock** or any other item listed in the schedule, if at the time of **damage** the **sum insured** on any of these items is less than the value of the property covered by the item (or for any item on rent, less than the amount of rent during the period to which the item relates), then **you** will be considered as being the insurer for the difference and will bear a rateable share of the loss accordingly. The amount payable by **us** will be proportionately reduced.

If average does not apply at the time of the **damage**, the maximum amount payable will be the **sum insured** for that item.

3. Cancellation – our rights

We may cancel the policy or any section (or sub-section) by giving 30 days' notice in writing by registered letter to **you** at **your** last known address and in this case **you** will be entitled to a proportionate return of premium for the unexpired term of the policy (other than in circumstances where **we** invoke the Fraudulent claims condition).

Reasons **we** may decide to cancel **your** policy include if:

- a) there is a material change in **your business**;
- b) there is reasonable suspicion of fraud or where there has been a breach in **your** duty of fair presentation;
- c) the information that forms the basis of this contract changes;

General conditions

- d) **You** do not co-operate or supply information or documentation that **we** request which materially affects **our** ability to process the policy or **our** ability to defend **our** interests;
- e) following a survey at any of **your** properties or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;
- f) the premium has not been paid;
- g) there is threatening or abusive behaviour or threatening or abusive language, intimidation or bullying by **you** towards **our** staff or suppliers;
- h) you do not exercise **your** duty of care as required under the Maintenance and reasonable precautions condition contained in this policy and failing to put this right when **we** ask **you** by sending **you** seven days written notice to **your** latest address.

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

4. **Change in circumstances or alteration to the risk**

If **you** would like to make changes to **your** policy please contact **your** insurance agent.

If **you** are aware of any material changes to the information provided or if **you** become aware of any material changes **you** must tell **your** insurance agent about those changes. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **you** need to change the information **you** have given **us** please contact **your** insurance agent as soon as reasonably practicable on becoming aware of that change.

Examples where **we** would need **you** to notify **your** insurance agent of a change:

- If any sums insured **you** have declared to **us** have increased or decreased;
- There is a change to the **business you** undertake that **we** do not know about;
- **You** move premises or make alterations to the **premises you** occupy;
- The security and fire protections **you** have declared to **us** change;

These are just some examples and there may be other circumstances **we** would want **you** to tell **your** insurance agent about. If **you** are in any doubt, please contact **your** insurance agent directly as failure to notify **your** insurance agent of any changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

If **you** are unsure whether a change to the information **you** have given **us** is material please contact **your** insurance agent.

In addition **you** must notify **your** insurance agent of any alteration to the information provided at the start or renewal occurring during the **period of insurance** at which time **we** may apply an additional premium or other additional terms or conditions.

General conditions

5. Index linking (only applies if shown in your schedule)

a) Renewal

Where the schedule states that index linking applies, **we** will adjust the amounts insured to take into account movements in the appropriate index shown below.

- i) *Building and tenants improvements items*
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.
- ii) *Other items*
The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

NOTE: *If either of the above indices is not available, **we** may select a suitable alternative.*

In the event of a negative index **we** will retain **your** existing amounts insured, unless **you** advise **us** otherwise.

b) Claims

For claims settlement purposes (except Section A – Sub-section 2 - Business interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

6. Interest clause

We agree to automatically note the interest of any other party if requested to do so by **you**, to any of the **buildings** and which attached before the happening of any **damage**, but only to the extent that the interest is not otherwise insured and provided that their identity is disclosed in writing to **us** by **you** in the event of **damage**.

7. Maintenance and reasonable precautions

Unless otherwise agreed by **us**, **you** will at **your** own expense:

- a) take all reasonable precautions to prevent or reduce **damage**;
- b) cease any activity which may give rise to liability under this policy;
- c) maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
- d) exercise care in the selection and supervision of **employees**;
- e) remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require; and
- f) comply with all statutory requirements and other safety regulations imposed by any authority

General conditions

8. Remedies following a breach in your duty of fair presentation

Before this policy was entered into

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before this policy was entered into, then:

- a) where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i) **we would not have agreed to provide cover under this policy on any terms:**
we may avoid this policy and refuse all claims, but will return any premiums paid;
 - ii) **we would have agreed to provide cover under this policy but on different terms** (other than premium terms):
we may require that this policy includes those different terms with effect from its start; and/or
 - iii) **we would have agreed to provide cover under this policy but would have charged a higher premium,**
 - a. if the discovery of the breach arose because of a claim, at **your** option:
 - i. **we** will reduce proportionately the amount paid on a claim. **We** will pay only X% of what **we** would otherwise have been required to pay, where X = premium actually charged divided by the higher premium that would have been charged x 100; or
 - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for **your** breach of the duty of fair presentation, calculated from the start of the **period of insurance**.
 - NOTE: In the case of underinsurance option ii. is not available.
 - b. If the discovery of the breach did not arise because of a claim **you** must pay to **us** the additional premium that **we** would have charged, but for **your** breach of the duty of fair presentation, calculated from the start of the **period of insurance**.

Before a variation was agreed

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before any variation to this policy was agreed, then:

- a) If the breach was deliberate or reckless, **we** may terminate this policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:
 - i) **we would not have agreed to the variation on any terms:**
we may treat this policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;
 - ii) **we would have agreed to the variation but on different terms** (other than

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premium terms):

we may require that the variation includes those different terms with effect from the date the variation was made; and/or

- iii) **we would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
 - a. if the discovery of the breach arose because of a claim, at **your** option:
 - i. **we** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, **we** will pay only Y% of what **we** would otherwise have been required to pay, where $Y = \frac{\text{total premium actually charged}}{\text{premium that would have been charged}} \times 100$; or
 - ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.

NOTE: In the case of underinsurance option ii. is not available.

- b. If the discovery of the breach did not arise because of a claim, **you** must pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- iv) **where we would have agreed to the variation but on different terms and we would also have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did**
 - a. **we** may require that the variation includes those different terms with effect from the date the variation was made; and
 - b. before a variation was agreed b) iii) as shown above will also apply.

9. Survey

If **we** require a survey of the risk covered by this policy as a condition of providing cover but the survey has not been completed before the policy documents have been issued, **you** must comply with any risk improvements required as a result of the survey within the agreed time limits specified by **us**.

We reserve the right to cancel, suspend or alter the terms applying to any part of this policy for which cover has been provided if, as a result of the survey, the risk or any part of it is in **our** opinion unacceptable to **us**.

General conditions

10. Unoccupied property

A. Notification

We must be notified in writing by e-mail or letter as soon as practicable of any **unoccupied building** or **unoccupied** portion of a **building** that becomes occupied or any occupied **building** which becomes **unoccupied** or partially **unoccupied**.

B. Security

For an **unoccupied premises you** must take the following steps:

- i) the gas, electricity (other than power required for an intruder or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down (unless the central heating system is kept running to maintain a minimum temperature of 5 degrees centigrade) during the period 1st October to 31st March. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees centigrade;
- ii) **buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems;
- iii) the **premises** and yards must be clear of all waste materials and redundant contents;
- iv) the letter box must be permanently sealed shut or a non-combustible receptacle is permanently fixed to the letter box;
- v) the **premises** must be inspected both internally and externally at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the **buildings** and that compliance with conditions i) - iv) above continues.

Following a breach of **your** duty in A Notification above, and/or in complying with B – Security as described above, **we** will have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which will be paid by **you** if required.

11. Protections

We will not be liable for any **damage** by theft or attempted theft unless:

- a) all locks, fastenings, shutters and other methods of securing all means of access to the **premises** are fitted in accordance with the manufacturer's instructions and secured into their closed position whenever the buildings or area under **your** control are closed for **business**; and
- b) the following minimum security is installed at the **premises** and maintained in efficient working order while this policy remains in force:
 - i) all external doors at the **premises** and any internal doors which give access to any part of the building not occupied by **you** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621;
 - ii) where the doors are double leaf in addition to the mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf;

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- iii) any outward opening doors should, in addition to the above, have each hinge fitted with a hinge bolt;
- iv) all accessible opening windows, fanlights and skylights, including those accessible from decks, roofs, fire escapes or downpipes, must be fitted with key operated window locks, except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh.

12. Average waiver (optional – only applies if shown in your schedule)

- a) Average has been waived under this policy on the proviso that **you** carry out regular valuations utilising qualified RICS members at intervals of not more than 3 years and the sums insured are adjusted accordingly.
- b) If **you** do not carry out regular valuations as required in a) above then General condition 2 - Average will apply in the event of a claim.

13. Cooking equipment

Where **cooking equipment** is located within the **premises**:

- a) all **cooking equipment** must be installed, operated and maintained in accordance with the manufacturer's instructions;
- b) no **cooking equipment** using fats, oils or coals must be left without a competent person remaining continuously near the **cooking equipment**, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment while the heat source is operating;
- c) all equipment used for frying by immersing in fat or oil must be fitted with:
 - i) a cooking thermostat which prevents the temperature of fat or oil exceeding 205 degrees centigrade (401 degrees Fahrenheit);
 - ii) a separate high temperature limit thermostat without automatic resetting, which must be immersed in oil to ensure it works as required, to shut off the heat source if the temperature of fat or oil exceeds 225 degrees centigrade (440 degrees Fahrenheit), and
gas heated equipment is additionally fitted with a flame failure cut-off device;
- d) an emergency shut-down device for the fuel supply and the extraction system is fitted in a position remote from the **cooking equipment**;
- e) all **cooking equipment** including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **buildings**;
- f) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them;
- g) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month;
- h) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned in accordance with the "HVCA Guide to Good Practice TR/19 - Internal Cleanliness of Ventilation Systems" by a **qualified contractor**, who must provide a

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written report with photographs to evidence the condition of the ductwork before and after cleaning, together with the removal of all greasy and oily deposits and other waste materials, at least annually or at a frequency recommended by a **qualified contractor**;

- i) if the entire internal areas of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within six months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within thirty days of the inception of this insurance or the addition of this condition, and at least annually after that or at a frequency recommended by a **qualified contractor**;

14. **Intruder Alarm Condition. This condition only applies to your policy if Alarm Subjectivity endorsements MSASH016, MSASH017 or MSASH018 are listed in your schedule**

Applicable to Section A – Automatic cover, Section B – Buildings and Section E – All Risks

Additional definitions applicable to this condition

Intruder alarm system

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

Key holder

You or any person authorised by **you** who is available at all times to accept notification of faults or alarm signals to the **intruder alarm system**, attend and allow access to the **premises**.

The following is a condition of the insurance that **you** need to meet as **your** part of the contract to which this condition attaches. If **you** do not meet this condition, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

You must ensure that:

- a) the **premises** are protected by an **intruder alarm system** designed to either British Standard BS4737 or EN50131 (including where stipulated by **us** the Local Policy Authority British Standard BS8243 or DD243:2004), and
- b) the **intruder alarm system** referred to in a) above is installed and maintained by either:
 - i) an installation company which is either approved by:
 - a. the NSI (National Security Inspectorate); or
 - b. SSAIB (Security Systems and Alarm Inspections Board)and accredited to BS EN ISO 17065: 2012 and BS EN ISO 17021: 2006: or
 - ii) installed as described in i) above but maintained by **you** with **our** prior approval as detailed in **your** statement of fact.
- c) Where remote alarm signalling is in operation the signal transmission must be transmitted to an alarm receiving centre fully compliant with either BS5979 or BS EN 50518 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000.
- d) there is no alteration to or substitution of:
 - i) any part of the **intruder alarm system**;
 - ii) the structure of the **premises** or changes to the layout of the **premises** which would

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affect the effectiveness of the **intruder alarm system**;

- e) the alarmed **premises** must not be left unattended without **our** agreement:
 - i) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation;
 - ii) if the police have withdrawn their response to alarm activations;
- f) **you** must maintain secrecy of codes for the operation of the **intruder alarm system** and detail of codes and all keys to the **intruder alarm system** must be removed from the **premises** when the **premises** are left unattended;
- g) **you** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company and either the police or the alarm receiving centre;
- h) in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication including one or both alarm transmission systems for dual signalling systems during any period the **intruder alarm system** is set a **key holder** must attend the **premises** as soon as reasonably practicable;
- i) in the event of **you** receiving any notification;
 - i) the police attendance in response to alarm signals/calls 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 must advise **us** as soon as possible and comply with any resulting requirements stipulated by **us**.

Claims conditions

1. Arbitration

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Whether **we** or **you** bear the costs of the arbitration, or these are shared by **us** and **you** will be determined at the discretion of the arbitrator. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case, this will not affect **your** right to take action against **us** over the disagreement.

2. Claims co-operation

You must provide all help and assistance and co-operation required by **us** in connection with any claim.

3. Claims procedures

Things **you** must do:

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

- a) **You** must notify **us** as soon as reasonably practicable giving full details of what has happened.
- b) **You** must provide **us** with any other information **we** may require.
- c) **You** must forward **us** as soon as reasonably practicable, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- d) **You** must inform the police as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- e) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- f) **You** must take, or allow others to take, practical steps to prevent further **damage** or **bodily injury**, recover property lost and otherwise minimise the claim.

4. Discharge of liability

Where in **our** opinion, the **limit of liability** or the **sum insured** of any claim may exceed the available **limit of liability** or **sum insured** **we** will be entitled at **our** discretion, to discharge **our** liability by paying the available **limit of liability** or **sum insured** to **you** or on **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

5. Excess

Where stated in the schedule **you** will be responsible for paying an **excess** in relation to each claim made by **you** under this policy.

6. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** may:

Claims conditions

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) also have the option to cancel the policy from the date of the discovery of the fraud;
and
- d) keep any premium paid to **us**.

This will not affect claims already made unless they too were fraudulent.

If **your** policy covers more than one insured and a fraudulent claim is made by one of those insureds, **we** will treat that claim in accordance with the above, but the rights of the other insured(s) under the policy will not be affected.

7. Multiple insureds

The most **we** will pay is the relevant amount shown the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that if there is more than one insured named in the schedule the first named insured is authorised to receive all notices and agree any changes to the policy.

8. Other insurance

If the **damage** or liability being claimed for under this policy is covered by any other insurance **we** will not pay more than **our** proportionate share.

9. Salvage

We may enter the **premises** where **damage** has occurred and take possession of or require to be delivered to **us** any **property insured** and deal with it in a reasonable manner but the property may not be abandoned to **us**.

10. Subrogation

We are entitled to:

- a) take over and conduct the defence or settlement of any claim in **your** name or on **your** behalf at **our** discretion;
- b) take steps to enforce rights against any other party before or after payment is made by **us**.

General exclusions (what is not covered)

This policy does not cover the following.

1. **Asbestos** *Not applicable to Section A - sub-section 10 - Employers' liability*

any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos containing materials.

2. **Cyber terrorism**

digital or cyber risks, that is:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
- i) the alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes stores transmits or receives **data** or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii) any alteration, modification, distortion, erasure or corruption of **data** processed by any computer or other equipment or component or system or item;

whether **your** property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack,**

or

- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to, by, or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack.**

3. **Date recognition**

damage caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

But **we** will cover later **damage** resulting from an insured cover, providing **damage** is covered elsewhere in the policy.

4. **Excess**

we will not cover the **excess** shown in **your** schedule.

5. **Northern Ireland - civil commotion**

civil commotion in Northern Ireland. **Damage** is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the **damage**.

