



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

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### **YOUR POLICY**

This is your Commercial Policy Underwritten by **China Taiping Insurance (UK) Co Ltd**.

It clearly sets out what is and what is not covered.

This wording should be read in conjunction with the Schedule and the Statement of Fact, as together these documents form your contract of insurance. We advise You to read these carefully to ensure that all the details are correct and that they meet your requirements, and that you understand the terms conditions and exclusions.

You should check the Sums Insured are adequate for your needs and address any queries you may have to your Insurance adviser.

Immediate notification must be made of any changes which may affect the insurance provided.

Signed on behalf of Doulton Underwriting Agents Limited.



.....  
**Authorised Signature**



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### ENQUIRY OR COMPLAINTS PROCEDURE

Any enquiry or complaint should be addressed in the first instance to your insurance advisor.

If following contact with the above you feel that you require further assistance then please contact the Managing Director at:

Doulton Underwriting Agents Ltd, 60 The Grove, West Wickham, Kent, BR4 9JT

All complaints received will be acknowledged and dealt with efficiently.

If you are not satisfied with the way in which your complaint has been dealt with you may contact:

The Compliance Officer, China Taiping Insurance (UK) Company Limited, 2 Finch Lane, London EC3V 3NA.  
Tele: 0207 839 1888 or Fax 0207 621 1202 e-mail: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)

**The** Compliance Officer will acknowledge the complaint, within five business days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:-

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones  
(If **you** are calling from outside of United Kingdom: 0044 20 7964 0500)  
Fax: 020 7964 1001  
e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of **our** Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

It would greatly assist us if you quote your Policy Number in any communication



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### **EMPLOYERS' LIABILITY TRACING OFFICE - DATA PROTECTION**

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes on name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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, (the "Claimants"):

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

The Database will be managed by the ELTO.

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

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



## DUTY OF FAIR PRESENTATION

The Insured must make a fair presentation of the risk to the Company at inception, renewal and variation of the policy.

- (a) In the absence of such fair presentation, the Company may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
- i) deliberate or reckless; or
  - ii) of such other nature that, if the Insured had made a fair presentation, the Company would not have underwritten the risk

The Company will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless;

- (b) If the company would have issued the policy on different terms had the insured made a fair presentation, the company will not avoid the policy (except where the failure is deliberate or reckless) but the company may instead:-
- i) reduce proportionately the amount paid or payable on any claim, the proportion for which the company is liable being calculated by comparing the premium actually charged as a percentage of the premium which the company would have charged had the insured made a fair presentation; and/or
  - ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as the company would have imposed had the insured made a fair presentation

For the purposes of this condition references to:

- 1) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy),
- 2) the renewal date (where the failure occurs at renewal of the policy),
- 3) the variation date (where the failure occurs when the policy is varied);
- 4) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 5) issuing a policy should be treated as references to issuing the policy at inception, renew or varying the policy as the context requires.



### **THE LAW APPLICABLE TO THIS CONTRACT**

The parties to this contract have the right to choose the law that should apply. China Insurance proposes to apply English law except for those customers who at inception of the contract are domiciled

i) in Scotland where Scottish law will apply

or

ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary the appropriate law as detailed above will apply.

### **GLASS REPLACEMENT SERVICE**

If you have glass covered under the Policy which has been broken telephone GLASSOLUTIONS on their 24 hour Freephone number **0800 474747** and assistance will be provided within hours.

Subject to the terms conditions limitations and exceptions of the Policy you pay nothing apart from the policy excess and VAT (where applicable). GLASSOLUTIONS invoice the Company direct. If the repair cannot be completed on the spot the damage will be securely boarded up.

### **SPECIAL PROVISIONS**

#### **1. Reinstatement of the Sum Insured**

In the event of a claim for an amount not exceeding £2,000 the Sum Insured shall not be reduced by the amount of the loss destruction or damage. In the event of all other claims the Sum Insured shall be reduced by the amount of the loss destruction or damage until the next renewal of the Policy unless the Company agrees on payment of an additional premium to reinstate the Sum Insured.

#### **3. Average**

If on the happening of loss destruction or damage a Sum Insured under Sections 1, 3, 8, 9 or 10 is less than the value of the property covered including (for Sections 1 and 8) the cost of removal of debris and (for Section 8) architects' and surveyors' fees the amount payable shall be proportionately reduced.

#### **4. Excess**

The Company will not be liable for the any payment of the Excesses as shown in the Policy Schedule or in the Policy Wording as ascertained after the operation of Special Provision 3 Average where applicable.



## **GENERAL DEFINITIONS**

### **The Business**

The Insured's business or profession as stated in the Schedule.

### **The Premises**

That part of the Premises at the address stated in the Schedule used by the Insured in connection with the Business.

### **Damage**

Loss destruction or damage

### **Insured Person**

Means any of the Insured's principals, directors, partners or employees



### SECTION 1: CONTENTS

Only operative if indicated in the Schedule

#### COVER

1. The Company will indemnify the Insured in respect of Damage to the Contents
  - (a) Whilst in the Premises
  - (b) (other than stock and goods in trust) up to a limit of 10% of the sum insured of such Contents whilst temporarily removed from the Premises for cleaning renovation or repair anywhere within Great Britain Northern Ireland the Channel Islands and the Isle of Man.

Occurring during the Period of Insurance by

- (i) **Fire explosion lightning**
- (ii) **Theft or Attempted Theft**  
Loss or damage caused by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's household or the Insured's employees
- (iii) **Storm or flood** (other than frost subsidence ground heave or landslip)
- (iv) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
- (v) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessation of work and loss destruction or damage in Northern Ireland)
- (vi) **Malicious persons** other than theft or damage in the furtherance of theft
- (vii) **Aircraft** and other aerial devices or articles dropped from them
- (viii) **Earthquake**
- (ix) **Impact** by road or rail vehicles
- (x) **Escape of oil** from a fixed oil fired heating installation
- (xi) **Breakage or collapse** of radio or television aerials
- (xii) **Falling trees or parts thereof** other than loss or damage caused by or as a result of felling or lopping of trees for or on behalf of the Insured.



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2. The Company will also indemnify the Insured in respect of
- (a) Damage to the fabric of the Premises (other than outbuildings) arising from theft or attempted theft involving entry or exit by forcible and violent means provided that the Insured is responsible for the repairs and is not specifically insured elsewhere
  - (b) Accidental damage to underground pipes services and cables provided the Insured is responsible for the repairs
  - (c) The cost of removing debris of the property insured by this Section from the site of the damage or the immediate adjacent area following destruction or damage covered by this Section
  - (d) The costs incurred in the necessary replacement of any locks of the Premises other than locks of any safe following the theft of keys to such locks
    - (i) From the Premises or the private residence of the Insured or any employee authorised to hold such keys
    - (ii) Involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's family

Provided that the liability of the Company shall not exceed £500 any one loss occurring during the Period of Insurance.