General exclusions (what is not covered)

6. Radioactive contamination

bodily injury, disablement or **damage** to any property, or any resulting loss or expense or any legal liability caused by, contributed to or arising from:

- a) ionising radiations from 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components ; or
- c) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when those isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

When applying to Section A - sub-section 10 – Employers liability this exclusion will only apply to an **employee** when **you** have, under a contract of agreement agreed to:

- i) cover another party; or
- ii) assume the liability of another party,

for **bodily injury**.

7. Terrorism

damage or financial loss or expense, occasioned by or happening through or following **terrorism**. In any action suit or other proceedings where **we** allege that any **damage** is not covered by this policy the burden of proving that **damage** is covered will be upon **you**.

This exclusion will apply to all sections of this policy, other than Section A - sub-section 10 - Employers' liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to **employees** and provided that the maximum limit for any one loss or series of losses arising from one source or original cause will not exceed **£5,000,000**.

8. War

any event which is the result of any of the following, or anything connected with any of the following, whether or not the event has been contributed to by any other cause or event:

- a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack;
 - i) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
 - ii) by military, naval or air forces, or any other armed forces or militia; or
 - iii) by an agent of any government, power, authority or force;

General exclusions (what is not covered)

- b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;

This exclusion will not apply to **damage** or **consequential loss** occasioned by the detonation of munitions of war or their parts within one thousand metres of the **premises** provided that the presence of munitions does not result from a state of war current at the time of detonation.

- c) insurrection, rebellion, or action taken by government authority in hindering, combating, or defending against an occurrence, seizure or destruction.

9. **Virus Disease Epidemic and Pandemic Exclusion** *Not applicable to Section A Sub-Section 9 Public and products liability, Sub-Section 10 Employers' liability*

any liability, **damage**, loss (including but not limited to **consequential loss**) or any costs or expenses of any kind in any way caused by or resulting from:

- a) any Coronavirus (including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2));
- b) any Coronavirus disease (including but not limited to COVID-19);
- c) any mutation or variation of a) above;
- d) any infectious disease that is designated or declared an epidemic by any competent government, local authority or other body with such authority or a pandemic by the World Health Organisation;
- e) any fear or threat of a), b), c) or d) above.

This exclusion shall apply regardless of any provision to the contrary within the policy or any endorsement. For the avoidance of doubt, this means that this exclusion shall override any provision to the contrary contained within the policy or any endorsement.

Section A – Automatic Cover

Sub-section 1 – General contents and stock

Additional definitions (What words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Excess

The amount for which **you** are responsible for each claim or loss as specified in the schedule, by an attaching endorsement or within the policy for **Insured events** other than 1, 2 or 3.

Insured events

1. Fire, lightning, explosion of boilers of gas used for domestic purposes only;
2. Explosion;
3. Aircraft or other aerial devices or articles dropped from them;.
4. Earthquake;
5. Riot, civil commotion, strikers, locked-out workers or person taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation;
6. Malicious damage;
7. Storm or flood;
8. Escape of water from any tank, apparatus or pipe;
9. Impact by any road vehicle or animal;
10. Theft or attempted theft;
11. Accidental damage.
12. Subsidence.

Personal Possessions

Household contents at the **premises** comprising of household goods, works of art, audio and visual equipment, clothing, luggage ,sports equipment, gold and silver articles, watches, jewellery, cups, trophies or furs.

What is covered

We will pay for **damage** to the **property insured** used in connection with the **business** at the **premises** by any of the **insured events** occurring during the **period of insurance**.

Limit of liability (what we will pay)

We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the Basis of claims settlement condition applicable to this sub-section.

The amount **we** will pay will not exceed the **sum insured** stated in the schedule for each item insured. However, for **specified goods**, unless otherwise agreed and stated in the schedule the **sums insured** are as follows:

- | | | |
|----|---|------------------------------|
| a) | tobacco, cigarettes, cigars | £500 for any one loss |
| b) | wines, fortified wines and spirits | £500 for any one loss |
| c) | jewellery, watches, precious metals or stones | £500 for any one loss |
| d) | audio and visual equipment | £500 for any one loss |
| e) | DVD's, CD's and computer games | £500 for any one loss |

Section A – Automatic Cover

Additional Cover – provided as standard

1. Blinds, awnings, canopies and signs

We will pay for **damage** to external blinds, awnings, canopies and signs for which **you** are responsible up to **£1,500** for any one loss.

2. Cash registers and scales

We will pay for **damage** (other than mechanical or electrical breakdown or disturbance in order, arrangement or functioning) to cash registers and scales provided that the property has been included in the **sum insured** for **general contents**.

3. Clearing of drains

We will pay for expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which **you** are responsible as a result of **damage** under this sub-section.

The maximum **we** will pay is **£5,000** for any one loss.

4. Customers goods

If **you** have intimated to **your** customers that **you** have accepted responsibility for **damage** to their goods or goods for which they may be legally responsible and which are temporarily in **your** custody and control, **we** agree that all goods will be considered insured by this policy as **stock** unless they are more specifically insured elsewhere.

5. Exhibitions and trade fairs

We will pay for **damage** to the **property insured** for a period not exceeding 15 consecutive days whilst at any exhibition or trade fair premises and while in transit to and from them in the **territorial limits**.

The maximum **we** will pay is **£5,000** for any one loss.

We will not cover theft or attempted theft from unattended vehicles.

6. Fire brigade charges

We will pay for the costs **you** incur charged by the local authority for extinguishing fire or fire-fighting provided that these costs are necessary and reasonable.

The maximum **we** will pay is **£5,000** in any one **period of insurance**.

Section A – Automatic Cover

7. Fire brigade damage to gardens

We will pay for costs necessarily incurred in reinstating or repairing landscaped gardens and grounds following **damage** caused by fire brigade equipment or personnel attending the **premises** to combat fire.

The maximum **we** will pay is **£10,000** in any one **period of insurance**.

We will not cover:

- i) the cost of movement of soil with the exception of soil necessary for surface preparation;
- ii) the failure of trees, shrubs or turf to become established following planting or replanting;
- iii) the failure of seed to germinate.

8. Fire extinguishing expenses and alarm resetting expenses

We will pay the costs incurred by **you** for refilling, recharging or replacing any:

- a) portable fire extinguishing appliances;
- b) local fire suppression system;
- c) fixed fire suppression system;
- d) sprinkler installation; and
- e) sprinkler heads,

solely because of insured **damage**.

For this cover to operate the equipment described in a)-e) above must be maintained in accordance with the manufacturer's instructions.

We will also pay for the costs **you** incur in resetting fire and intruder alarms and closed circuit television systems.

Costs recoverable from the maintenance company or the fire service are excluded from this cover.

9. Loss of metered services

We will pay for charges that **you** are responsible for, if water, electricity, heating oil or gas is accidentally discharged from a metered system providing service to the **premises**. The maximum **we** will pay is **£25,000** for any one loss.

General condition 2. Average does not apply to this cover.

We will not pay **you** for the charges **you** are responsible for if the **premises** are **unoccupied**.

Section A – Automatic Cover

10. Lottery equipment

We will pay for **damage** to lottery equipment, for which **you** are responsible provided the property has been included in the **general contents sum insured**.

11. Other locations

We will pay for **damage** to **general contents** and **stock** from the **insured events** of this sub-section whilst at the homes of directors or **employees** anywhere within the **territorial limits** and whilst in transit to and from any buildings. The maximum **we** will pay is **£5,000** for any one loss and a total maximum of **£10,000** in any one **period of insurance**.

12. Outside catering

We will pay for **damage** to **stock** and **general contents** occurring in any building where **you** are providing outside catering. The maximum **we** will pay is **£2,000** any one loss.

13. Personal possessions

We will pay for **damage** to:

- a) pedal cycles and other **personal possessions** belonging to any guest, partner, director or **employee** of **yours**;
- b) **personal possessions** belonging to **you** or a member of **your** family residing at the **premises**.

Provided that the following levels of security are in operation whenever the **premises** occupied by **you** or a family member for residential purposes are left unattended:

- i) the final exit door is fitted with either
 - A. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conforms to BS 3621; or
 - B. a rim latch deadlock that conforms to BS 3621
- ii) aluminium or UPVC framed doors or accessible windows are fitted with integral cylinder key operated mortice deadlocks

However:

- i) **we** will not pay for the cost of replacing any undamaged item or part of item that forms part of a matching set or suite;
- ii) **we** will only provide cover where there is no other insurance cover in force; and
- iii) **we** will pay up to **£1,500** for any one person, for any one loss of an article, collection, pair or set other than for pedal cycles where the limit is **£150** for any one loss.

Section A – Automatic Cover

14. Portable equipment away from the premises

We will pay for **damage** to equipment that is designed to be carried on or by a person consisting of:

- a) laptops, palmtops notebooks and tablet personal computers;
- b) personal digital assistants and smartphones;
- c) removable vehicle satellite navigation systems and digital cameras;
- d) printers, projectors, broadband modems and other devices which connect to other portable computer equipment

anywhere within the European Union, the Isle of Man, the Channel Islands, Iceland, Norway and Switzerland.

But **we** will not cover:

- i) **damage** caused by theft or attempted theft
 - A) from any unattended vehicle where all doors and windows have not been locked;
 - B) from a vehicle not garaged in a locked building or secured in a fully enclosed yard or compound when left overnight;
 - C) where **you**, **your** partners or any **employee** is involved;
- ii) **damage** whilst kept in an **unoccupied** property, unless kept in a locked safe, drawer or cupboard;
- iii) **damage** whilst in an airport or aircraft unless carried as hand luggage

The maximum **we** will pay is **£2,500** for any one loss after the application of the **excess** which will be **£250**.

15. Professional fees

We will pay for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property insured** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item including fees insured by this additional cover is the item **sum insured** shown in **your** schedule.

16. Radio and television masts

We will pay for **damage** to radio and television receiving aerials satellite aerials and their fittings or masts at the **premises**.

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17. Removal of debris

We will pay for the costs necessarily incurred by **you** with **our** written consent in:

- a) removing the debris from;
- b) dismantling or demolishing;
- c) shoring up or propping; and
- d) boarding up,

the portion or portions of the **damaged property insured**.

We will not cover costs or expenses:

- i) incurred in removing debris except from the site of the **damaged property insured** and the area immediately adjacent to the site;
- ii) arising from **pollution or contamination** of property not covered by this sub-section.

The maximum **we** will pay for any loss is **£25,000**.

18. Seasonal stock increase

Any **sum insured** for **stock** is increased in each **period of insurance** by:

- a) 30% for the months of November, December and January; and
- b) 30% for a period of 14 days before and after any bank holiday where it does not fall within November, December or January.

19. Temporary removal

We will pay for **damage** to **general contents** whilst temporarily removed for cleaning, renovation, repair or similar purposes and to deeds, documents and plans whilst temporarily removed elsewhere and in transit within the **territorial limits** from the **insured events** of this sub-section. The maximum **we** will pay is 20% of the **sum insured** shown for **general contents** in the schedule for any one loss or **£100,000**, whichever is the lesser amount.

However, **we** will not cover:

- a) motor vehicles and motor chassis licensed for normal road use; or
- b) property more specifically insured.

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20. Theft damage to buildings

The insurance provided by this sub-section is extended to include cover for **damage to buildings** for which **you** are liable (not otherwise insured by this policy) caused by theft or attempted theft.

The maximum **we** will pay is **£25,000** in total in any one **period of insurance**.

21. Theft of garden furniture and ornaments

We will pay for theft of garden furniture, ornamental stones or fountains owned by **you** or for which **you're** responsible from the **premises**. The maximum **we** will pay is **£3,000** for any one loss.

22. Theft of keys

We will pay the reasonable costs necessarily incurred in replacing external door locks at the **premises** following the loss of keys by:

- a) theft from the **premises** or registered office or from the home of; or
- b) theft following hold-up whilst the keys are in the personal custody of, **you** or any principal, director, partner or **employee** authorised to hold keys.

The maximum **we** will pay in any one **period of insurance** is **£2,500**.

Provided that safe keys are:

- i) kept in a secure place away from the safe when **your premises** is occupied by **you** or any director, partner or **employee** of **yours**;
- ii) removed from **your premises** overnight if not occupied by **you** or any director, partner or **employee** of **yours**.

23. Third party storage locations

We will pay for **damage to general contents** or **stock** from the **insured events** of this sub-section whilst at third party storage locations within the **territorial limits**. The maximum **we** will pay is **£5,000** at any one location and **£20,000** in any one **period of insurance**.

24. Trace and access

We will pay for the reasonable costs incurred in locating the source of an escape of water or fuel from any tank, apparatus or pipe on the **premises** and subsequent making good of **damage** caused as a result of locating the source. The maximum **we** will pay is **£50,000** for any one loss.

25. Undamaged stock and loss on re-sale

In the event of:

- a) undamaged **stock** deteriorating and/or being condemned or otherwise becoming unusable; or
- b) the enforced sale of **stock** which **you** are obliged under contract to accept from any other

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party but are unable to use,

resulting solely from **damage** covered under this sub-section, **we** will cover the amount of the loss incurred by **you** less the value of any salvage.

26. **Underground services**

We will pay for accidental **damage** not otherwise excluded to underground water, gas, oil, drain or sewer pipes and underground electricity or telephone cables which extend from the **premises** to the public mains and for which **you** have responsibility for repair or reinstatement.

27. **Value added tax (VAT) cover**

We will pay for VAT, paid by **you**, which is not recoverable. Provided that:

- a) **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage**;
- b) **we** have paid or have agreed to pay for the **damage**;
- c) **our** liability does not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT; and
- d) **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this policy and at each subsequent renewal date.

For the purpose of any average condition, reinstatement costs will be exclusive of VAT.

Our liability may exceed the **sum insured** for the **property insured** where the excess amount is solely for VAT.

Conditions (Action you or we must take)

Included here are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim or a claim payment may be reduced.

1. **Automatic reinstatement of sum insured**

Following **damage**, the sums insured by this policy will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided that following reinstatement **you** will:

- a) pay any additional premium as may be requested for reinstatement from the date of reinstatement; and
- b) apply any additional protective devices at the **premises** which **we** may reasonably require.

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2. Basis of claims settlement

Computer Records

We will pay for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing computer records and not for the value to **you** of the information contained in them and **we** will not cover any expenses in connection with the production of information to be recorded in computer records up to a maximum of **£10,000** for any one loss and in total in any one **period of insurance**.

Indemnity

The basis upon which **we** will calculate the amount **we** will pay for any claim for pedal cycles and personal effects and **stock** will be:

- a) the cost of replacement or repair of the property **damaged**, to a condition as good as, but not better or more extensive than, its condition immediately before the **damage**, or at **our** option:
- b) the reduction in value of the **property insured**.

Reinstatement

following **damage** to the **property insured**, except for professional fees, debris removal, pedal cycles and personal effects, computer records and **stock**, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the reinstatement of the property **damaged**, provided that:

- a) where the **property insured** is:
 - i) lost or destroyed, **we** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
 - ii) **damaged**, **we** will pay for the replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the property has been completely destroyed.

- b) The work of reinstatement:
 - i) may be carried out on another site and in a manner suitable to **your** needs.
However, **our** liability must not be increased.
 - ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this sub-section in any one **period of insurance** will not exceed:

- a. the **sum insured** on each item; or

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b. the total **sum insured**; or

any other maximum amount payable or the **limit of liability** specified in this sub-section or the schedule.