### LIMITS

The amount payable in any one Period of Insurance is limited as follows

- |   |  |
|---|--|
| 1. Property (other than stock and goods in trust) temporarily removed | 15% of the Sum Insured on Contents (other than stock and goods in trust) |
| 2. Computer Systems records   | £1,000   |
| 3. Any one employee's personal effects (including pedal cycles)       | £500   |
| 4. Any other claims   | The corresponding Sums Insured/limits in the Schedule                    |





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### **CLAIMS SETTLEMENTS**

1. Claims for the total loss or destruction of Contents (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of replacement by property similar to but no better or more extensive than the Contents when new
2. Claims for damage to Contents (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the Contents when new
3. Claims for documents manuscripts and business books will be settled on the basis of the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained in them
4. Claims for computer systems records will be settled up to the limit shown on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained in them
5. Claims for patterns models moulds plans and designs will be settled on the basis of the value of the material together with the cost of labour expended in reinstatement
6. All other claims will be settled on the basis of indemnity and will be subject to adjustment for wear and tear

### **DEFINITIONS**

#### **Contents**

1. All trade contents belonging to the Insured or for which the Insured is responsible in the Premises including employees' effects and pedal cycles if they are not otherwise insured and tenants improvements building owner's fixtures and fittings and interior decorations and shop fronts for which the Insured is responsible
2. Documents manuscripts and business books
3. Computer systems records
4. Patterns models moulds plans and designs



### EXCEPTIONS

This Section does not cover

1. Any item for which there is no Sum Insured in the Schedule
2. Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
3. Damage to electrical equipment by short circuiting or overrunning not resulting in fire
4. Damage to gaming machines
5. Theft from any yard garden open space or outbuilding
6. Damage by storm or flood to moveable property in the open
7. Damage to stock in trade or goods in trust at or below ground floor level of the premises caused by storm or flood or escape of water from water tanks apparatus or pipes or escape of oil from a fixed oil fired heating installation unless the stock is on stillage at least six inches above the floor.
8. Deeds bonds promissory noted or Money as defined in Section 4
9. Damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event not insured by this Section
  - (b) to property not insured by this Section
10. Damage attributable solely to change in the water table level
11. Accidental Damage
12. Theft or attempted theft by or in collusion with any of the Insured's employees or inmates of the Insured's premises.



## SECTION 2: GLASS

Only operative if indicated in the Schedule

### COVER

The Company will indemnify the Insured for

1. breakage of fixed glass (the property of the Insured or for which the Insured is responsible) at the Premises and the reasonable cost of any necessary boarding up
2. damage to window frames framework fittings and displays resulting from such breakage
3. damage to sanitaryware by breakage or fracture of such a nature as to render such article totally unserviceable
4. damage to fixed signs canopies and external blinds at the Premises

occurring during the Period of Insurance and not exceeding the Sum Insured

### EXCEPTIONS

This Section does not cover

1. chipping cracking wear and tear or other deterioration of sanitary ware
2. disfiguration or damage other than fracture extending through the entire thickness of the glass
3. breakage of the glass during its removal or during work on or alteration to it or its framework beading or other fittings
4. domestic glassware and glassware forming part of the Insured's stock in trade or stained glass
5.
  - (a) damage to neon tubing unless the glass is fractured
  - (b) loss or damage arising from wear and tear mechanical or electrical breakdown and any process of repair removal or erection of neon signs or any part thereof
  - (c) loss or damage resulting from worn or defective fastenings to neon signs canopies or external blinds



### SECTION 3: LOSS OF INCOME

Only operative if indicated in the Schedule

#### COVER

The Company will indemnify the Insured for

1. (a) loss of income and  
(b) additional expenditure

Resulting from

- (i) Damage
  - (a) insured by Section 1 other than 1 (b)(ii) **Theft or Attempted Theft, Buildings Accidental Damage** (if endorsement CC2 is applicable) and **Contents Accidental Damage** (if endorsement CC1 is applicable)
  - (b) to the Property (as defined in Section 8) and caused by any of the events itemised under paragraph 1 of Cover in Section 8 and not otherwise excluded
  - (c) to property in the vicinity of the Premises preventing or hindering the use of the Premises or access to them and caused by any of the events itemised under paragraph 1 of Cover in Section 1
  - (d) to the Insured's books of account or other business books or records and the amount payable as indemnity shall not exceed
    - (i) the difference between
      - (a) the total loss of income
      - (b) the total of the amounts received or traced in respect thereof
    - (ii) the additional expenditure necessarily and reasonably incurred with the previous consent of the Company in tracing or establishing the outstanding Income after the loss destruction or damage
- (ii)
  - (a) any occurrence of a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises
  - (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
  - (c) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises



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- (iii) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
- (iv) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
- (v) any occurrence of murder or suicide at the Premises or within a secured area under control of the police authorities
- (vi) Accidental Failure of Public Supplies of Electricity Gas or Water at the terminal ends of the public supply undertakings feed to the premises not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply

occurring during the Period of Insurance and the amount payable as indemnity shall be

- (a) the shortfall between the Income received during the Indemnity Period and the Income which would have been received but for the Damage
- (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided

less any sum saved during the Indemnity Period on business expenses or charges which cease or reduce as a result of the Damage

If during the Indemnity Period the Insured or others acting on the Insured's behalf sells goods or performs services away from the Premises for the benefit of the Business any money paid or payable for such sales or services shall be taken into account in arriving at the Income during the Indemnity Period

2. the reasonable charges payable by the Insured to their professional accountants for producing any particulars in the Insured's books of account or other business books or documents or any other information required by the Company under the terms of General Condition 4(d) and for reporting that such particulars are in accordance with the Insured's books of account or other business books or documents

### **LIMITS**

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 3 in the Schedule

To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax



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### DEFINITIONS

#### Income

The money paid or payable to the Insured for goods sold and delivered (less the net purchase price of such goods) and for services rendered in the course of the Business at the Premises

#### Notifiable Disease

Illness sustained by any person resulting from

- (i) food or drink poisoning

or

- (ii) any human infectious or human contagious disease specifically detailed below:  
Acute encephalitis – Acute poliomyelitis – Anthrax – Cholera – Diphtheria – Dysentery – Food poisoning – Leprosy – Leptospirosis – Malaria – Measles – Meningitis: meningococcal, pneumococcal, haemophilus influenzae, viral – Meningococcal septicaemia (without meningitis) – Mumps – Ophthalmia neonatorum – Paratyphoid fever – Rubella – Scarlet fever – Smallpox – Tetanus – Tuberculosis – Typhoid fever – Typhus fever – Viral haemorrhagic fever – Viral hepatitis: Hepatitis A, Hepatitis B, Hepatitis C – Whooping cough – Yellow fever

#### Indemnity Period

- (a) in respect of 1 (i) of Cover

The period beginning with the occurrence of the loss destruction damage or event and lasting no longer than 12 months thereafter during which the results of the Business shall be affected by the loss or damage

- (b) In respect of 1 (ii), (iii), (iv), (v) and (vi) of Cover

The period beginning with the occurrence or discovery of the incident or the date from which the restrictions on the Premises are applied and lasting no longer than three months thereafter during which the results of the Business shall be affected as a result of the incident or restrictions



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### EXCEPTIONS

This Section does not cover

1. loss resulting from explosion (whether caused by fire or otherwise) of plant (other than boilers or economisers on the Premises) designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to damage by fire resulting from explosion)
2. any loss arising under Cover 1 (i) (a) unless a payment is made or liability admitted under Sections 1 or 2
3. any loss arising under Cover 1 (i) (b) unless a payment is made or liability is admitted under a material damage insurance covering the Insured's interest in the Property (as defined in Section 8)
4. in respect of 1 (ii), (iii), (iv), (v) and (vi) of Cover
  - (i) any costs incurred in the cleaning repair replacement recall or checking of Contents (as defined in Section 1) or Property (as defined in Section 8)
  - (ii) any loss arising from Premises which have not been directly subject to an incident referred to in 1 (ii), (iii), (iv), (v) and (vi) of Cover
5. in respect of 1 (i) of Cover loss resulting from pollution or contamination except loss resulting from pollution or contamination at the Premises caused by Damage as defined in paragraph 1 (i)
6. loss attributable solely to the change in water table level
7. any loss arising from the first two hours failure of supply as provided in Cover 1 (vi)



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## SECTION 4: MONEY

Only operative if indicated in the Schedule

### COVER

The Company will indemnify the Insured for

1. Loss of Business Money
  - (a) in the Premises
  - (b) in transit in the custody of the Insured or his/her authorised representative to or from a Bank or Post Office and the Insured's premises
  - (c) at any of the Insured's sites of contract during business hours
  - (d) in bank night safes until removed by a bank official
  - (e) in the private residences of the Insured and the Insured's employeesanywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. Damage to any safe in the Premises arising from any attempt to steal Money from it
3. Damage to money belts waistcoats cash-carrying cases and similar cash-carrying devices designed for the safe carriage of Money arising out of theft or attempted theft

occurring during the Period of Insurance

### LIMITS

The liability of the Company for one or more occurrences arising directly or indirectly from one source or original cause is limited as follows

1. Money in the private residence of the Insured or any authorised employee of the Insured £ 250
2. Crossed cheques crossed giro cheques crossed bankers' drafts crossed giro drafts crossed money order crossed postal orders stamp franking machine units stamped National Insurance Cards National Savings certificates premium bonds credit card sales vouchers and VAT purchase invoices £ 250,000





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3.	Money (other than Money described in 2 above) in the Premises when closed for business		
	(a) contained in locked safe(s)	£	1000*
	(b) not contained in locked safe(s)	£	250
4.	Any other loss of Money	£	2000*

\* or as varied in the Schedule

### **SPECIAL CONDITION**

It is a condition precedent to liability that

1. whenever the Premises are closed for Business all the keys and records of combination code(s) of the safe(s) be removed from the Premises except while the Insured or an authorised employee is actually therein
2. if the person(s) holding the keys and records of combination code(s) resides in a residence adjoining or communicating with the Premises the keys and records of combination code(s) be removed from the residence whenever such residence is left unattended
3. the till or any cash register be left open and empty whenever the Premises are closed for business

### **DEFINITION**

#### **Money**

Current coin bank notes currency notes cheques giro cheques travellers' cheques bankers' drafts giro drafts bills of exchange money orders postal orders current postage stamps stamp franking machine unused units revenue stamps National Insurance stamps (whether affixed to cards or otherwise) National Savings Certificates premium bonds holiday with pay stamps Luncheon Vouchers trading stamps consumer redemption vouchers gift tokens credit card sales vouchers VAT purchase invoices securities for money authenticated travellers' tickets machine tokens telephone charge cards and lottery scratch cards



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### EXCEPTIONS

This Section does not cover

1. loss due to the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
2. shortage due to errors or omissions in receipts payments or accountancy
3. loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
4. interruption of the Business or any other consequential loss
5. money in any note coin or token operated machine
6. theft of money from unattended vehicles
7. Theft of money during business hours unless following entry to or exit from the premises by forcible violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's employee's
8. Mysterious disappearance



## SECTION 5: ASSAULT

Only operative if indicated in the Schedule

### COVER

The Company will under 1 described below indemnify the insured up to the limit stated and under 2 described below pay to the Insured the relevant benefits if during the Period of Insurance as Insured Person in the course and arising out of the Business and as a direct result of assault or violence or threat thereof

1. sustains loss of or damage to clothing and personal effects – up to £ 500
2. sustains bodily injury resulting directly and independently of any other cause within two years in
  - (a) death £ 10,000
  - (b) loss of one or more limbs and/or sight of one or both eyes £ 10,000
  - (c) permanent total disablement from attending to any and every occupation £ 10,000
  - (d) temporary total disablement from attending to the whole of his/her usual occupation – during such disablement at the rate per week of £ 100

provided that

1. benefit shall not be payable
  - (i) under more than one of 2(a) 2(b) or 2(c)
  - (ii) under 2(c) until the expiry of two years from the date of disablement
  - (iii) under 2(d) for any disablement for which benefit is payable under 2(a) or 2(b) except in respect of the period prior to benefit becoming payable under 2(a) or 2(b)
  - (iv) under 2(d) for more than two years from the date of disablement
2. in connection with any claim under 2 above an Insured Person shall if required submit him/herself to medical examination at the expense of the Company

### SPECIAL PROVISION

#### Assignment

The benefits payable under this Section are not assignable. Payment of any benefit shall be made only to the Insured unless the Insured shall request that the payment be made direct to the Insured Person in either event his/her receipt shall be the discharge of the Company. This option shall apply to weekly benefits only



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### **DEFINITIONS**

#### **Insured Person**

The Insured or any director partner or employee of the Insured aged between 15 and 70 years