3. **Contract price**

If a sale contract is cancelled entirely due to **damage** to **stock** sold by **you** that is not delivered and is still **your** responsibility the amount **we** will pay **you** will be based on the contract price. The value of all **stock** where the sale contract is cancelled following **damage** will also be settled on this basis.

4. **Designation**

For the purpose of determining the heading under which any property is insured **we** agree to accept the designation under which property has been entered in **your** books.

5. **Stock racking**

All stock stored below ground level or in basements must be raised on racking, stillages, pallets or the like to allow at least 150 millimetres of air space between the stock and floor level and further all stock on the ground level should be similarly raised to allow at least 100 millimetres of air space between the stock and floor level.

6. **Subrogation waiver**

Following a claim under this sub-section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against:

- a) any company standing in 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 law at the time of the **damage**.

7. **Waste**

You must ensure that:

- a) all oily and/or greasy waste and used cleaning cloths which remain in the **buildings** overnight are kept in metal receptacles with metal lids and removed from the **building** at least once a week;
- b) all combustible trade waste and refuse is:
 - i) swept up daily and kept in bags or bins; and
 - ii) are removed from the **buildings** every night; and
 - iii) removed from the **premises** at least once a week;

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8. **Workmen and alteration to the premises or business**

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but **we** have accepted this insurance on the basis of information supplied and cover under this policy will cease if:

- a) there are changes to the **premises**, the building in which it is located or to the **business** which may increase the risk of **damage**, liability, accident or **bodily injury**;
- b) there are changes in the occupancy or use of the **premises**;
- c) **your** interest in the **premises** or the **business** ceases; or
- d) the **business** is wound up, carried on by a liquidator or receiver or permanently discontinued

unless **you** have notified **us** within a reasonable time and **we** have agreed to these changes in writing.

What is not covered

We will not cover **you** for:

1) **Boiler explosion**

damage caused by or consisting of the bursting of a boiler, economiser vessel machine or apparatus in which internal pressure is due to steam only, belonging to or under **your** control, other than a boiler used for domestic purposes only, but this will not exclude further **damage** which itself results from a cause not otherwise excluded.

2) **Consequential loss**

- a) consequential loss of any kind or description except loss of rent payable if insured by this section; or
- b) fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for.

3) **Excess**

the **excess**.

4) **Fraud or disappearance**

damage caused by or consisting of:

- a) acts of fraud or dishonesty by **you** or by any director, partner or **employee** of **yours**; or
- b) disappearance or unexplained loss of inventory, shortage, misfiling or misplacing of information or shortages due to error or omission; or
- c) the voluntary parting with title or possession of any **property insured** if induced by any fraudulent scheme, trick, device or false pretence.

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5) Gradually operating causes and other risks

damage caused by or consisting of:

- a) gradual deterioration, frost, wear and tear; or
- b) an existing or hidden defect or the **property insured's** own faulty or defective design or materials; or
- c) change in water table level except for subsidence, ground heave or landslip; or
- d) faulty or defective workmanship, operational error or omission on **your** part or any of **your employees**; or
- e) the correction of defects in design or any associated costs and expenses; or
- f) collapse or cracking of **buildings** or structures unless resulting from a cause not otherwise excluded; or
- g) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects; or
- h) change in temperature, colour, flavour, texture or finish;

However, **we** will cover **you** for any following **damage** which results from a cause not otherwise excluded.

6) Machinery or electrical breakdown

damage caused by or consisting of:

- a) nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and connecting feed piping; or
- b) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but this will not exclude:

- i) **damage** not otherwise excluded which itself results from an **insured event** or any other accidental cause;
- ii) any following **damage** which itself results from a cause not otherwise excluded.

7) Marine Impact

damage caused by or arising from impact to any **property insured** by any waterborne vessel or craft.

8) Pollution and contamination

damage caused by **pollution**.

However, **we** will cover **you** for **damage**, not otherwise excluded, to the **property insured** caused by:

- a) **pollution** which results from an **insured event**;

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- b) an **insured event** which results from **pollution**.

9) **Processes**

damage caused by or consisting of:

- a) fire resulting from the **property insured** undergoing any heating process or any process involving the application of heat; or
- b) (other than by fire or explosion) resulting from the **property insured** undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

10) **Property**

A. damage to:

- a) vehicles licensed for road use, (including accessories their) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft; or
- b) land, (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining property underground or off-shore property; or
- c) livestock including but not limited to horses, cattle, sheep, pigs, poultry and eggs; or
- d) growing crops, trees or plants, other than cover provided under additional cover 7. Fire brigade damage to gardens; or
- e) above ground transmission and distribution lines and their supporting structures, other than property within 250 metres of any **premises**; or
- f) money, cheques, stamps, bonds, credit cards or securities of any description; or
- g) property or structures in the course of construction or erection and associated materials or supplies in the course of construction or erection; or
- h) property in transit, other than the cover provided under the Additional cover 26 Temporary Removal, provided that the **damage** is not caused by or happening through defective or inadequate packing; or
- i) a public highway, unless **your** property or for which **you** are responsible.
- j) china, earthenware, marble or other fragile objects (not including **stock**);

B. damage to:

jewellery, precious stones, gold and silver articles, precious metals, watches, furs, curiosities, works of art or rare books, explosives or non-ferrous metals, bullion.

C. damage to:

property which at the time of the happening of the **damage** is insured by or would but for the existence of this policy, be insured by any marine policy or policies other than for any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

D. damage to:

any property more specifically insured by you or on **your** behalf.

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11) **Property in the open**

damage to:

- a) moveable property in the open, fences and gates; or
- b) open-sided **buildings** or **property insured** in them

caused by wind, rain, hail, sleet, snow, sand, dust, flood or freezing.

12) **Subsidence**

Damage caused by:

- a) or consisting of the bedding down of new structures or by the settlement or movement of made-up ground or by coastal or river erosion; or
- b) subsidence, ground heave or landslip which started before the beginning of this cover; or
- c) caused by or consisting of subsidence, ground heave or landslip to roads, driveways, yards, footpaths, car-parks or forecourts;
- d) demolition, construction, structural alterations or repair of any property at the **premises**; or
- e) caused by groundworks or excavation at the **premises**.

13) **Theft**

damage caused by theft or attempted theft:

- a) by any person lawfully in the **premises**;
- b) from any building or part of any building not capable of being locked;
- c) when entry is not gained or exit is not made by forcible or violent means;
- d) if the **building** is **unoccupied**, unless agreed otherwise by **us**;
- e) from unattended vehicles.

14) **Unoccupied buildings**

damage while the **building** is **unoccupied** caused by:

- a) escape of water from any tank, apparatus or pipe
- b) malicious persons;
- c) accidental escape of water from any automatic sprinkler system caused by freezing;

However, **we** will cover **you** for **damage** caused by a) above which directly results from fire or explosion.

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Sub-section 2 – Business interruption

Additional definitions

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Annual rent receivable

The **rent receivable** during the 12 months immediately before the date of the **damage**.

Declaration

A declaration of the **gross revenue** earned during the financial year most nearly concurrent with the **period of insurance** (plus any increase by the amount by which the **gross revenue** may have been reduced during the financial year solely following a loss giving rise to a claim for loss of **gross revenue**) which must be:

- i) provided to **us** not later than six months after the expiry of each **period of insurance**; and
- ii) confirmed by **your** professional accountants.

Estimated revenue

The amount **you** declare to **us** as representing the revenue which **you** anticipate will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (proportionately increased where **the maximum indemnity period** exceeds 12 months).

Gross revenue

The money paid or payable to **you** for the work done or services rendered in the course of the **business** (net of discounts allowed) but excluding **rent receivable**.

Indemnity period

The period beginning with the loss and ending not later than the **maximum indemnity period** after that during which the results of the **business** will be affected following the loss.

However for the Notifiable disease additional cover the following definition applies:

the period during which the results of the **business** will be affected following the loss, discovery or accident beginning:

- a) in the case of a) and d) with the date of the loss or discovery; or
- b) in the case of b) and c) with the date from which the restrictions on the **premises** are applied and ending not later than the **maximum indemnity period** after that.

For the Lottery win by your employees additional cover the following definition applies:

the period during which the **business** results are affected due to an **employee** or group of **employees** resigning from their posts within **your business** as a direct result of their securing a win in a **lottery**, starting from the date of their first departure.

Lottery

- a) UK National Lottery prize draws including scratchcards.

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- b) UK National Football Pools (Littlewoods and Vernons).
- c) Euro Millions lottery.
- d) Irish National lottery.
- e) UK Premium Bond prize draws.

Maximum indemnity period

The **indemnity period** stated in the schedule, other than under

- a) the Loss of Attraction, Notifiable Disease, Lottery win by your employees, Prevention of access and Prevention of access – non damage additional covers where it is 3 months.
- b) the alternative accommodation additional cover where it is 24 months
- c) the rent of residential property additional cover where it is 36 months.

Notifiable disease

Injury or illness sustained by any person resulting from:

- a) food or drink poisoning; or
- b) any human infectious or human contagious disease as specified below an outbreak of which the competent public authority has stipulated will be notified to them.

Acute encephalitis;	Acute poliomyelitis;
Anthrax;	Chicken pox;
Cholera;	Diphtheria;
Dysentery;	Legionellosis;
Legionnaires Disease;	Leprosy;
Leptospirosis;	Lyme Disease;
Malaria;	Measles;
Meningitis;	Meningococcal septicaemia;
Mumps;	Ophthalmia neonatorum;
Paratyphoid fever;	Plague;
Rabies;	Rubella;
Scarlet fever;	Smallpox;
Tetanus;	Tuberculosis;
Typhoid fever;	Viral hepatitis;
Whooping cough;	Yellow fever;

Rent receivable

The money paid or payable to **you** by tenants for accommodation and services provided in the course of the **business** at the **premises**.

Standard rent receivable

The **rent receivable** during that period in the 12 months before the date of the **damage** which corresponds with the **indemnity period**.

We will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

Standard revenue

The revenue during that period in the 12 months before the date of the **damage** which corresponds with the **indemnity period**. **We** will adjust the figures as necessary to provide for

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the trends or special circumstances affecting the **business** before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

What is covered

For each item in the schedule, **we** will pay **you** for any interruption or interference with the **business** resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business** occurring during the **period of insurance** caused by an **insured event** as defined under Section A sub-section 1 and provided that **damage** is not excluded under Section A, sub-section 1.

The maximum **we** will pay for any one loss is:

- a) 133⅓% of the **estimated revenue**;
- b) for any other Item – 100% of the **sum insured** stated in the schedule or any specific limit stated in this section, whichever is the lower;
- c) in total during the **period of insurance** -
 - i) 133⅓% of the **estimated revenue**;
 - ii) for any other Item – 100% of the **sum insured** stated in the schedule or any specific limit stated in this section, whichever is the lower;

Property cover

We will not provide **you** with any cover under this sub-section unless:

- a) there is in force at the time of the **damage**, an insurance policy covering **your** interest in the **property insured** at the **premises** for the **damage**; and
- b)
 - i) payment has been made or liability admitted for the **damage**; or
 - ii) payment would have been made or liability would have been admitted for **damage** but for the exclusion of losses below a stated amount.

Claims - basis of settlement A – Loss of revenue

The insurance by this item is limited to loss of **gross revenue** due to:

- a) reduction in **gross revenue**; and
- b) increase in cost of working,

and the amount payable will be:

1. for reduction in **gross revenue**, the amount by which the actual **gross revenue** during the **indemnity period** will because of the **damage** fall short of the **standard revenue**;
2. for increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** because of the **damage** but not exceeding the amount of reduction in **gross revenue** avoided,

less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced because of the **damage**.

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Claims - basis of settlement B – Additional cost of working

The insurance by this item is limited to additional cost of working due to additional expenditure and costs necessarily and reasonably incurred in order to minimise any interruption or interference with the **business** during the **indemnity period** but not exceeding the **sum insured** stated in the schedule.

Claims - basis of settlement C – Rent receivable

The insurance by this item is limited to loss of **rent receivable** due to:

- a) reduction in **rent receivable**; and
- b) increase in cost of working,

and the amount payable will be:

1. for reduction in **rent receivable**, the amount by which **rent receivable** during the **indemnity period** will following the **damage** fall short of the **standard rent receivable**;
2. for increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period** following the **damage** but not exceeding:
 - a. the amount of reduction in **rent receivable** avoided;
 - b. plus 25% of the **sum insured** by this item (but not more than **£250,000**),

less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced because of the **damage**.

However, if the **sum insured** by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

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Additional cover – provided as standard

We will pay **you** for:

1. **Alternative Accommodation**

the reasonable expenditure **you** incur to provide comparable accommodation to **you** or any member of **your** family permanently residing at the **premises** at the time of the **damage** including any incidental removal costs and expenses.

We will not cover:

- a) any costs incurred without **our** consent;
- b) any costs payable once the **premises** become habitable again or for longer than the **indemnity period** of 24 months from the date of **damage**, whichever is sooner.

The maximum **we** will pay for any one loss is **£25,000**.

2. **Boilers**

consequential loss following **damage** to boilers or other equipment in which internal pressure is due to steam only on the **premises**.

3. **Failure of utilities**

consequential loss following any **damage** arising at any:

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

from which **you** obtain electricity, gas, water or telecommunications services, all in the **territorial limits**.

This additional cover does not cover;

- i) **consequential loss** brought about by the deliberate act of any supply authority nor by the exercise of any authority of its power to withhold or restrict supply or by drought; or
- ii) telecommunications where the failure is for a period of less than 24 hours; or
- ii) electricity, gas or water where the failure is for a period of less than 4 hours.

The maximum **we** will pay for any one loss is **£250,000**.

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4. Loss of attraction

consequential loss as a result of **damage** to property within a 1 mile radius of **your premises** not covered by any prevention of access cover, that reduces the **turnover you** would have received but for the **damage**.

The maximum **we** will pay in any one **period of insurance** is **£50,000** and the **maximum indemnity period** of 3 months.

5. Lottery win by your employees

any additional expense **you** incur to prevent or limit a reduction in income during the **indemnity period** due to an **employee** or group of **employees** resigning from their posts within **your business** as a direct result of their securing a win in a **lottery**, including but not limited to:

- a) recruitment and additional overtime costs; and
- b) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not cover **you** unless:

- i) the **employee** or group of **employees** resign within fourteen days from the date of the successful **lottery** win; and
- ii) the amount won by any one **employee** is not less than **£100,000**.

We will not pay under this additional cover more than **£50,000** in any one **period of insurance**.

6. Notifiable disease, vermin, defective sanitary arrangements, murder and suicide

consequential loss following:

- a)
 - i. any occurrence of a **notifiable disease** at the **premises** or due to food or drink supplied from the **premises**;
 - ii. any discovery of an organism at the **premises** likely to result in the occurrence of a **notifiable disease**;
- b) the discovery of vermin or pests at the **premises**;
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises**; or
- d) any murder or suicide at the **premises**.

which causes restrictions on the use of the **premises** on the order of the competent local authority

Conditions

1. For the purpose of this additional cover **premises** will mean only those locations stated in the **premises** definition. If this policy includes an additional cover which deems **damage** at other locations to be insured, the additional cover will not apply to this additional cover.