#### **Loss of Limb**

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

#### **Loss of Sight**

Total and irrecoverable loss of sight



## SECTION 6: LIABILITY TO OTHERS

Only operative if indicated in the Schedule

### COVER

1. The Company will indemnify the Insured for all sums which the Insured becomes legally liable to pay as damages in respect of
  - (a) bodily injury (including death or disease) to any person except bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured
  - (b) loss of or damage to property
  - (c) trespass nuisance or any interference with any right of way light air or water

occurring within the Geographical Limits during the Period of Insurance in connection with the Business which for the purposes of this Section shall not include manual work away from the Premises other than the collection or delivery of Products

The indemnity provided above shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within the Geographical Limits disposed of by the Insured prior to the occurrence of the bodily injury or damage to property giving rise to liability

- (d) bodily injury (including death or disease) sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured and caused within the Geographical Limits during the Period of Insurance
- (e) charges of wrongful arrest false imprisonment or slander made against the Insured and arising from an allegation by the Insured or an Employee of shoplifting or other improper conduct by any person (other than an Employee) at the Premises during the Period of Insurance provided that the total amount of damages exceed £100

The Company will also pay Legal Costs and Solicitor's Fees

The indemnity granted by paragraph 1 (d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Isle of Man and the Channel Islands insofar as this clause applies to those territories) but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provision of such legislation



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2. At the request of the Insured named in the Schedule the Company will subject to the terms exceptions and conditions of this Section indemnify any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Company whether or not bodily injury loss of or damage to property has occurred for
- (a) the defence of any criminal proceedings brought against such person for an offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 and Part II of the Consumer Protection Act 1987 and similar safety legislation arising from the Business and
  - (b) prosecution costs awarded against such person in respect of such proceedings and
  - (c) an appeal against conviction arising from such proceedings

provided always that

- (i) the Company shall not be liable
  - (a) for the payment of fines or penalties
  - (b) if the prosecution arises directly or indirectly in connection with work specifically excluded under this Section
- (ii) such director or Employee shall comply with the terms of this Section and Policy
- (iii) the conduct and control of claims under this Section is vested in the Company

### LIMITS

1. (not applicable to Cover 1 (d) or 1 (e) above)

The liability of the Company for all damages payable shall not exceed £1,000,000

- (a) in the aggregate in respect of all bodily injury loss of or damage to property happening in any one Period of Insurance and caused by the Products
- (b) in respect of any one occurrence or series of occurrences consequent on one original cause in respect of all other bodily injury loss or damage

2. (applicable to Cover 1(e) only)

The liability of the Company for all damages payable arising out of any one occurrence or series of occurrences consequent on one original cause shall not exceed £25,000

3. (applicable to Cover 1 (d) only)

The liability of the Company for all damages costs fees and expenses shall be £10,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

4. The liability of the Company for all damages costs and fees for which they become legally liable to pay arising from a claim due to an act of terrorism resulting in bodily injury sustained by an employee shall not exceed an amount of £5,000,000 any one occurrence and not as may otherwise be stated herein

### **DEFINITIONS**

#### **EMPLOYEE**

1. Any person under a contract of service or apprenticeship with
  - (a) the insured
  - (b) any other party and who is borrowed by or hired to the insured
2. Any self-employed person working for the Insured

#### **GEOGRAPHICAL LIMITS**

1. Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. Elsewhere in the world provided the action for damages is brought in the courts of law of the territories mentioned in 1

#### **LEGAL COSTS**

The legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Company

#### **SOLICITOR'S FEES**

The Solicitor's fees incurred with the written consent of the Company for representation of the Insured at

1. any coroners inquest or fatal inquiry arising from any death
2. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to the property

which may be the subject of a claim under this Section

#### **PRODUCTS**

All products pertaining to the Business sold or supplied from or repaired altered or treated in the Premises in connection with the Business and including containers parts components accessories and materials of such products



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### EXCEPTIONS

(not applicable to Cover 1 (d) above)

this Section does not cover liability

1. arising from

- (a) loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than personal effects (including vehicles) of directors visitors or Employees

This Exception shall not apply to loss of or damage to the Premises provided that they are leased or rented by and not owned by the Insured and provided that the liability does not arise solely under the terms of a lease or rental agreement

The Insured shall be responsible for the first £250 of each claim for damage to the Premises whilst leased or rented unless caused by fire or explosion

- (b) any breach of professional duty or fault error or omission in any advice design plan or specification
- (c) bodily injury loss or damage deliberately caused by or on the instructions of the Insured or any Employee whilst engaged in supervisory duties unless caused by wilful misconduct of such Employee
- (d) the ownership possession or use of any
  - (i) aircraft or watercraft except non power driven craft used on inland waterways
  - (ii) mechanically propelled vehicle but (unless an indemnity is granted by another insurance) this Exception shall not apply to
    - (a) the loading or unloading of any mechanically propelled vehicle
    - (b) the use of Employees' own vehicles on the Insured's Business
- (e) bodily injury loss or damage arising directly or indirectly from
  - (i) products sold supplied repaired altered or treated by the Insured on terms less favourable to the Insured than the ordinary process of law governing their sale supply repair alteration or treatment

This exception shall not apply to liability that would have attached in the absence of such terms
  - (ii) the use of any drug chemical medicine or other preparation or the sale or supply of these preparations which are





# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

- (a) sold or supplied solely under a prescription from a medical practitioner
  - (b) not of proprietary manufacture
  - (iii) the sale or supply of animal (including fish and bird) feeding compounds or ingredients used therein fertilisers insecticides pesticides seeds or similar commodities
  - (iv) the sale supply or fitting of second hand goods
  - (v) the fitting of parts to motor vehicles
2. (a) in respect of loss or damage to the Products
- (b) to make any refund of the payment received for the Products
- (c) for the cost of repair alteration or replacement of the Products
3. in respect of bodily injury (including death or disease) or loss of or damage to property arising from pollution or contamination unless due to a sudden identifiable unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance

All pollution and contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

(only applicable to Cover 1 (d))

4. The Company will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is
- (a) carried in or upon a vehicle
  - (b) entering or getting on to or alighting from a vehicle where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road

For the purpose of this exception the expression 'road' 'use' and 'vehicle' have the same meaning as in the Road Traffic Act 1988 or similar legislation

5. Due to any act of terrorism other than bodily injury sustained by an employee for which the liability of the Company shall not exceed the sum stated in limits 3 herein

## 6 FAMILY EXCEPTION

Employers Liability

For Bodily Injury sustained by any Employee Closely Related to the Insured

For the purposes of this exception Closely Related shall mean husband wife father mother grandfather grandmother stepfather stepmother son daughter grandson granddaughter stepson stepdaughter bother sister half-brother or half-sister

This exception will not apply where the business is incorporated as a limited company



## **SECTION 7: GOODS IN TRANSIT**

Only operative if indicated in the Schedule

### **COVER**

The Company will indemnify the Insured for Damage to the Property occurring during the Period of Insurance and within Great Britain Northern Ireland the Channel Islands and the Isle of Man whilst the Property is in transit by vehicle or being loaded onto or unloaded from any Vehicle

### **LIMITS**

The amount payable in respect of any one Vehicle during any one Period of Insurance shall not exceed the Sum Insured stated under Section 7 of the Schedule

### **SPECIAL CONDITION**

#### **Precautions**

The Insured shall maintain use and keep in thorough working order all the protections on the Vehicle

### **DEFINITIONS**

#### **Property**

Goods incidental to the Business the property of the Insured or for which the Insured is responsible

#### **Vehicle**

Any mechanically propelled vehicle in the custody or control of the Insured (including any attended trailer)

### **EXCEPTIONS**

This Section does not cover

1. Loss of or Damage to Property in a Vehicle when left unattended
2. Damage to money (as defined in Section 4) jewellery watches gold platinum and silver
3. Damage caused by or resulting from
  - (a) theft of or water damage to Property when not in a closed Vehicle owned or operated by the Insured
  - (b) inherent defect or vice deterioration contamination mildew or vermin
  - (c) depreciation in value delay loss of market or other consequential loss
  - (d) the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
  - (e) unexplained shortages
  - (f) wear and tear or any gradually operating cause



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## SECTION 8: BUILDINGS

Only operative if indicated in the Schedule

### COVER

The Company will indemnify the Insured for

1. Damage to the Property occurring during the Period of Insurance by
  - (i) **Fire explosion or lightning**
  - (ii) **Storm or flood** (other than frost subsidence or ground heave or landslip)
  - (iii) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
  - (iv) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss or damage resulting from cessation of work and loss or damage in Northern Ireland)
  - (v) **Malicious persons** (other than loss or damage in Northern Ireland) other than theft or damage in furtherance of theft
  - (vi) **Aircraft** and other aerial devices or articles dropped from them
  - (vii) **Earthquake**
  - (viii) **Impact** by road or rail vehicles
  - (ix) **Theft** involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's household or the Insured's employees
  - (x) **Escape of oil** from a fixed oil fired heating installation
  - (xi) **Breakage or collapse** of radio or television aerials
  - (xii) **Falling trees or parts thereof** other than loss or damage caused by or as a direct result of felling or lopping trees for or on behalf of the Insured
  - (xiii) **Accidental damage to** underground pipes services and cables provided the Insured is responsible for the repairs
  
2.
  - (a) the cost of removal of debris dismantling and/or demolishing shoring up or propping of portions of the Property
  - (b) architects' and surveyors' fees necessarily incurred in the reinstatement of the Property (but not exceeding the scale of fees authorised by the respective professional institutes)
  - (c) the additional cost of reinstatement of the Property necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-laws consequent on loss destruction or damage covered under this Section
  
3. **Underground Services**

The cost of repairing Damage by an Insured Peril to piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of your responsibility and provided such damage is not otherwise insured



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **LIMIT**

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 8 in the Schedule

### **CLAIMS SETTLEMENTS**

Claims will be settled on the basis of rebuilding or replacement of destroyed Property or the repair or restoration of the damaged portion of the Property in each case in a condition equal to but not better or more extensive than its condition when new provided that

1. the Property is maintained in good repair
2. no payment beyond the amount which would have been payable under the Policy if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred
3. in the event of damage if 85% of the cost of reinstatement of the whole of the Property exceeds the Sum Insured on that Property at the commencement of the damage the amount payable by the Company will be proportionately reduced

### **DEFINITIONS**

#### **Property**

The building of the Premises and outbuildings wall gates and fences including building owner's fixtures and fittings

### **EXCEPTIONS**

This Section does not cover

1. Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this Exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
2. Damage by storm or flood to gates and fences
3. Damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event not insured by this Section
  - (b) to property not insured by this Section
4. Damage solely attributable to change of water table level



## **SECTION 9: ALL RISKS**

Only operative if indicated in the Schedule

### **COVER**

The Company will indemnify the Insured in respect of loss or damage to the Property detailed under Section 9 of the Schedule forming part of this Policy from any cause occurring at the Premises

### **EXCEPTIONS**

The Company shall not be liable in respect of

- (a) Mechanical or electrical breakdown
- (b) Loss or damage due to
  - (i) wear and tear or gradual deterioration moth or vermin or climatic conditions
  - (ii) cracking scratching or breakage of records glass or other brittle material
  - (iii) any process of cleaning alteration maintenance or repair
  - (iv) the use of bent foreign or spurious coins
- (c) Loss or damage occurring outside the territorial limits of the Policy unless specifically agreed in writing by the Company or their authorised representatives

### **BASIS OF CLAIMS SETTLEMENT**

In the event of loss or damage to the insured property the Company will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided that such cost has been incurred



## **SECTION 10: FROZEN FOOD**

Only operative if indicated in the Schedule

### **COVER**

The Company will indemnify the Insured for Damage to products in the cold chamber of the plant by deterioration or putrefaction caused by

1. rise or fall in temperature resulting from
  - (a) Breakdown of the Plant or non-operation (from any inherent cause) of any thermostatic device controlling the Plant or failure of the wiring between the starting switch or plug and the driving motor
  - (b) sudden and unforeseen damage (other than breakdown) to the Plant that in the opinion of the Company necessitates immediate repair or replacement
  - (c) accidental failure of the public supply of electricity at the terminal ends of the Supply Authority's service feeders to the Premises
2. action of refrigerant fumes which have escaped from the Plant

occurring during the Period of Insurance

provided that an annual maintenance contract with a refrigeration engineer shall be kept in force for each item of Plant that is five years old or more.