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2. **We** will not be liable for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
3. **We** will only be liable for the loss arising at those **premises** which are directly affected by the loss, discovery or accident.

The maximum **we** will pay in any one **period of insurance** is **£50,000** and the **maximum indemnity period** is 3 months.

7. **Prevention of access**

consequential loss as a result of **damage** to property within the a one mile radius of the **premises** which prevents or hinders the use of the **premises** or access to it.

The maximum **we** will pay in any one **period of insurance** is **£50,000** and the **maximum indemnity period** is 3 months.

8. **Prevention of access – non damage**

your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by an incident (other than as provided for in Additional Cover 7 Prevention of access) within a one mile radius of **your premises** which results in a denial of access or hindrance in access to **your premises** during the **period of insurance**, imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.

The maximum **we** will pay in any one **period of insurance** is **£50,000** and the **maximum indemnity period** is 3 months.

9. **Professional accountants**

The reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of this policy and reporting that the particulars or details are in accordance with **your** books of account or other business books or documents.

The amount payable under this additional cover together with the amount payable under this subsection will not exceed the **limit of liability**.

10. **Rent of residential property**

loss of rent including the cost of reletting and any additional expenditure incurred, if **buildings** occupied solely or partly for residential purposes suffer **damage** and no sum insured on rent for the residential portions has been allocated.

For the purposes of the cover by this extension **maximum indemnity period** means the maximum period of three years from the date of the **damage** for which **we** will be liable to pay any loss;

This clause will also cover **you** for any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

We will not pay under this provision more than **£25,000** for any loss.

Section A – Automatic Cover

11. Suppliers - unspecified

consequential loss as a result of **damage** at any supplier's premises within member countries of The European Union, the Isle of Man, the Channel Islands, Norway, Iceland and Switzerland. The maximum **we** will pay for any one loss is **£25,000**.

12. Temporary removal

consequential loss as a result of **damage**:

- a) to **computer system**, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the **premises** and in transit by road, rail or inland waterway to and from the **premises**.

We will not be liable for any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

- b) to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the **territorial limits**.

The maximum **we** will pay for any one loss is **£25,000**.

13. Transit

consequential loss as a result of **damage** to **your** property whilst in transit by road, rail or inland waterway within the **territorial limits**. The maximum **we** will pay for any one loss is **£25,000**.

We will not be liable for any loss arising from any cause within **your** control or as a result of physical loss of, destruction of or **damage** to property as a direct result of repairs or maintenance being carried out to the property.

14. Tronc payments

the estimated reduction of tronc payments during the **indemnity period** following **damage**:

Provided that:

- a) **your employees** have a contractual right to a precise proportion of the money sourced from tips and receive no more or less than they are contractually entitled to and National Insurance contribution payments are made for these;
- b) **you** (or a troncmaster acting on **your** behalf) maintains records of tronc payments to **your employees**.

The amount **we** will pay will be based on the estimated reduction of tronc payments during the **indemnity period** including adjustments as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred, so that the figures adjusted represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**.

The maximum **we** will pay is **£25,000** for any one loss.

Section A – Automatic Cover

Conditions (Action you or we must take)

Included here are the conditions of the insurance under this sub-section that you need to meet as your part of this policy. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced.

1. Alteration

The insurance by this sub-section will be cancelled if:

- a) the **business** is wound up, carried on by a liquidator or permanently discontinued; or
- b) **your** interest ceases otherwise than by death

at any time after the start of this policy unless **we** agree it may continue.

2. Automatic reinstatement after a loss

Unless written notice is given to the contrary either by **us** or by **you**, **our** liability will not be reduced by the amount of any loss and **you** agree to pay the appropriate additional premium for this automatic reinstatement of cover.

3. Books of account

You must ensure that **your** books of account and other business books or records in which **you** record customer accounts are kept in fire resisting safes or cabinets when not in use.

4. Declaration for gross revenue

If the **declaration** (adjusted as above and proportionately increased where the **maximum indemnity period** exceeds twelve months):

- a) is less than the **estimated revenue** for the relative **period of insurance**, **we** will allow a pro rata return of premium not exceeding 50% of the premium;
- b) is greater than the **estimated revenue** for the relative **period of insurance**, **you** will pay a pro rata additional premium.

5. Departments

If the **business** is conducted in departments and their trading results can be calculated separately, clauses a) and b) of the item on **gross revenue** will apply separately to each department affected.

6. Payments on account

Payments on account will be made at **our** discretion during the **indemnity period** if requested.

Section A – Automatic Cover

7. Premium adjustment

Loss of revenue basis of settlement

The first and annual premiums for **gross revenue** are provisional and are based on the **estimated revenue** for the financial year most nearly concurrent with the **period of insurance**.

Within six months of the expiry of each **period of insurance**, you will give us a **declaration** of the **gross revenue** earned during the financial year most nearly concurrent with the **period of insurance** as confirmed by **your** auditors.

If any loss has occurred giving rise to a claim for loss of **gross revenue**, we will increase the **declaration** for the purpose of premium adjustment by the amount by which the **gross revenue** was reduced during the financial year solely following the loss.

8. Renewal

You will before each renewal tell us the **estimated revenue** for the financial year most nearly concurrent with the next **period of insurance**.

9. Removal of computer disks and tapes

You must ensure that copies of all computer disks, tapes or other recording materials are made each day and the copies removed from the **premises** and kept at a secure location on a daily basis.

What is not covered

All exclusions stated under sub-section 1 General contents and stock “What is not covered” (other than consequential loss) also apply to this sub-section; In addition we will not cover you for:

1. deliberate falsification of business records;
2. any loss arising because of the willingness of any **employee** to become involved in any illegal or immoral activities;
3. erasure or distortion of information on **computer systems** or other records:
 - i) due to the presence of a magnetic flux or whilst mounted in or on any machine or **data** processing apparatus unless caused by **damage** to the machine or apparatus;
 - ii) due to defects in records;
4. mislaying or misfiling of tapes and records, clerical errors or omissions;

Section A – Automatic Cover

Sub-section 3 – Money

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Insured person

You or any director, principal, partner or **employee**.

Non-negotiable instruments

Crossed cheques, crossed girocheques, crossed bankers drafts, crossed money orders, used national insurance stamps, national savings certificates, credit company sales vouchers, V.A.T. purchase invoices and unexpired units in franking machines.

What is covered

We will cover **you** following physical loss or destruction of or damage to:

- a) **money**;
 - i) in transit in **your** personal custody or in the custody of any authorised **employee** or in transit by post or in a bank night safe;
 - ii) on the **premises** during **business hours**;
 - iii) on the **premises** out of **business hours** contained in locked safe(s);
 - iv) on the **premises** out of **business hours** not contained in locked safe(s);
 - v) in **your** home or in the home of any authorised **employee**.
- b) **non-negotiable instruments**;
- c) safes or strongrooms which normally contain **money** caused by theft or attempted theft

occurring within the **territorial limits** provided that the maximum **we** will pay for any Item does not exceed the specified **limit of liability** against each item shown in the schedule.

And additionally;

- d) any container, case, bag or waistcoat used for the carriage of **money**; or
- e) any stamp franking machine used for **your business**.

The maximum **we** will pay for any one loss arising from d) or e) is **£5,000**.

Section A – Automatic Cover

Additional cover – automatically included

1. Debit or credit cards used for business purposes

We will cover costs necessarily incurred by **you** and any of **your** principals, partners, directors or **employees** for the purpose of the **business** as a direct result of a credit card, charge card, debit card or bank card being lost or stolen and it being fraudulently used by someone other than **you** or any of **your** principals, partners, directors or **employees**.

We will not cover credit cards, charge cards, debit cards or bank cards for:

- a) loss by any failure to comply with the terms under which the card was issued;
- b) any card issued personally to an **insured person**;
- c) losses arising after 48 hours from discovery of the loss of the card;
- d) losses covered in whole or in part by any other insurance.

The maximum **we** will pay is **£1,000** for any one loss.

2. National lottery scratch cards

We will cover loss or damage of National Lottery Scratch Cards whilst:

- a) within **your premises** during **business hours**, or
- b) contained in a locked safe.

The maximum **we** will pay is **£1,000** for any one loss.

3. Pay as you go mobile phone vouchers

We will cover loss or damage of Pay As You Go Mobile Phone Vouchers:

- a) within **your premises** during **business hours**, or
- b) contained in a locked safe.

The maximum **we** will pay is **£1,000** for any one loss.

Conditions (action you or we must take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Key security

Whenever **your premises** are closed for **business** all keys or notes of the combination codes of safes or strong rooms must be removed from **your premises** unless the **premises** are still occupied by **you** or any of **your** authorised **employees**. When keys are on the **premises** they must be kept in a secure place away from the safes or strongrooms.

Section A – Automatic Cover

2. Money in transit

- a) Whenever **money** or **negotiable money** exceeds:
 - i) **£2,500** up to **£5,000** it must be accompanied by at least 2 responsible adults;
 - ii) **£5,000** up to **£8,000** it must be accompanied by at least 3 responsible adults;
 - iii) **£8,000** up to **£12,000** it must be accompanied by at least 4 responsible adults;
 - iv) **£12,000** the requirements are as stated in the schedule.
- b) Private transport is used for amounts of **money** or **negotiable money** in transit greater than **£2,500** where the distance exceeds half a mile.
- c) All persons engaged in the transit of **money** are able-bodied adults.
- d) The times of transit routes and conveyances used should be varied as far as possible.

3. Record keeping

You will keep a daily record of the amount of **money** at **your premises** contained in safes or strong rooms and in transit. This record must be kept in a separate secure place and will need to be produced to support a claim under this sub-section.

4. Transit by post

The maximum **we** will pay for loss of **money** in transit by post is **£25** per packet while in transit by unregistered post;

What is not covered

We will not pay for:

1. loss or damage due to the dishonesty of any of **your** directors partners or **employees** unless discovered within 10 working days of it happening;
2. loss or damage due to error or omission in receipts payments or accounting practice;
3. the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;
4. any loss which is not directly connected to the loss or damage of **money**;
5. loss or damage to **money** belonging to the Post Office;
6. theft or attempted theft from the **premises** or any authorised person's private dwelling unless involving forcible and violent entry or exit, or actual or threatened hold up, assault or violence.
7. loss or theft from an unattended vehicle.

Section A – Automatic Cover

Sub-section 4 – Personal accident assault

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Insured person

You or any director, principal, partner or **employee**.

Medical expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges plus professional counselling costs.

What's covered

If an **insured person** suffers bodily injury as described below caused solely or directly as a result of robbery or attempted robbery in the course of the **business we** will pay the **insured person** or his/her legal personal representative the relevant sum specified below

- a) bodily injury which within 24 months of its occurrence is the sole and direct cause of:
 - i) **£10,000** death
 - ii) **£10,000** loss of one or more limbs by physical separation at or above the wrist or ankle or total and permanent loss of use of one or both hands and/or feet; or
 - iii) **£10,000** total and irrevocable loss of sight in one or both eyes rendering the **insured person** blind in at least one eye and being beyond remedy by surgical or other treatment.
- b) **£10,000** bodily injury not resulting in loss of limbs or sight as defined in a) ii) or a) iii) above which is the sole and direct cause of the **insured person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to **us** that the disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the **insured person's** life.
- c) **£100*** **bodily injury** which is the sole and direct cause of the **insured person** being totally disabled and prevented from attending to their usual occupation.
- d) **£50*** **bodily injury** which is the sole and direct cause of the **insured person** being partially disabled and prevented from attending to a substantial part of their usual occupation.

*per week, payable monthly

Section A – Automatic Cover

Limit of liability (how much we will pay)

We will pay:

- a) the compensation stated in the table above with the weekly benefit being paid at four weekly intervals;
- b) up to a maximum of 2 years from the date that disablement started for compensation relating to benefits c) and d).

Where **we** pay compensation for benefits a) and b):

- a) any weekly benefit being paid for the same injury will stop; and
- b) this insurance will end for the **insured person**.

We will not pay any amount in excess of the maximum accumulation limit of **£1,000,000** for any one accident.

If the total amount of all units of compensation payable exceed the maximum accumulation limit, the compensation payable to each **insured person** will be proportionately reduced until the total of all compensation payable does not exceed the maximum accumulation limit.

Additional cover – automatically provided

1. Medical expenses

If an **insured person** suffers bodily injury caused solely or directly as a result of robbery or attempted robbery in the course of the **business we** will reimburse **medical expenses** reasonably and necessarily incurred for the treatment of insured bodily injury up to **£250** for any one **insured person**.

2. Damage to clothing and personal effects

In the event of **damage** to the clothing and/or personal effects (but **we** will not cover jewellery watches and personal **money**) of an **insured person** as a result of robbery or attempted robbery in the course of the **business we** will pay for **damage** up to **£500** for any one **insured person**.

Conditions (action you or we must take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Examinations

- a) The **insured person** will, as often as required and at **our** expense, submit to examination by a medical practitioner of **our** choice.
- b) **We** will be entitled to conduct a post mortem examination at **our** own expense in the event of the death of an **insured person**.

Section A – Automatic Cover

2. Minimising loss

The **insured person** must take all practical steps to minimise any bodily injury.

3. Transferring your rights under this policy

This sub-section is not assignable and no person except **you**, or in the case of **your death your** legal personal representative, will have any right against **us** either as assignee or transferee of any interest or any right to receive monies payable either before or after loss and whether admitted or not or in any other case.

What is not covered

We will not be liable for:

1. the first **£100** of each claim or for bodily injury arising outside of the **territorial limits**;
2. any claims relating to persons under the age of 16 or over the age of 70;
3. claims relating to **employees** who were under the influence of or being treated for alcohol or drugs (other than those taken with a medical prescription, not being treatment for drug addiction).

Section A – Automatic Cover

Sub-section 5 – Breakage of glass and sanitaryware Additional definitions (what words mean)

Glass

Fixed plain or wired glass and mirrors at the **premises**.

Sanitaryware

Fixed baths, wash hand basins, pedestals, bidets, shower trays, sinks, splashbacks, lavatory pans and cisterns at the **premises**.

Shop front

The whole front, all fixed glass in it, frames and if fixed to the **building(s)** any shutters, blinds, lettering, ornamenting, alarm foil and fittings belonging to **you** or for which **you** are responsible.

What is covered

We will replace **glass**, **sanitaryware** or the **shop front** for which **you** are responsible at the **premises**, in the event of breakage or at **our** option pay the cost of replacement. **We** are not obliged to replace or pay for the replacement of any property exactly but only as nearly as circumstances permit. The most **we** will pay is the amount shown in **your** schedule for any one loss.

Additional cover – automatically included

We will also pay for:

- a) **damage** to goods incidental to the **business** caused by breakage of fixed **glass** in display windows;
- b) removing or replacing the fixtures and fittings necessarily incurred to replace the **glass**;
- c) the cost of necessary boarding up pending repair or replacement.

What is not covered

We will not cover:

1. **damage** to **glass**, the **shop front** or **sanitaryware** in any portion of the **premises** which is **unoccupied**;
2. **damage** to **glass** or **sanitaryware** forming part of **your stock**;
3. **damage** to **glass** by workmen carrying out alterations or repairs at the **premises**;
4. **damage** to **glass** in vending machines, light fittings or signs;
6. **damage** to **glass**, the **shop front** or **sanitaryware** already **damaged** at the start of this cover;
7. scratching or chipping of **glass** unless it extends through the complete fabric of the **glass**;
8. **damage** to **glass** in vehicles;
9. **damage** that is covered under any other section or sub-section of this policy.

Section A – Automatic Cover

Sub-section 6 – Goods in transit

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Property

Merchandise and goods (including tools), used in connection with the **business** which are either owned by **you** or **your** responsibility.

What is covered

We will pay **you** for **damage** to **property** shown in the schedule whilst in or on or being loaded into or onto or unloaded from any motor vehicle (excluding trailers) owned by or operated under **your** direct control within the **territorial limits**.

The most **we** will pay is the amount shown in **your** schedule for any one loss.

Additional cover – automatically included

1. Ancillary equipment

We will pay **you** for **damage** to **your** own sheets, ropes, chains, toggles or packaging materials while carried on any vehicle.

The most **we** will pay for any one vehicle is **£10,000** for any one loss.

We will replace sheets as new if **you** prove that these were not more than one year old at the time of the **damage**.

2. Debris removal costs

The additional costs necessarily incurred in removing debris, consequent upon **damage** to the **property** in **transit**.

The most **we** will pay is **£10,000** for any one loss and in total in any one **period of insurance**.

3. Personal belongings

We will pay **you** for **damage** to **you** or **your** driver's personal belongings in or from any vehicle **you** own. The most **we** will pay is **£500** for any one loss.

4. Reloading costs

We will pay **you** for the additional costs necessarily incurred in:

- a) reloading **property** which has fallen from the conveying vehicle; or
- b) re-securing **property** where there is a dangerous movement of the load,

The most **we** will pay is **£10,000** for any one loss and in total in any one **period of insurance**.

Section A – Automatic Cover

5. Substituted vehicles

We will pay **you** for **damage to property in transit** arising out of the use of any vehicle substituted by **you** whilst **your** own vehicle is undergoing service or repair, up to an amount not exceeding the **sum insured** applicable to the vehicle undergoing service or repair in total for all claims or series of claims, arising out of any one original cause.

6. Tools

We will pay **you** for **damage** to tools in or from any vehicle **you** own and while temporary stored during transit. **We** will not pay for more than **£250** for any one claim and **£1,000** during any one **period of insurance**.

7. Transfer costs

The additional costs necessarily incurred in transferring **property** to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle,

The most **we** will pay is **£10,000** for any one loss and in total in any one **period of insurance**.

Conditions (action you or we must take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Automatic reinstatement of sum insured

Following **damage**, the sums insured by this policy will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided that following reinstatement **you** will pay any additional premium as may be requested for reinstatement from the date of reinstatement.

2. Reasonable care

You must:

- a) only employ reliable and competent drivers; and
- b) take all reasonable measures to:
 - i) prevent **damage**;
 - ii) secure loads properly;
 - iii) maintain any vehicle in accordance with current law;
 - iv) ensure any vehicle is suitable for the purpose for which it is to be used;
- c) allow **us** access to examine any vehicle which **you** operate or premises from which **you** operate.

Section A – Automatic Cover

What is not covered

We will not be liable under this sub-section for:

1. an existing hidden defect, defective insulation or labelling.
2. **damage** due to natural deterioration;
3. the deterioration of goods carried 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;
4. **damage to property** arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the vehicle;
5. any loss which is not directly connected to loss of **property** in transit or loss of market or any **damage** due to delay;
6. loss or death of or injury to living creatures;
7. **damage to money** and **non-negotiable instruments**, precious stones, jewellery, bullion, wines, spirits and other alcoholic drinks, temperature controlled goods, e-cigarettes, tobacco, cigars, cigarettes, rare books, works of art, antiques, non-ferrous metals, furs and curios, explosives and hazardous substances, computer hardware and software, clocks and watches that contain gold, silver or precious stones, electronic, audio and visual equipment;
8. spillage, leakage, fermentation, taint, contamination, mechanical or electrical breakdown of any goods or merchandise, unless directly due to fire or accident to the carrying vehicle or due to theft or attempted theft;
9. theft or attempted theft from any unattended vehicle that **you** or **your employee** owns or leases unless:
 - a) the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and
 - b) between the hours of 9pm and 6am is kept:
 - i) within a securely locked building; or
 - ii) in enclosed premises which are securely locked or have a watchman in constant attendance.

Section A – Automatic Cover

Sub-section 7 – Deterioration of stock

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section of the policy or in the schedule relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording.

Appliance

Any frozen food cabinet, deep freezer, cold room, cold store, refrigerator or chilled unit on the **premises**.

Stock

Stock on the **premises** owned by **you** or for which **you** are responsible.

What is covered

Refrigerated or frozen **stock** is covered against **damage** at the **premises** as a result of deterioration or putrefaction caused by:

- a) a rise or fall in temperature as a result of:
 - i) breakdown of or **damage** to the **appliance**; or
 - ii) non-operation of any thermostatic or automatic controlling devices connected to the **appliance**;
- b) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority;
- c) accidental failure of the electrical installation connecting the **appliance** to the public supply;
- d) action of refrigerant fumes escaping from the **appliance**.

Limit of liability (how much we will pay)

The maximum **we** will pay in any one **period of insurance** will not exceed the **sum insured** shown for each Item specified in the schedule.

Condition (actions that you or we agree to take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Age of appliance

If an **appliance** is more than 5 years old at the start of the **period of insurance** it must be maintained regularly by a suitably qualified independent electrical engineer.

Section A – Automatic Cover

2. Automatic reinstatement of sum insured

Unless written notice is given to the contrary either by **us** or you in the event of a loss the sums insured will be automatically reinstated by the amount of the loss provided that **you** pay the appropriate additional premium for the reinstatement of sums insured.

What is not covered

We will not pay for **damage**:

1. caused by any deliberate act by **you** or any director partner or **employee** of **yours**;
2. due to faulty packaging or stowage;
3. falling within the **excess**;
4. due to wear and tear, deterioration or gradually developing flaws or defects in the **appliance**;
5. due to failure to correctly set any temperature controls;
6. **to stock** in **appliances** 10 years old or over.

Section A – Automatic Cover

Sub-section 8 – Books debts

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Outstanding debit balances

The amounts outstanding in **your** records of individual sums owed to **you** by customers.

Where there are monthly declarations, the total declared under the last statement will be adjusted for:

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of **damage**; and
- c) any abnormal trade condition which had or could have a material effect on the **business**.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of **damage** had the **damage** not occurred.

What is covered

We will cover interruption of or interference with the **business** following **damage** to **your** records of **outstanding debit balances** contained within the **premises**.

We will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to **your** records of **outstanding debit balances** contained within the **premises**. We will also pay for any additional expenditure incurred after the **damage** in tracing and establishing **outstanding debit balances**.

Limit of liability (what we will pay)

The maximum **we** will pay for loss of net **outstanding debit balances** and their associated additional expenditure and accountant's charges will not exceed the amount shown in the schedule, in any one **period of insurance**.

Section A – Automatic Cover

Additional cover – automatically included

1. Book debts temporarily removed from the premises

We will cover **you** for loss resulting from **damage** happening within the **territorial limits** to **your** books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on **your** behalf or whilst in transit.

Provided that **we** will not be liable to pay more than:

- a) the total **sum insured** stated in the schedule at the time of **damage**;
- b) the **sum insured** remaining after deduction for any other **damage** during the **same period of insurance**, unless **we** have agreed to reinstate the **sum insured**.

Condition (actions that you or we agree to take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Fire resisting storage

You must ensure that all **your** books of account or other business books or records in which **your** customers' accounts are shown are kept in fire resisting safes or cabinets when not in use.

2. Monthly recording

At the end of each month **you** will record the total amount outstanding in customers' accounts and will maintain a separate record, in addition to the books of account, in a place other than the **premises**.

3. Premium adjustment

Within 30 days of the end of each calendar month, **you** will advise **us** in writing of the total amount of **outstanding debit balances** as shown in **your** accounts. If **you** do not advise **us**, **we** will take the maximum **sum insured** as the total amount declared.

At the end of each **period of insurance** the actual premium will be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** will pay **us** the difference. If it is less **we** will refund the difference to **you** but only up to one half of the first or annual premium paid

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Sub-section 9 – Public and products liability

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Clean up

- a) Testing for or monitoring of **pollution**.
- b) Cleaning up, removing, containing, treating, detoxifying or neutralising **pollution**.

What is covered

We will pay the amount of damages which **you**, or any of the additional persons insured are liable to pay as a result of accidental:

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

occurring during the **period of insurance** in connection with **your business**

- i) within the **territorial limits**;
- ii) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **employees** ordinarily resident in the **territorial limits**.
- iii) anywhere in the world and caused by any **products** after they have ceased to be in **your** custody or control.

The maximum **we** will pay for the cover provided under a) – d) above to any claimant or any number of claimants for or arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the amount specified in the **schedule**.

However for Products liability **our** liability for all sums payable in any one **period of insurance** will not exceed the amount specified in the **schedule**.

We will in addition cover **your** legal liability for claimants' costs in connection with the cover provided above other than for or in respect of:

- a) any claims; or
- b) any judgement award or settlement; or
- c) any order made anywhere in the world to enforce in whole or in part any judgement award or settlement;

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made within the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the maximum **we** will pay in respect of the combined total for all damages and legal costs will be the **limit of liability** specified in the schedule.

Additional cover – provided as standard

1. Additional business activities cover

The cover under this sub-section includes the following activities of the **business**:

- a) owning, repairing, maintaining and decorating **your** own property or **premises you** use;
- b) providing and managing facilities primarily used for fire prevention, safety or security at **your premises**;
- c) maintaining and repairing vehicles and machinery owned or used by **you**;
- d) the sale or disposal of business assets;
- e) participating in exhibitions.

2. Contractual liability

We will cover liability assumed by **you** under a contract or agreement which would not have attached in the absence of that contract or agreement. But only if the sole conduct and control of any claim is vested in **us** and following the application of the terms, conditions and exclusions of this sub-section and the policy as a whole.

We will not cover any person or entity falling within the definition of **you/your** other than as stated under a) for any contractual liability unless that liability would have attached in the absence of any contract or agreement.

3. Cross liabilities cover

Any person, firm, company or organisation covered by this sub-section, is entitled to cover as if a separate policy had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of liability** stated in the schedule in any circumstances.

4. Defective Premises Act

We will pay the amount of damages for which **you** are legally liable and claim costs as a result of accidental **bodily injury** or **damage** to material property, occurring during the **period of insurance** arising out of premises **you** have disposed of but had previously owned in connection with the **business**.

We will not cover **damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability for which **you** are covered under any other insurance policy.

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5. Defence costs

We will cover **you** for all costs of legal representation reasonably incurred with **our** written consent in respect of any:

- a) coroner's inquest or other inquiry for any death;
- b) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from proceedings) for any act or omission causing or relating to any loss;

We will also cover other costs reasonably incurred with **our** written consent in relation to any matter which is covered under "What is covered".

6. Employees', directors' and visitors' personal belongings

We will pay the amount of damages for which **you** are legally liable as a result of **damage** to **employees'**, directors, and visitors' vehicles and personal belongings which are in **your** custody or control.

We will not provide cover where property is:

- a) loaned, leased, hired or rented to **you**;
- b) stored for a fee or other consideration by **you**; or
- c) in **your** custody or control for the purposes of being worked upon (but this will not apply if **your business** is that of a repairer).

7. Hired or rented premises

We will cover **you** for legal liability for **damage** to premises (including fixtures and fittings) within the **territorial limits** which are hired, rented or loaned to **you** in connection with the **business**.

We will not provide cover for:

- i) the first **£250** of compensation and costs for **damage** caused other than by fire or explosion;
- ii) liability imposed on **you** solely by the terms of any hiring or renting agreement;
- iii) **damage** caused by fire or any other insured event, where under the terms of any hiring or renting agreement **you** are requested to take out specific insurance.

8. Indemnity to principals and others

We will cover under the terms of this sub-section:

- a) **your** legal personal representative in the event of **your** death for liability **you** have incurred;
- b) any principal with whom **you** have entered into an agreement to the extent required by that agreement but only for liability for which **you** would have been entitled to cover under this sub-section if the claim had been made against **you**;
- c) any director, partner or **employee** of **yours** for liability for which **you** would have been entitled to cover under this sub-section if the claim had been made against **you**;

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Provided that:

- i) any person described in a)-c) above is not covered under any other policy;
- ii) any principal / person(s) will, as though they were **you**, be bound by the terms of this sub-section in so far as they can apply;
- ii) **our** total liability to all parties including **you** and any person in a) through c) above will not exceed the **limit of liability** specified in the schedule.

9. Legionellosis

Regardless of the Pollution or contamination exclusion under this sub-section **we** will cover **you** for **your** legal liability to pay damages and claimant's costs for any claim or claims first made against **you** during the **period of insurance** resulting from **bodily injury** caused by the discharge, release or escape of Legionella or other airborne pathogens within the **territorial limits** from water tanks, water systems, air conditioning plants and cooling towers, including any form of water or air cooling or heating systems, provided that:

- a) **We** will not pay more than the amount stated in the schedule for any one loss or series of losses arising from one original source or cause and for all claims arising during the **period of insurance**, it being understood that this total limit is separate from any other amount provided within this sub-section;
- b) there will be no cover for any claims made against **you** where the event giving rise to the claim happened before the retroactive date (if any) specified in the schedule.

10. Loading and unloading

Regardless of anything contained in the exclusions under this sub-section and provided that **you** are not more specifically insured under any other policy **we** will cover **you** for **your** legal liability for **bodily injury** or **damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from the vehicle in the course of the **business**.

11. Motor contingency liability

Regardless of anything contained in the exclusions under this sub-section **we** will cover **you** and no other person in the terms of this sub-section for your legal liability arising out of the use of any vehicle not the property of or provided by **you** and being used in the course of the **business**.

We will not be liable for:

- a) **damage** to any such vehicle;
- b) **bodily injury** or **damage** arising while any vehicle is being driven by **you**.

We will not be liable if **you** are entitled to cover under any other insurance.

12. Overseas personal liability

We will cover **you** and at **your** request any director partner or **employee** of **yours** or any family member accompanying them while temporarily outside the **territorial limits** in connection with the **business** against legal liability as described in this sub-section incurred in a personal capacity. Provided that this cover does not apply:

- a) to liability arising out of the ownership or tenure of any land or building;

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- b) where cover is provided by any other insurance.

13. Payment for court attendance

We will compensate **you** at a rate of:

- a) **£750** per day for any director or partner;
- b) **£500** per day for any **employee**;

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this sub-section.

14. Public car park liability

If there is no other insurance in place, **we** will cover **you** for **your** legal liability for **bodily injury** or **damage** caused to vehicles left in any garage or parking place belonging to **you** or under **your** control. Provided that:

- a) any covered garage or parking place is not used by **you** for any motor trade purposes;
- b) disclaimer notices in terms approved of by **us** are prominently displayed in any covered garage or parking place; and
- c) no cover is given for:
 - i) loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time;
 - ii) **damage** arising whilst any motor vehicle is being driven by **you** or any **employee**;
- iii) the first **£250** of any claim for **damage**.

15. Pollution and contamination clean up

Where this sub-section provides cover against liability caused by or arising from **pollution or contamination** happening within the **territorial limits** the cover will include **clean up** and legal costs to the extent not already included within that cover. Provided that the cover provided by this clause does not:

- a) include **clean up** in or on any property, land, watercourse or body of water owned leased or rented by **you**;
- b) include the cost of restoration or reintroduction of flora or fauna.