### **LIMIT**

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 10 in the Schedule

### **DEFINITIONS**

#### **Plant**

All electrical or metal mechanical parts integral to any refrigerator or deep freeze unit (but excluding any cold room unless specifically agreed in writing) contained in the Premises including in the case of electrically driven plant the individual starter and the wiring between the motor and the starter

#### **Breakdown**

The breaking or burning out of any part of the Plant whilst in use arising from either mechanical or electrical defects or pressured within the Plant causing sudden stoppage of the Plant and necessitating repair or replacement before it can resume working



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### EXCEPTIONS

This Section does not cover

1. loss destruction or damage caused by
  - (a) wear and tear or other gradually developing cause
  - (b) any failure of electric current which does not involve cessation for at least 30 consecutive minutes
  - (c) interruption in the electricity supply from the point of intake as the consumer's premises to the main switch or plug of the motor
  - (d) a deliberate act by the Supply Authority or the exercise by any such Authority of its power to withhold or restrict the supply of electricity
  - (e) strikes lock-out riot or civil commotion
2. consequential loss incurred by the Insured
3. Loss destruction or damage to products whilst contained in a cold room



## **SECTION 11: LOSS OF LICENCE**

Only operative if indicated in the Schedule

### **COVER**

The Company will indemnify the Insured for

1. loss sustained in respect of depreciation in the value of the Insured's interest in the Premises or the business
2. costs and expenses incurred by the Insured with the written consent of the Company for any subsequent appeal arising from
  - (a) the Licence being revoked suspended or forfeited under the provisions of the appropriate legislation governing such licences
  - (b) renewal of the Licence being refused after due application for such renewal to the appropriate authority

at any time during the Period of Insurance provided that the revocation suspension forfeiture or refused renewal is occasioned by reasons beyond the control of the Insured

### **LIMIT**

The amount payable in any one Period of Insurance for Cover 1 above shall not exceed the Sum Insured stated under Section 11 in the Schedule

### **SPECIAL CONDITION**

1. The Insured shall on becoming aware of any
  - (a) complaint against the Premises or its control
  - (b) proceedings against or conviction of the licenceholder Manager Tenant or Occupier of the Premises for any breach of the licensing legislation or any matter whatsoever whereby the or reputation of the person concerned is affected or called in question with respect to his/her honesty moral standard or sobriety
  - (c) change in the tenancy or management of the Premises
  - (d) transfer or proposed transfer of the Licence
  - (e) alteration in the purpose for which the Premises are used
  - (f) objection to renewal or other circumstances which may endanger the Licence or its renewal

as soon as possible give notice in writing to 'The Company' and supply such additional information and give such assistance as the Company may reasonably require





# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### DEFINITION

#### Licence

The licence granted in respect of the Premises for the retail sale of excisable liquors

### EXCEPTIONS

1. this Section does not cover the refused renewal revocation suspension or forfeiture of the Licence arising directly or indirectly from
  - (a) any compulsory purchase order or improvement or redevelopment of the area by the Local Authority
  - (b) any alteration of the legislation affecting the grant surrender refusal to renew suspension or forfeiture of Licences
2. The Company shall not be liable for any claim arising from the refusal renewal of a Licence if the Insured is entitled to obtain compensation under the provisions of any legislation



## GENERAL EXCEPTIONS

Applicable to all Sections except as expressly stated

### This Policy does not cover

#### 1 Nuclear Risks

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

#### 2 War Risks

damage or liability directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation destruction or requisition by order of the Government or any Public Authority

***General Exceptions 1 and 2 do not apply to Section 6 insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured***

#### 3 Sonic Bangs

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

***General Exception 3 does not apply to Sections 5, 6 and 11***

#### 4 Terrorism

damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or in pursuit of political religious ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto and which:
  - (1) involves violence against one or more persons; or
  - (2) involves damage to property; or
  - (3) endangers life other than that of the person committing the action; or
  - (4) creates a risk to health or safety of the public or a section of the public; or
  - (5) is designed to interfere with or to disrupt an electronic system



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

- (b) any action in controlling preventing suppressing retailing against or responding to any act or preparation in respect of action or threat of action described in (a) above

If we decide that by reason of this EXCLUSION damage or loss resulting from such damage is not insured and you dispute our decision you must prove that this EXCLUSION should not apply.

### **Northern Ireland Exclusion**

This Policy does not cover damage to any property in Northern Ireland or loss resulting from such damage arising from riot civil or political disturbances and (except in respect of damage by fire or explosion) labour disturbances

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or Loss of Income is not covered by this Policy the burden of proving that such Damage or Loss of Income is covered shall be upon the Insured

**General Exception 4 does not apply to Section 6 in so far as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employees employment or engagement by the Insured for which the liability of the Company for all damages costs fees and expenses is limited to £5,000,000 in respect of any one claim or series of claims arising out of one occurrence**

### 5. **Year 2000**

damage cost or expense for any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

but this shall not exclude subsequent DAMAGE not otherwise excluded which itself results from a Defined Peril

This clause does not apply to any claim arising under insurance in respect of Employers' Liability if provided by this Policy.



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### 6. **Virus and Hacking**

- (a) damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.
- (b) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

But this shall not exclude damage or consequential loss which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

### 7. **Malicious Persons**

Loss or damage caused by malicious persons who are lawfully on the premises

### 8. **Asbestos**

Any loss, cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

## **DEFINITIONS**

For the purposes of this General Exclusion the following special meanings shall apply:

**“Virus or Similar Mechanism”** means 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

**“Hacking”** means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to you or not

**“Denial of Service Attack”** means 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



### GENERAL CONDITIONS

Applicable to all Sections

#### PRECAUTIONS

1. (a) The Insured shall take and cause to be taken all reasonable precautions
  - (i) for the safety and security of the property insured
  - (ii) to prevent bodily injury and loss of or damage to property of others
  - (iii) to prevent the sale or supply of products which are defective in any way
  - (iv) to comply with health and safety regulations including the installation of suitable fire extinguishers maintained under contract
  - (v) to comply with all statutory obligations and regulations imposed by any Authority
- (b) The Insured shall exercise reasonable care in selection and supervision of Employees

#### FRAUDULENT CLAIMS

2. If you or anyone acting on your behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), we will:-
  - (i) refuse to pay the whole of the claim; and
  - (ii) recover from you any sums that we already paid in respect of the claim

We may also notify you that we will be treating the policy as having terminated with effect from the date of the earliest of any of the acts set out above and you will not be entitled to any refund of premium.

#### CLAIMS PROCEDURE (INSURED'S DUTIES)

3. (a) Any loss destruction damage bodily injury claim or proceedings must be notified as soon as reasonably possible to the Company in writing and a detailed statement of claim submitted within
  - (i) 7 days of the happening of loss destruction or damage by riot or civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
  - (ii) 2 months of the expiry of the Indemnity Period in respect of a claim under Section 3 – Loss of Income
  - (iii) 2 months of the happening of any other loss destruction damage or bodily injury
- (b) If theft or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
- (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further loss destruction damage or bodily injury
- (d) All particulars information and assistance as may be reasonably required by the Company must be supplied by the Insured at the Insured's own expense
- (e) No admission of liability or negotiation or settlement of any claim shall be made without the Company's written consent



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### CLAIMS PROCEDURE (COMPANY'S RIGHTS)

5. (a) The Company shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 6 (except insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured) occurring in any one Period of Insurance the Company may at any time pay to the Insured the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) The Insured shall allow the Company to enter the building where loss destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner. No property may be abandoned to the Company
- (d) If the Company elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Sum Insured

### CANCELLATION

#### 6. (a) **The Company's right to cancel**

The company may cancel this policy by sending thirty days' notice by recorded delivery letter to you at your last known address, unless our reason for cancellation is deliberate or reckless misrepresentation on your part. If we cancel because of deliberate or reckless misrepresentation, then your policy will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If we cancel your policy and you have not made a claim, you will be entitled to a refund of premium for any unexpired period of insurance for which you have paid. However, if we cancel your policy because of deliberate or reckless misrepresentation, then we will not refund any premium.