We will not pay more than the amount stated in the schedule for any one loss or series of losses arising from one original source or cause and for all claims arising during the **period of insurance**, it being understood that this total limit is part of and not separate to the amount provided within this sub-section.

16. Shoplifting accusation

We will cover **your** legal liability arising from the wrongful accusation of shoplifting during the **period of insurance**. The maximum **we** will pay is **£10,000** per claimant and **£50,000** in total in any one **period of insurance**.

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17. Tenant's Liability

We will pay for the reasonable and necessary costs that are incurred in repairing **damage** to the **buildings** where **you** are a tenant and for which **you** are legally liable to pay under the terms of **your** lease, provided the **damage** occurs directly as a result of an **insured event** as listed under sub-section 1 of this Section A occurring during the **period of insurance**.

In addition, where **you** are legally liable as a tenant, **we** will pay for the reasonable and necessary costs that are incurred in repairing **damage** to service pipes and cables, including their associated meters and instruments, which connect the **premises** to the public mains.

The maximum **we** will pay is 10% of the **sum insured** for **general contents** at the **premises** where the **damage** occurred.

Condition (Actions you or we must take)

Included here is the condition of the insurance that you need to meet as your part of this contract. If you do not meet this condition, we may need to reject a claim or a claim payment could be reduced.

1. Legionella precautions

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

What is not covered

We will not cover claims arising from:

1. **your** legal liability from **you** owning, possessing or using any:
 - a) aircraft;
 - b) watercraft or hovercraft (except watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).
2. or caused by any services in, or on:
 - a) aircraft;
 - b) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.
3. or caused by any **products** which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.
4.
 - a) contractual liability in connection with **products**;
 - b) liability where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim:
5.
 - a) libel or slander;
 - b) false statement;

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- c) discrimination of any kind.
- 6. a) or caused by any deliberate act, error or omission
 - i) where the results are intended or expected, or are reasonably foreseeable by **you**;
 - ii) by anyone other than **you**, so far as cover is requested for their own liability;
- b) **clean-up** costs in circumstances where **you** have knowingly:
 - i) deviated from any regulatory notice, order or protection ruling
 - ii) omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.
- 7. **bodily injury** sustained by any **employee** arising out of and in the course of their employment with **you**.
- 8. a dispute with, or proceedings brought by, any person for:
 - a) their existing, past or prospective contract of employment with **you**;
 - b) a breach of employment related legislation.
- 9. or in respect of liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses
- 10. **or** caused by passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.
- 11. **bodily injury** or **damage** caused by or arising out of manual work away from the **premises** other than the collection or delivery of **products** or whilst participating at trade exhibitions or trade fairs for the purpose of the **business** unless specified in the schedule.
- 12. the ownership, possession or use by or on **your** behalf of any mechanically propelled vehicle (or attached trailer) which is required by any road traffic legislation to have compulsory insurance or other security.

This exclusion will not apply to the loading or unloading of any vehicle or the delivery or collection of goods to or from any vehicle except where more specifically insured by any other policy.
- 13. legal liability arising in connection with any person while on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.
- 14. a) **pollution** occurring in the United States of America or Canada or any dependency or trust territory;
- b) **pollution** occurring elsewhere unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of Insurance**.
- 15. or caused by any breach of professional duty in relation to:
 - a) advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee;

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- b) physical, mental or cosmetic treatment of any person (other than first aid treatment).
16. **damage** to property owned by **you** or which is held in **your** care, custody or control.
- But **we** will cover:
- a) premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not give rise to legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms;
 - b) premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**;
 - c) **employees** or visitors vehicles or personal possessions while on the **premises**;
 - d) customers goods where **your business** is that of a repairer and they have been left in **your** custody for repair.
17. **your** legal liability to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **territorial limits**.
18. **your** legal liability to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.
19. **your** legal liability to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **products**, or to make any refund.
20. any allegation, claim, circumstances or proceedings for **bodily injury** or **damage** to property caused by or in connection with any **products**, which to **your** knowledge, are for export to the United States of America or Canada.

Section A – Automatic Cover

Optional Extension Treatment Risk

This extension to Section A Subsection 9 Public and products liability only applies if shown as included in the schedule

Additional definitions applicable to this extension (what words mean)

The following words will have the same meaning wherever they appear in this extension or in the schedule or any endorsements relating to this extension. To help identify these words they will appear in bold in the extension wording. Please also refer to the General Definitions section.

Standard treatment

- a) ear piercing by the gun or stud method;
- b) hair removal, other than by electrolysis;
- c) tinting and bleaching;
- d) electro-mechanical slimming treatments;
- e) perms;
- f) massage - Indian head;
- g) facial masks &/or facial massages;
- h) facial – eyebrow / eyelash tinting;
- i) facial sauna;
- j) facial masks;
- k) facial – massage manual;
- l) facial – ear piercing;
- m) facial – eyebrow shaping;
- n) body waxing – hot /cold/ warm;
- o) body sugaring;
- p) body – manicure;
- q) body –pedicure;
- r) colour therapy;
- s) body – nail building / sculpturing / application;
- t) body – removal by tweezer method;

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- u) body – cosmetic camouflage;
- v) body – colour analysis;
- w) aura-soma treatments;
- x) attachment of hair extensions;
- y) aromatherapy – initial training and advanced;
- z) aromatherapy;
- aa) dying, bleaching, permanent weaving or special treatments of the hair (excluding perms, work on wigs or hairpieces or the attachment of hair extensions) usually carried out by a hairdresser;
- bb) hairdressing – working on wigs and hairpieces;
- cc) other hairdressing (excluding dying, bleaching, permanent weaving or special treatments of the hair, perms, work on wigs or hairpieces or the attachment of hair extensions).

What is covered

We will cover **your** legal liability arising out of any **standard treatment** undertaken in the course of the **business** at the **premises** by **you** or any **employee**.

Limit of liability (how much we will pay)

The maximum **we** will pay to any claimant or any number of claimants for or arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the amount specified in the schedule as the **limit of liability** for this sub-section.

Conditions (action that you or we must take). These apply to this extension in addition to the conditions for Section A SubSection 9 Public and products liability

These are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Qualified employees

You must ensure that **standard treatment** is only carried out by an **employee** who is aged 18 or over and:

- a) has more than 3 years continuous experience of professional hairdressing or beauty treatments; or
- b) has completed 2 years technical college training in hairdressing or beauty treatment.

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This condition does not apply to:

- i) the washing and drying of hair, hairpieces or wigs;
- ii) a trainee or junior who is under the constant supervision of an **employee** who meets the criteria in a) or b) above.

2. Sterilisation

You must ensure that razor or clipper blades, steel combs or any item that could pierce the skin whilst in use must be brand new or thoroughly sterilised before use.

What is not covered. These apply to this extension in addition to the exclusions applicable to Section A Subsection 9 Public and products liability

We will not cover claims for:

1. the undertaking of chiropody;
2. any electrical treatment;
3. ultra violet ray treatment;
4. treatment to the eyes, including but not limited to laser eye surgery, plastic surgery, transplant surgery, macular degeneration treatment (The Hubble implant);
5. vibro massage other than to the scalp;
6. hypodermic injection;
7. surgical operation or any operation involving the removal or piercing of skin;
8. use of any products contrary to the makers or vendors instructions;
9. the application or use of any lotion, hair dye or other preparation which has been, wholly or partly, manufactured, produced, mixed or treated in any way by **you** or any **employee**;
10. ear piercing not carried out by gun or stud method;
11. the use of sun beds or solariums;
12. actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation in the course of treatment. **We** will also not be liable if this sexual misconduct takes place under the guise of treatment;
13. hepatitis non-A or any condition caused by, or associated with Human Immune Deficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind.

Section A – Automatic Cover

Sub-section 10 – Employers' liability

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Costs and expenses

- a) Claimants costs and expenses arising for any claim against **you** which may be covered under this sub-section.
- b) All cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be covered under this sub-section.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

What is covered

We will cover the amount of damages which **you** are legally liable to pay for **bodily injury** to any **employee** resident in the **territorial limits**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

We will in addition pay and be responsible for all **costs and expenses** incurred with **our** consent in defending any claim for damages.

Limit of liability (what we will pay)

1. Except as for the limits stated in 2. and 3. below the employers' liability **limit of liability** shown in **your** schedule is the maximum **we** will pay for the total of all damages and claims **costs and expenses** and will apply to any one claim or series of claims by one or more of the **employees** arising from one occurrence or all occurrences of a series from or due to one source or original cause.
2. The maximum **we** will pay for damages and **costs and expenses** payable for any one claim or series of claims by one or more of the **employees** arising out of any one occurrence or all occurrences of a series from or due to one source or original cause and arising out of **terrorism** will not exceed **£5,000,000**.
3. The maximum **we** will pay for damages and **costs and expenses** payable for any one claim or series of claims by one or more of the **employees** arising out of any one occurrence or all occurrences of a series from or due to one source or original cause and arising out of or caused by the manufacture, mining, processing, distribution, testing, **remediation**, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos will not exceed **£5,000,000**.
4. For any claim or claims, **we** may at any time pay the **limit of liability** applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment for the claim or claims.

Section A – Automatic Cover

Additional cover

1. Additional business activities cover

The cover under this sub-section includes the following activities of the **business**:

- a) providing and managing amenities for the benefit and welfare of **employees**;
- b) owning, repairing, maintaining and decorating **your** own property or **premises you** use;
- c) providing and managing facilities primarily used for fire prevention, safety or security at **your premises**;
- d) maintaining and repairing vehicles and machinery owned or used by **you**;
- c) the sale or disposal of business assets;
- d) participating in exhibitions.

2. Cross liabilities

Where **you** comprise more than one party **we** will treat each party as if a separate policy had been issued to each provided that nothing in this clause will increase **our** liability beyond the amount for which **we** would have been liable had this clause not applied.

3. First aid and medical teams

This sub-section extends to cover any person under a contract of service or apprenticeship with **you** whilst acting as a member of **your** first aid or medical arrangements (but excluding medical practitioners) for legal liability for damages and **costs and expenses** to any other person under a contract of service or apprenticeship with **you** resulting from treatment given in connection with any **bodily injury** or disease sustained by that person and arising out of and in the course of the employment of that person by **you**.

4. Overseas business trips and journeys

If no other insurance is in force, at **your** request, the cover provided by this sub-section will apply to the legal liability of any director or **employee** acting in a personal capacity during the course of a trip or journey arranged for the purpose of the **business** and will also include their spouse, civil partner or domestic partner and any children accompanying them.

5. Payment for court attendance

We will compensate **you** at a rate of:

- a) **£750** per day for any director or partner;
- b) **£500** per day for any **employee**;

for each day that **we** request **your** attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this sub-section.

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6. Principals liability

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**. **We** will not provide cover beyond the requirements of **your** contract with the **principal**.

7. Private work

This sub-section applies to private work carried out by **your employees** for any director and/or executive of **yours**.

8. Solicitors' fees

We will also pay solicitors' fees incurred with **our** consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry for any death;
- b) defending in any Court of Summary Jurisdiction any proceedings for of any act or omission causing or relating to any event which may be covered under this sub-section.

9. Unsatisfied court judgements

We will at **your** request, pay any **employee** or their personal representative, the amount of damages and costs awarded to the person by a court of law for **bodily injury** against any company registered in or any individual domiciled in the **territorial limits** and which remains unpaid six months after the date of the judgment.

We will only provide cover if:

- a) the **bodily injury** was caused during the **period of insurance** to the **employee** arising out of and in the course of employment by **you** in the **business**;
- b) the judgment was obtained in a court within the **territorial limits**;
- c) there is no appeal outstanding;
- d) the **employee** or their personal representative assigns the amount awarded under the judgment to **us**.

10. Work overseas

The cover provided extends to apply for legal liability for **bodily injury** caused to an **employee** whilst temporarily engaged in non-manual work outside the **territorial limits**.

Provided that the **employee** is ordinarily resident within the **territorial limits**.

11. Working partners

We will treat as an **employee**, any working partner or proprietor of the **business** who suffers **bodily injury**:

- a) in the course of the **business** during the **period of insurance** and within the **territorial limits**; and
- b) caused by the negligence of another working partner, proprietor or **employee**.

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Conditions (action you or we must take)

These are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. Right of recovery

The cover provided under this sub-section is in line with any law relating to the compulsory insurance of liability to persons employed within the **territorial limits**. You must repay to us all amounts we pay, which we would not have been liable to pay but for the law.

What is not covered

We will not cover claims for:

1. **bodily injury** to any **employee** while working from or travelling by sea or air to, from or between an offshore rig, platform or similar offshore installation.;
2. **bodily injury** to an **employee** where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation.

Section A – Automatic Cover

Prosecution defence costs applicable to sub-section 9 and sub-section 10

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this sub-section or in the schedule or any endorsements relating to this sub-section. To help identify these words they will appear in bold in the sub-section wording. Please also refer to the General Definitions section.

Applicable legislation

- a) Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella;
 - b) Management of Health and Safety at Work Regulations 1999;
 - c) Corporate Manslaughter and Corporate Homicide Act 2007;
 - d) Health and Safety Inquiries (Procedure) Regulations 1975;
 - e) Protection from Harassment Act 1997,
- or similar legislation in force in the **territorial limits**; and
- f) Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990.

Appointed advisor

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this sub-section.

Costs and expenses

Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.

Insured person

- a) **You** and **your** directors, partners, managers, officers and the **employees** of **your business**.
- b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of the person dying.
- c) Any other person 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.

Reasonable prospects of success

In criminal prosecution claims where the **insured person**:

- i) pleads guilty, a greater than fifty per cent chance of the **insured person** successfully reducing any sentence or fine;
- ii) pleads not guilty, a greater than fifty per cent chance of that plea being accepted by the court.

Section A – Automatic Cover

Standard basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred.

What is covered

We will pay the **insured person's costs and expenses** up to **£1,000,000** in total (but up to the **sum insured** shown in the schedule for the Corporate Manslaughter and Corporate Homicide Act 2007); during the **period of insurance** for all claims related by time or original cause including the cost of appeals, for:

- a) the defence of any criminal proceedings brought against **you** for an offence or breach, whether actual or alleged, of any **applicable legislation**;
- b) any prosecution costs awarded against **you** arising from those proceedings described in a) above;
- c) **costs and expenses** incurred with **our** consent for **your** legal representation at an inquiry ordered under any **applicable legislation**;
- d) appeals against improvement and prohibition notices incurred with **our** consent.

Provided that:

1. the claim arises in connection with **your business** and occurs within the **territorial limits**;
2. the claim always has **reasonable prospects of success**; and
3. the prosecution or proceedings relate to an offence alleged to have been committed during the **period of insurance**.

Conditions (action you or we must take)

Included here are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim or a claim payment could be reduced.

1. **Acts of parliament, statutory instruments, civil procedure rules and jurisdiction**

All legal instruments and rules referred to within this sub-section y include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any later amendment or replacement legislation.

2. **Consent**

The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of the **appointed advisor's** file for auditing and quality and cost control purposes.

Section A – Automatic Cover

3. Freedom to choose an appointed advisor

- a) **We** will choose the **appointed advisor**; however, the **insured person** is free to choose an **appointed advisor** if they wish.
- b) Where the **insured person** wishes to exercise their right to choose, they must write to **us** (by e-mail or letter) with their preferred representative's contact details. If the **insured person** does choose their own **appointed advisor**, the amount payable for their services will be on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.
- c) If the **insured person** 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 the **insured person**, cover will end with immediate effect.

4. Barrister's opinion

At any time **we** may seek an independent barrister's opinion as to the **reasonable prospects of success** in defending the prosecution.

If the opinion is that a "not guilty" plea does not have a **reasonable prospect of success** then **we** will advise **you** of that opinion.

Should **you** elect to continue with a "not guilty" plea then **we** will withdraw **our** support for the **insured person's** defence and be under no further obligation to cover **you** for any costs incurred from the date of **your** refusal to accept that opinion; unless **you** obtain an independent barrister's opinion at **your** own expense which contradicts the opinion that **we** have obtained; in which case **we** will ask the chairperson or vice-chairperson of the bar council to appoint a queen's counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the queen's counsel agrees with the **insured person's** barrister's opinion then **we** will continue to support the **insured person's** defence, but if it does not **we** will withdraw **our** support for the **insured person** and be under no further obligation to cover the **insured person's** costs incurred from the date of the queen's counsel final opinion.

This does not affect the **insured person's** right under the Arbitration clause contained within the Claims conditions section.

5. The insured person's responsibilities

An **insured person** must:

- a) tell **us** as soon as is practicably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve a claim in their favour;
- 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 recover **costs and expenses** and pay them to **us**; and
- d) keep **costs and expenses** as low as reasonably possible.

Section A – Automatic Cover

What is not covered

We will not cover **you** for:

1. **Costs and expenses incurred without consent**

costs and expenses incurred without **our** consent;

2. **Fines & penalties**

finances or penalties of any kind;

3. **Previous losses**

any actual or alleged act, omission or dispute happening before, or existing at the inception of the policy, and which the **insured person** knew or ought reasonably to have known could lead to a claim; and

4. **Legal expenses insurance**

costs and expenses incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability **you** may have to pay damages.

Section B – Buildings

Optional section – covered only if shown in the schedule

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule or any endorsements relating to this section. To help identify these words they will appear in bold in the section wording. Please also refer to the General Definitions section.

Excess

The amount for which **you** are responsible for each claim or loss as specified in the schedule, by an attaching endorsement or within the policy for **Insured events** other than 1, 2, 3 or 12.

Declared value

Your assessment of the cost of reinstatement of the **buildings** in a condition equal to but not better or more extensive than when new at the level of costs applying at the start of the **period of insurance** (ignoring any increase in costs which may operate afterwards) together with allowance if required for:

- a) the additional cost of reinstatement to comply with public authority requirements;
- b) professional fees; and
- c) debris removal costs.

Insured events

1. Fire, lightning, explosion of boilers of gas used for domestic purposes only;
2. Explosion;
3. Aircraft or other aerial devices or articles dropped from them;
4. Earthquake;
5. Riot, civil commotion, strikers, locked-out workers or person taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation;
6. Malicious damage;
7. Storm or flood;
8. Escape of water from any tank, apparatus or pipe;
9. Impact by any road vehicle or animal;
10. Theft or attempted theft;
11. Accidental damage.
12. Subsidence.

Subsidence Excess

The amount for which **you** are responsible for each claim or loss as specified in the schedule, by an attaching endorsement or within the policy for **Insured events** 12. Subsidence.

Uplift

The agreed percentage uplift to the **declared value**.

Section B – Buildings

What is covered

We will pay for **damage** to the **buildings** at the **premises** by any of the **insured events** happening during the **period of insurance**.

Additional Covers – automatically included

1. Additions

The insurance extends to include alterations, additions and improvements to **buildings** anywhere in the **territorial limits** to the extent that they are not insured elsewhere in accordance with the following:

- a) cover under this extension in any one situation is limited to the value of the alterations, additions or improvements but not exceeding 10% of the **sum insured on buildings** or **£2,000,000** whichever is the lesser; and
- b) **you** must pay the appropriate additional premium from the date on which the items become **your** responsibility.

2. Additional metered electric, water or gas charges

The insurance covers additional metered electric, water or gas charges **you** incur as a result of **damage** by an **insured event** to **buildings**. Provided that repairs are completed within 30 days of the **damage** being discovered.

We will calculate the amount to be paid by comparing the charge made by the water suppliers for the period during which the **damage** occurred with the charges for the previous period, adjusted for any relevant factors affecting **your** consumption of water during the periods concerned.

We will not pay more than **£25,000** in total for any one **period of insurance** excluding the cost or value of metered water or heating oil lost when the **premises** are **unoccupied** or not in use.

General condition 2. Average does not apply to this cover.

3. CCTV and alarm system equipment

We will pay for **damage** to any closed circuit television and alarm system equipment externally fixed to the **premises** constituting **your** property or for which **you** are responsible.

The maximum **we** will pay is **£5,000** for any one loss.

4. Contracting purchaser's interest

If **you** contract to sell the **buildings** the cover provided by this section is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **buildings** are not otherwise insured.

5. Contract works

Cover for **buildings** includes any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or placed on or

Section B – Buildings

adjacent to the **premises** and intended for incorporation in the contract works, all for which **you** are responsible for under the terms of the contract up to an amount of **£100,000** for any one contract.

6. **European community and public authorities (including undamaged property)**

The insurance by each Item on **buildings** and **contents** extends to include the additional cost of **reinstatement** of any **damage** to the property insured and undamaged portions incurred solely by the necessity to comply with European Union legislation regulations under Acts of Parliament or local authority bye-laws provided that:

- a) **you** receive the notice to comply after the **damage** occurs;
- b) the work of **reinstatement** is completed within twelve months of the date of the **damage** or within a further time as **we** may in writing allow;
- c) the total amount recoverable under any Item of this section for this additional cover will not exceed:
 - i) for the **damaged** property 15% of its **sum insured**;
 - ii) for undamaged portions of the property (other than foundations) 15% of the total amount for which **we** would have been liable had the property been wholly destroyed; and
- d) the total amount recoverable under any Item of this section will not exceed its **sum insured**.

7. **Fly tipping**

We will cover **you** for the costs that **you** necessarily and reasonably incur in clearing and removing any property illegally deposited in or around the **buildings**.

You will be responsible for the first **£1,000** of loss per incident. The maximum **we** will pay for this cover is **£10,000** for any one loss and **£25,000** during any one **period of insurance**.

8. **Gas flooding systems**

We will pay for **your** costs incurred in refilling the cylinders of gas flooding systems installed solely for the protection of the **buildings** provided that the discharge is accidental.

The maximum **we** will pay for any one loss is **£50,000**.

9. **Professional fees**

We will pay for architects, surveyors', legal and consulting engineers' fees necessarily incurred with **our** written consent in the **reinstatement** or repair of the **buildings** as a result of **damage**. **We** will not cover any costs or expenses for preparing any claim.

The maximum **we** will pay is shown in **your** schedule.

10. **Removal of vermin**

We will cover the reasonable costs incurred by **you** where **you** are required by a local authority or similar body to have vermin removed from any **building**.

Section B – Buildings

Our maximum liability under this extension will not exceed **£5,000** for any one loss and **£25,000** in total during any one **period of insurance**.

11. Removal of nests

We will cover **you** for the cost of removing wasps, bees* or hornets nests from the **buildings**.

Our maximum liability under this extension will not exceed **£1,000** for any one loss.

If a bees' nest is outside or underground then there shouldn't be a reason to really move it. In more conventional and accessible places – for example bushes, trees and sheds, then contacting a local beekeeper or pest controller to relocate the nest is an option. If **you suspect **you** have honeybees and they are causing **you** problems then **we** would recommend **you** use a swarm collector from the British Bee Keepers Association (www.bbka.org.uk/swarm). In most cases they will come and collect the swarm free of charge. Only if the location of a nest is dangerous and removal not possible, should eradication be an option.*

12. Rented or leased buildings

We will cover **you** for **damage** to:

- a) the **building(s)** including landlords fixtures and fittings where **you** are the lessee;
and/or
- b) rent payable by **you** for the **building(s)**

up to the **sum insured** shown in the schedule but only to the extent that **you** are liable for the **damage** to those building(s) and/or for the rent payable.

We will not cover any risk which any lessor has agreed by legal contract to insure.

Provided that:

- a) if **we** request it, **you** agree to provide **us** with a copy of the lease or the relevant portions of the lease, for any of the **premises** which this cover applies to, and **you** also agree not to extend the relevant sections of the lease for the duration of this insurance without **our** consent;
- b) **we** will not be responsible for rent payable unless the building which the rent payable relates to is **damaged** where it is rendered unfit for occupation and then only for the proportion of the rent payable that is equivalent to the time necessary for reinstating the **damage** sustained.
- c) no amount is recoverable under this cover:
 - i) due to the application of any **excess** or average condition under any more specific insurance; or
 - ii) due to breach, other than any unintentional breach by **you**, of any condition precedent under any more specific insurance.

Section B – Buildings

13. Reward following arson

We will pay up to **£5,000** (regardless of the number of people who may supply information) for information leading to an arson conviction in connection with a fire loss to the **buildings** insured by this section.

14. Sprinkler installation upgrading costs

We will pay **you** for the additional costs incurred following **damage** to the **buildings**, to upgrade an automatic sprinkler installation in order to meet current Loss Prevention Council Rules, provided that at the time of the **damage** the installation conformed with the rules current at the date of installation.

15. Theft of fixed fabric of the building

We will pay **you** for:

- a) theft of the fixed fabric of the **building**, where the **building** is shown as insured in the schedule; and
- b) **damage to contents** or **stock** for which **you** are responsible caused by the entry of rainwater following theft or attempted theft of the external fabric of the **building**.

16. Value added tax (VAT) cover

We will pay for VAT, paid by **you**, which is not recoverable.

Provided that:

- a) **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **buildings** following **damage**;
- b) **we** have paid or have agreed to pay for the **damage**;
- c) **our** liability does not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT; and
- d) **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this policy and at each subsequent renewal date.

For the purpose of any average condition, reinstatement costs will be exclusive of VAT.

Our liability may exceed the **sum insured** for the **buildings** where the excess amount is solely for VAT.

Section B – Buildings

Conditions (action you or we must take)

Here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment may be reduced. In some circumstances your policy may not be valid.

1. Automatic reinstatement of sum insured

Following **damage**, the sums insured by this policy will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided that following reinstatement **you** will:

- a) pay any additional premium as may be requested for reinstatement from the date of reinstatement; and
- b) apply any additional protective devices at the **premises** which **we** may reasonably require.

2. Basis of claims settlement

Reinstatement

The basis upon which **we** will calculate the amount **we** will pay for any claim for **damage** to the **buildings** will be the **reinstatement** of the property lost, destroyed or **damaged**, provided that:

- a) where the **building** is:
 - i) destroyed, **we** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
 - ii) **damaged**, **we** will pay for the replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done had the property been completely destroyed.

- b) The **reinstatement** works:
 - i) may be carried out on another site and in a manner suitable to **your** needs should **you** elect to do so.

However, **our** liability must not be increased.
 - ii) must begin and be carried out as quickly as reasonably practicable.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- a. the **sum insured**; or
- b. the total **sum insured**, or
- c. any other maximum amount payable or the **limit of liability** specified in this section or the schedule.

Section B – Buildings

3 Designation

For the purpose of determining the heading under which any property is insured **we** agree to accept the designation under which that property has been entered in **your** books.

4. Flat roof

You must ensure that:

- a)
 - i) any flat felted roof, or any part of one, of the **premises** will be inspected by a professionally qualified builder or property surveyor;
 - ii) any guttering is checked for blockages or defects by a competent person
at least once every 2 years and any defect identified is repaired as soon as reasonably practicable.
- b) a record of all inspections is made and retained by **you**.

5. Green energy efficiency

Where following **damage** insured by this policy **you** elect with **our** written consent to rebuild the **premises** in a manner that aims to reduce potential harm to the environment or improve energy efficiency **we** agree to pay any additional rebuilding costs which may include but not be limited to the upgrading of taps, showers, urinals, toilets, grey water and rainwater systems, air conditioning and building cooling systems, ventilation systems, provision of hot water and heating systems, lighting and the provision of green roofs, provided that:

- a) **we** will not pay any additional costs for work **you** had already planned to be carried out before the **damage**;
- b) if **our** liability is reduced by the application of any terms or conditions of this policy **our** liability under this clause will similarly be reduced;
- c) **we** will not pay any additional costs for replacing undamaged property;
- d) if **you** elect not to rebuild the **premises** then this clause will not apply;
- e) **you** elect to work to a “Greening” standard where applicable, being the Building Research Establishment’s Environmental Assessment Methodology (BREEAM); and
- f) The maximum **we** will pay for any one event is 10% of the amount that **we** would have paid but for the existence of the clause or up to **£500,000** whichever is less.

Section B – Buildings

6. Waste

You must ensure that:

- a) all oily and/or greasy waste and used cleaning cloths which remain in the **buildings** overnight are kept in metal receptacles with metal lids and removed from the **building** at least once a week;
- b) all combustible trade waste and refuse is:
 - i) swept up daily and kept in bags or bins;
 - ii) removed from the **buildings** every night;
 - iii) removed from the **premises** at least once a week;

7. Workmen and alteration to the premises or business

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but **we** have accepted this insurance on the basis of information supplied and cover under this policy will cease if:

- a) there are changes to the **premises**, the building in which it is located or to the **business** which may increase the risk of **damage**, liability, accident or **bodily injury**;
- b) there are changes in the occupancy or use of the **premises**;
- c) **your** interest in the **premises** or the **business** ceases; or
- d) the **business** is wound up, carried on by a liquidator or receiver or permanently discontinued

unless **you** have notified **us** within a reasonable time and **we** have agreed to these changes in writing.

Optional condition (only applies if shown in the schedule).

1. Day one reinstatement

The insurance by the item(s) indicated in the schedule is subject to the following:

- a) If a **declared value** is stated for any item in the schedule, then **our** liability will not exceed the **sum insured** calculated by applying the **uplift** to the **declared value** as stated in the schedule. **You** having stated in writing the **declared value** of each item in the schedule, the premium has been calculated accordingly.
- b) At the start of each **period of insurance**, **you** must notify **us** of the **declared value** of each of the items insured on a day one basis. In the absence of a declaration, the last amount declared by **you** will be taken as the **declared value** for the next **period of insurance**.
- c) Where General Condition 2. Average is applied, no payment is to be made beyond the amount which would have been payable had this clause not been operative. **Our** liability will be limited to 100% of the **declared value** shown in the schedule.

Section B – Buildings

We will not cover **you**:

- i) until **you** have incurred the cost of replacing or repairing the property;
- ii) if **you**, or someone acting on **your** behalf, have insured the property under another policy which does not have the same basis of reinstatement; or
- iii) if **you** do not comply with any of the provisions of this clause;

The maximum **we** will pay for each separate **premises** to which this condition applies is as stated in the schedule.