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



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

(b) **The Insured's right to cancel**

**"Cooling-off period"**

If you are a 'consumer' (deemed to be: an individual entering into an insurance contract wholly or mainly for purposes unrelated to his or her trade, business or profession or a micro-enterprise being an enterprise employing less than 10 persons and a turnover or annual balance sheet that does not exceed €2 million), you have the right to cancel this insurance policy within 14 days of receiving the policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that you will have received the policy document upon the day following the date it was posted to you by first class post.

If you do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the schedule, and no liability whatsoever shall attach to the company in respect of the policy

**b) Other than during the "Cooling-off period"**

If you are not a "consumer", or are a "consumer" who does not exercise their right of cancellation within the initial 14 day period, this insurance policy will automatically come into force from the inception date specified in the schedule. You will remain liable to pay the full annual premium.

Following the expiry of the initial 14 day period, this insurance policy may be cancelled at any time at your written request. Provided that there have not been any claims paid, reported or outstanding, we will refund a proportion of the annual premium payable, less an appropriate administration charge. Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return or premium.

To exercise your right to cancel, contact the broker who arranged this cover for you.

The Insured may cancel this Policy mid-term subject to the following cancellation rates after the deduction of survey fees and/or claims paid:

Cover up to but not more than 1 month: 80% return premium  
Cover up to but not more than 2 months: 70% return premium  
Cover up to but not more than 3 months: 60% return premium  
Cover up to but not more than 4 months: 50% return premium  
Cover up to but not more than 5 months: 40% return premium  
Cover up to but not more than 6 months: 30% return premium  
Cover in excess of 6 months: Nil return premium

This is subject to a minimum premium retention of £200 + IPT + Underwriting fee



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **OTHER INSURANCES**

7. (a) If any Damage insured under Sections 1, 2, 3, 4, 7, 8, 10 or 11 is covered by any other Insurance the Company shall pay only its rateable proportion of the loss destruction or damage
- (b) If any Damage or liability insured under Section 6 is covered or would but for the existence of this Policy be covered by any other insurance the Company shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

### **CONDITIONS PRECEDENT TO LIABILITY**

8. We shall not be liable for any claim where you haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition:-
- (a) relates to a particular premises only, we will pay for a claim arising out of an event occurring at premises which are not specified in any conditions precedent to liability;
- (b) relates to a particular time only, we will pay for a claim arising out of an event if you can prove, on the balance of probabilities, that your non-compliance with such condition precedent to liability did not cause or contribute to the loss, damage or injury occurred in the circumstances in which it occurred;
- (c) relates and aims at reducing particular types of injury, liability, losses or damage only, we will pay for a claim arising out of an event if you can prove, on the balance of probabilities, that your non-compliance with such condition precedent to liability did not cause or contribute to the loss, damage or injury in the circumstances in which it occurred;

### **MATERIAL ALTERATION**

9. You must notify the Company as soon as possible if there is any alteration in your ownership in or to the business at the premises including but not limited to:-
- (a) your business being wound up or carried on by a liquidator or receiver;
- (b) changes in the facts as set out in the statement of facts and declared to us at inception, renewal or variation of the policy, which materially increases the risk of injury or damage
- (c) where your interest in the property as described in the schedule ceases other than by death;
- (d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon notification to us of such alteration, we may at our discretion:-

- (a) continue cover on the same terms
- (b) impose additional terms or restrict cover where relevant
- (c) alter the premium
- (d) cancel this policy

If you fail to notify us of any such alteration, we may:-

- (a) treat this policy as if it had included such terms (other than relating to premium) that we would have applied had we known about the alteration from the date of such alteration in risk;
- (b) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the premium we would have charged had we known about such alteration with the premium we actually charged





# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### 10. **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 the company has insured you on the basis of information supplied and cover under this policy will cease if

- (a) there are changes to the premises or the building in which it is located or to your business which may increase the risk of loss destruction damage liability accident or injury
- (b) there are changes in the occupancy or use of the premises
- (c) your interest in the premises or your business ceases
- (d) your business is wound up or carried on by a liquidator or receiver or permanently discontinued unless you have notified the company within a reasonable time and the company have agreed to such changes in writing



## **ADDITIONAL CLAUSES, CONDITIONS, EXCLUSIONS & CONDITIONS PRECEDENT TO LIABILITY APPLICABLE TO THIS POLICY**

(All additional clauses and conditions precedent to liability are subject otherwise to the terms conditions and limitations of this insurance.)

### **AUDITORIUM CLAUSE**

Applicable to all premises where smoking is allowed.

It is a condition precedent to the liability of the Company that the Insured carries out a thorough examination of the premises insured hereunder and that all ashtrays and the like be emptied and their contents removed from the building at close of business each day.

### **BURNING OF DEBRIS EXCLUSION CLAUSE**

It is hereby understood and agreed that this Insurance does not indemnify the Insured in respect of any claim arising in connection with the burning of debris.

### **CENTRAL HEATING CLAUSE**

It is a condition precedent to the liability of the Company that temperature of at least 40 degrees F (5 degrees C) is maintained by use of the central heating system between the months of October to May inclusive

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION**

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

### **CONSTRUCTION CLAUSE**

It is a condition precedent to the liability of the Company that the buildings of the Premises and dwelling rooms are:

- (a) constructed of incombustible materials (unless otherwise disclosed on the Proposal and accepted by the Company).
- (b) heated only by low pressure hot water apparatus or securely fixed space heaters but subject always to the Heating Condition contained within the wording.
- (c) maintained in a good and substantial state of repair.

### **CONTRACTING PURCHASER**

Where the Insured contracts to sell his interest in any building insured by Section 8 the contracting purchaser who completes the purchase has the benefit of the Insurance by this Section up to the date of completion if the Buildings are not otherwise Insured and without prejudice to the rights and liabilities of the Insured or the Company.