What is not covered

We will not cover **you** for:

- 1) **Boiler explosion**
damage caused by or consisting of the bursting of a boiler, economiser vessel machine or apparatus in which internal pressure is due to steam only, belonging to or under **your** control, other than a boiler used for domestic purposes only, but this will not exclude further **damage** which itself results from a cause not otherwise excluded.
- 2) **Consequential loss**
 - a) consequential loss of any kind or description except loss of rent payable if insured by this section; or
 - b) fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for.
- 3) **Excess**
the **excess**.
- 4) **Fraud or disappearance**
damage caused by or consisting of:
 - a) acts of fraud or dishonesty by **you** or by any director, partner or **employee** of **yours**; or
 - b) disappearance or unexplained loss of inventory, shortage, misfiling or misplacing of information or shortages due to error or omission; or
 - c) the voluntary parting with title or possession of any **property insured** if induced by any fraudulent scheme, trick, device or false pretence.

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5) Gradually operating causes and other risks

damage caused by or consisting of:

- a) gradual deterioration, frost, wear and tear; or
- b) an existing or hidden defect or the **property insured's** own faulty or defective design or materials; or
- c) change in water table level except for subsidence, ground heave or landslip; or
- d) faulty or defective workmanship, operational error or omission on **your** part or any of **your employees**; or
- e) the correction of defects in design or any associated costs and expenses; or
- f) collapse or cracking of **buildings** or structures unless resulting from a cause not otherwise excluded; or
- g) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects; or
- h) change in temperature, colour, flavour, texture or finish;

However, **we** will cover **you** for any following **damage** which results from a cause not otherwise excluded.

7) Machinery or electrical breakdown

damage caused by or consisting of:

- a) nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and connecting feed piping; or
- b) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but this will not exclude:

- i) **damage** not otherwise excluded which itself results from an **insured event** or any other accidental cause;
- iii) any following **damage** which itself results from a cause not otherwise excluded.

7) Marine Impact

damage caused by or arising from impact to any **property insured** by any waterborne vessel or craft.

8) Pollution and contamination

damage caused by **pollution**.

However, **we** will cover **you** for **damage**, not otherwise excluded, to the **property insured** caused by:

- a) **pollution** which results from an **insured event**;

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b) an **insured event** which results from **pollution**.

9) **Processes**

damage caused by or consisting of:

a) fire resulting from the **property insured** undergoing any heating process or any process involving the application of heat; or

b) (other than by fire or explosion) resulting from the **property insured** undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

10) **Property**

A. damage to:

a) vehicles licensed for road use, (including accessories their) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft; or

b) land, (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining property underground or off-shore property; or

c) livestock including but not limited to horses, cattle, sheep, pigs, poultry and eggs; or

d) growing crops, trees or plants,

e) above ground transmission and distribution lines and their supporting structures, other than property within 250 metres of any **premises**; or

f) money, cheques, stamps, bonds, credit cards or securities of any description; or

g) property or structures in the course of construction or erection and associated materials or supplies in the course of construction or erection; or

h) property in transit,

i) a public highway, unless **your** property or for which **you** are responsible.

j) china, earthenware, marble or other fragile objects

B. damage to:

jewellery, precious stones, gold and silver articles, precious metals, watches, furs, curiosities, works of art or rare books, explosives or non-ferrous metals, bullion.

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C. damage to:

property which at the time of the happening of the **damage** is insured by or would but for the existence of this policy, be insured by any marine policy or policies other than for any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

D. damage to:

any property more specifically insured by **you** or on **your** behalf.

11) Property in the open

damage to:

- a) moveable property in the open, fences and gates; or
 - b) open-sided **buildings** or **property insured** in them
- caused by wind, rain, hail, sleet, snow, sand, dust, flood or freezing.

12) Subsidence

Damage caused by:

- a) or consisting of the bedding down of new structures or by the settlement or movement of made-up ground or by coastal or river erosion; or
- b) subsidence, ground heave or landslip which started before the beginning of this cover; or
- c) caused by or consisting of subsidence, ground heave or landslip to roads, driveways, yards, footpaths, car-parks or forecourts;
- d) demolition, construction, structural alterations or repair of any property at the **premises**; or
- e) caused by groundworks or excavation at the **premises**.

13) Theft

damage caused by theft or attempted theft:

- a) by any person lawfully in the **premises**;
- b) from any building or part of any building not capable of being locked;
- c) when entry is not gained or exit is not made by forcible or violent means;
- d) if the **building** is **unoccupied**, unless agreed otherwise by **us**;
- e) from unattended vehicles.

14) Unoccupied buildings

damage while the **building** is **unoccupied** caused by:

- a) escape of water from any tank, apparatus or pipe

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- b) malicious persons;
- c) freezing;

However, **we** will cover **you** for **damage** caused by a) above which directly results from fire or explosion.

Section C – Terrorism

This cover is optional and only applies if stated as covered in the schedule

Following the payment of, or promise to pay, the applicable premium the cover provided by this section is added to section A – Automatic Cover, If Section B Buildings and Section E All Risks are shown as operative in the schedule, the cover provided by this section will also apply to those sections.

Additional definitions (What words mean)

The following words will have the same meaning wherever they appear in this section or in the schedule or any endorsements relating to this section. To help identify these words they will appear in bold in the section wording. Please also refer to the General Definitions section.

Act(s) of terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government.

Certified

Formal confirmation from HM Treasury that an **act(s) of terrorism** has occurred in **Great Britain** or has been determined to have been by a Tribunal.

Excess

The amount or amounts shown in **your** policy or the schedule which **we** will deduct from each claim at each separate location.

Nuclear installation

Any installation of a class or description as may be prescribed by regulations made by the relevant secretary of state from time to time by statutory instrument, being an installation designed or adapted for:

- a) the production or use of atomic energy;
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Section C – Terrorism

Property

All property excluding:

- a) any land or building which is occupied as a private residence in whole or in part unless:
 - i) insured under the same insurance policy as the part of the building which is not a private residence;
 - ii) not insured in the name of an individual;
- b) any **nuclear installation** or **nuclear reactor** and all attaching fixtures and fittings, all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve a **nuclear installation** or **nuclear reactor**.

War and allied risks

Any loss occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

What is covered

In consideration of the payment of the premium for Terrorism insurance and its insurance premium tax, this policy is extended for the **period of insurance** to include:

1. **damage to property** insured at the **premises**, situated in England and Wales and Scotland but not the territorial sea adjacent to it as defined by the Territorial Sea Act 1987; and
2. where applicable under this policy, **consequential loss** arising from business interruption,

occasioned by or happening through or because of an **act of terrorism** which is **certified** and which occurs during the **period of insurance**.

Provided that:

- a) this Terrorism insurance is subject to the terms, definitions, provisions, conditions and extensions of this policy except as expressly varied under this section and providing that if there is conflict between this section and the rest of the policy this section will prevail; and
- b) **our** liability for all losses arising out of any one occurrence and, where applicable under this policy, in total in any one **period of insurance** will not exceed the limits as otherwise specified in this policy.

Section C – Terrorism

Conditions (actions that you or we agree to take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1. The cover provided under this section will not apply to:
 - a) any Long Term Agreement / Undertaking to which this policy is subject;
 - b) any terms in this policy that provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**.
2. **You** must declare to **us** all **property** and/or premises owned by **you** or for which **you** are responsible including all **property** and/or premises of subsidiary companies.
3. In any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered, the burden of proving that **damage** or **consequential loss** is covered will be upon **you**.
4. Irrespective of the currency in which this policy is expressed, the **limit of liability** and the premium for the Terrorism Insurance provided by this section will be determined in £ (pounds sterling).

What is not covered

We will not cover **you** for **damage**:

1. occasioned by or happening through or because of **war and allied risks**;
2. caused by or contributed to, by or arising from:
 - a) **damage** to or the destruction of any **computer system**;
 - b) any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your property** or not, where the loss is caused by or contributed to, by, or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

However this exclusion 2. will not apply to **damage** to **property**, the proximate cause of which is an **act of terrorism**, where the **damage**:

- i) results directly (or, solely as regards ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle or of any goods or cargo carried in or on a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- ii) comprises:
 - a. the cost of reinstatement, replacement or repair following **damage** to **property** insured by **you**; or
 - b. the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **damage** of **property** insured by **you** or as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by **you** by

Section C – Terrorism

reason of an **act of terrorism** causing **damage** to other **property** within 1 mile of the **property** insured by **you** to which access is affected; or

- c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish a loss;

and

- iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any legitimate government or accepted (illegitimate) government of any nation, country or state.
- iv) The definition of **property** for the purposes of this exclusion 2. excludes:
 - a) any **money**, non-negotiable instruments, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, financial securities or any other financial instrument of any sort; and
 - b) any **data**.
- v) Regardless of exclusion 2. iv) b), to the extent that **damage of property** within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results from any alteration, modification, distortion erasure or corruption of **data**, that will not prevent cost or business interruption loss directly resulting from **damage of the property** and otherwise falling within sub-paragraphs i) and ii) above from being recoverable under this endorsement. In no other circumstances than the previous sentence, however, will any loss or losses caused by, contributed to, by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this endorsement.
- vi) For the avoidance of doubt, the burden of proof will be on **you** to prove or establish all the matters referred to in sub-paragraphs i) and ii) above

Section D – Loss of Licence

Optional section - covered only if shown in the schedule

Additional definitions (What words mean)

The following words will have the same meaning wherever they appear in this section or in the schedule or any endorsements relating to this section. To help identify these words they will appear in bold in the section wording. Please also refer to the General Definitions section.

Licence

The justices licence in force for the retail sale of excisable liquors at the **premises** and issued in accordance with the following core legislation as appropriate to the location of the **premises** or any subsequent amending or replacing legislation:

- a) The Licensing Act 1964 (England and Wales); or
- b) The Licensing (Scotland) Act in 1976.

Loss of licence

- a) Forfeiture due to licencing regulations; or
 - b) refusal to renew by the licencing authority
- due to causes beyond **your** control.

What is covered

Following **loss of licence we** will pay **you** for the amount of depreciation in value of **your** interest in the **premises** or the **business**.

We will also pay for all costs and expenses **you** incur with **our** written consent in connection with any appeal against any forfeiture, suspension or withdrawal of the **licence**.

Limit of liability (How much we will pay)

The maximum **we** will pay in any one **period of insurance** is the **limit of liability** stated in the schedule.

Should there be more than one insured, as stated in the schedule, **we** will cover each in terms of this section as if the other was not included as an insured provided that the total amount payable does not exceed the **limit of liability**.

Section D – Loss of Licence

Conditions (actions that you or we agree to take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

You must give us written notice within forty-eight hours of receiving information whether oral or written of:

1. **Action against the licence holder**

any action against the **licence** holder, manager, tenant or other occupier of the **premises** for any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.

2. **Change in tenancy**

a change in tenancy or management of the **premises**;

3. **Complaints**

complaints about the **premises** or about the conduct or control of the **business**.

4. **Endangering the licence**

any objection to renewal of the **licence**, or any other reason which could endanger the **licence** or its renewal;

5. **Transfer of the licence**

any transfer or proposed transfer of the **licence**;

What is not covered

We will not pay where:

1. **you** can obtain statutory compensation for **loss of licence**;
2. where the **loss of licence** arises out of:
 - a) any town or country planning, improvement or redevelopment;
 - b) compulsory purchase or surrender;
 - c) reduction or redistribution of licences;
 - d) a change in the law.

Section E – All Risks

Optional section – covered only if shown in the schedule

Additional definitions (what words mean)

The following words will have the same meaning wherever they appear in this section or in the schedule or any endorsements relating to this section. To help identify these words they will appear in bold in the section wording. Please also refer to the General Definitions section.

Property insured

Property belonging to **you** or for which **you** are responsible as set out in the schedule.

Territorial limits

The following areas as chosen by **you** and as shown in the schedule as they apply to each item:

- A. At **your business premises**;
- B. Anywhere in the General definition of **territorial limits**;
- C. Anywhere in the European Union; or
- D. Anywhere in the world.

What is covered

We will cover **you** for **damage** by any cause not specifically excluded to **property insured** specified in the schedule up to the limits specified in the schedule anywhere in the **territorial limits** provided the **damage** occurs within the **period of insurance**.

Conditions (action you or we must take)

Included here are the conditions of the insurance that you need to meet as your part of this policy. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced.

1. Reinstatement

The basis upon which **we** will calculate the amount payable for **property insured** by all items other than **stock** will be the **reinstatement** of the property **damaged** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

1. **Our** liability for the repair or restoration of property partly **damaged** will not exceed the amount which would have been payable had the property been wholly destroyed.
2. 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 exceeds its **sum insured** at the start of any **damage**, **our** liability will not exceed that proportion of the amount of the **damage** which the **sum insured** will bear to the sum representing the total cost of reinstating the whole of the property at that time.
3. No payment beyond the amount which would have been payable in the absence of this condition will be made:
 - a) unless **reinstatement** starts and proceeds as quickly as possible;
 - b) until the cost of **reinstatement** will have been actually incurred;

Section E – All Risks

- c) if the **property insured** at the time of its **damage** will be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of **reinstatement**.

4. All the other terms and conditions of this policy will apply for any claim payable under this condition so far as they are able.

NB: This condition does not apply to claims for **employees'**, principals' or directors' personal effects.

2. Subrogation waiver

In the event of a claim arising under this section **we** agree to 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** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.
- b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.

3. Vehicle security requirements

For any vehicle or trailer owned or operated by **you**, **you** must ensure that, whenever the vehicle is not individually attended:

- a) all doors, windows and other openings are securely locked and properly fastened and the keys are removed from the vehicle; and
- b) any alarm and immobilizer is switched on and made fully operational

and outside the working day of the driver, it is either:

- i) garaged in a securely locked building of substantial construction; or
- ii) in a compound which has secure walls and fences, with all exit points secured by locked gates; or
- iii) in a permanently guarded security park.

What is not covered

We will not pay for the following:

1. any **consequential loss**;
2. financial loss caused by the loss of use or malfunction of the **property insured**;
3. **damage** arising from:
 - a) faulty or defective design materials, inherent vice or latent defect;
 - b) mechanical, electrical, electronic, computer breakdown, failure or derangement;

Section E – All Risks

- c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause;
 - d) process of cleaning, restoring or repairing;
 - e) process of production, packing, treatment, testing or commissioning;
 - f) confiscation or detention by Customs or government officials;
 - g) disappearance or shortage identified only by stocktaking;
 - h) riot, civil commotion occurring elsewhere than in Great Britain, the Channel Islands or the Isle of Man.
4. **damage** resulting from theft or attempted theft or unexplained disappearances:
- a) from an unattended vehicle unless the item stolen is stored in a locked boot or if there is no boot, an unattended vehicle without windows; or
 - b) of **property insured** which is unattended unless there is forcible and violent entry or exit.

This exclusion will not apply where there is evidence that **your** vehicle security system and key fob have been electronically hacked.

5. **damage** to:
- a) **property insured** loaned or hired out by **you**;
 - b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the **property insured** was being transported;
 - c) property left in the open by theft, attempted theft, storm or flood;
 - d) property carried on the outside of vehicles unless as a direct result of collision or overturning.

6. **damage** caused by **pollution**.

However **we** will cover **damage** to the **property insured** caused by **pollution** which itself results from:

- a) fire, lightning, explosion, aircraft or other aerial devices dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or
 - b) any of the above named covers which itself results from **pollution** provided it is not otherwise excluded.
7. **damage** occurring outside the **territorial limits**;
8. the **excess** shown in the schedule



Leadenhall Building,
122 Leadenhall Street,
London,
EC3V 4AG.