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### COOKING EQUIPMENT CONDITION

It is a condition precedent to the liability of the Company that:

1. All cooking fume extraction canopies ductwork and the like be washed and wiped daily.
2. All filters accessible surfaces of exhaust hoods ducting and flues be inspected at regular intervals and all greasy deposits sumps and grease traps be cleared out at least once each week and a service record maintained for inspection by the Company as required.
3. Any frying range in the premises together with a flue pipe (if any) connected to it be securely fixed and have a clearance of at least 150mm from combustible material, including combustible partitions and floors and, where necessary, should be protected with a non-combustible insulating material.
4. At least once every 12 months any range together with all filters grease traps canopies hoods extraction ducts (where accessible) including ducting to the range through to the sump/drip tray extractor motor and extractor motor impeller and housing be serviced in accordance with the Manufacturer's instructions by a competent service engineer who in the case of a gas fired range must be registered with The Gas Safe Register and in the case of electrically powered ranges must be approved by NICEIC (National Inspection Council for Electrical Installation Contracting).
5. There must be kept in each cooking area and where deep fat frying is carried out near the frying range
  - a) a fire blanket
  - b) a portable extinguisher suitable for the extinguishing of fat fires
6. Metal receptacles with metal lids are used to store all waste including batter scraps before disposal and these receptacles are removed from the premises at the end of each day and placed in the garden or yard of the building.
7. When draining or filtering oil from the frying range whilst the power by gas or electricity is on the range is never left unattended.
8. All frying equipment shall be fitted with a thermostat which will prevent the temperature of fat or oil exceeding 205° Celsius (401° Fahrenheit).
9. Whenever a wok or pan is being used for the heating of oil or during cooking it must never be left unattended by the operator unless it is removed from the heat.
10. At least once every 12 months all portable and freestanding pressure fryers that are capable of being serviced and maintained are serviced and maintained in accordance with the manufacturers instructions by a competent service engineer. The service must include checks to ensure that the thermostatic controls are operating effectively and that all weld-joints are secure. A service record is to be maintained for inspection by the Company as required.



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **CUSTODIAN CONDITION**

It is a condition precedent to liability that whenever the amount of money (other than money described in Item 2 of the Limits of Liability) in transit exceeds the amount shown below the money be accompanied by not less than the number of employees stated.

Amount of Money in Transit exceeding

£2,000	Two
£5,000	Three
£7,500	Four
£10,000	Money to be carried by a professional cash carrier

### **CUSTOMERS GOODS CLAUSE**

The Insured having intimated to their customers that they will accept responsibility for loss of or damage to goods the property of such Customers or for which the said Customers may be legally responsible whether or not such goods are manufactured by the Insured upon which work has been or is to be done on behalf of the Customers by the Insured or which may be left in the Insured's hands for storage or dispatch or otherwise temporarily in the Insured's custody it is hereby understood and agreed that all such goods in the buildings described in the schedule are held to be insured by the items of this Insurance covering Stock in Trade except in so far as they may be more specifically insured elsewhere.

### **DESIGNATION OF PROPERTY**

For the purpose of determining where necessary the item under which any property is insured the Company hereby agrees to accept the designation under which such property has been entered in the Insured's books of account.

### **DOORS CLAUSE**

It is a condition precedent to the liability of the Company that the insured shall keep all doors and/or Fire Escapes unlocked and free of obstruction at all times during the opening of business.

### **DOOR MAT CLAUSE**

To prevent water build-up on rainy days it is a condition precedent to the liability of the Company that each shop premises shall have fitted an entrance door mat and shop floor surfaces be kept safe and dry at all times

### **ELECTRICAL INSPECTION CONDITION**

It is a condition precedent to the liability of the company that the electrical installation at the premises be maintained in a proper and safe condition at all times and must be inspected at intervals of not more than five years by an electrical contractor who is a member of the Institute of Electrical Engineers (IEE) and a certificate of worthiness issued and retained for inspection by the company.



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **ELECTRICAL CLAUSE**

It is understood and agreed that the Company shall not be liable for any loss destruction of or damage to electrical apparatus or appliances caused by self-ignition. However, this exclusion shall apply solely to the part of said apparatus or appliance in which self-ignition occurs.

### **EXCLUSION OF STOCK AND/OR MACHINERY STORED IN THE OPEN**

It is understood and agreed that this insurance does not insure any stock and/or machinery as defined in the schedule to section 1 if stored in the open.

### **FIRE EXTINGUISHING APPLIANCES MAINTENANCE CONDITION**

It is a condition precedent to the liability of the Company that the Insured will maintain all the fire extinguishing appliances at the premises in full working order during the currency of this Insurance. Nevertheless this Insurance shall not be invalidated by any defect in the fire extinguishing appliances due to circumstances unknown to or beyond the control of the Insured.

### **FIREWORKS CONDITION**

It is a condition precedent to the liability of the Company that the holding of fireworks for sale is conditional upon the Premises being registered for the keeping of gunpowder under Sections 21 & 39 of the Explosives Act 1875 and that fireworks are stored and sold in accordance with the regulations applying at the time.

### **HEAT EXCLUSION CLAUSE**

#### **(not applicable to the cooking of food in connection with the Business)**

It is hereby understood and agreed that this Policy does not indemnify the Insured in respect of any claim for Damage or Injury arising in connection with or out of any contract undertaken by the Insured involving the use or application of heat other than for the purposes of preparing or cooking food, away from the Insured's own Premises.

### **HEATING CONDITION**

It is a condition precedent to the liability of the Company that there will be no use of or storage on the Premises of paraffin and/or portable gas heaters or fuel containers of any kind for any purpose other than portable electric heaters which are allowed by law in offices shops and residential areas.

### **INTRUDER ALARM CONDITION**

It is a condition precedent to the liability of the Company that in respect of the intruder alarm system(s) declared to have been or required by the Company to be installed at the Premises and all communication lines and/or links used to transfer information concerned with the state of the intruder alarm system(s) from the Premises:

- (a) a maintenance contract is maintained in force during the currency of this Policy with the alarm maintenance company notified to the Company
- (b) where the signalling is by direct line to the alarm company's central station the contract between the Insured and the alarm installing company shall provide for and maintain the following service in respect of the intruder alarm system(s)
  - (i) the setting signal to be recorded
  - (ii) receipt of the setting signal to be confirmed by the alarm company's central station before the Insured's Premises are left unattended



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

- (c) the Premises are not left unattended unless the intruder alarm system(s) is/are tested and set in its/their entirety
- (d) The Premises must not be left unattended if
  - (i) the central panel at the intruder alarm system(s) reveal(s) and/or
  - (ii) the Insured or an authorised representative is informed

that the intruder alarm system(s) including all communication lines and/or links used for transferring information concerned with the state of the intruder alarm system(s) from the Premises are not in full and efficient working order unless notification has been given and agreement obtained from the Company that the Premises may be left unattended

- (e) the Premises must not be left unattended unless all keys and records of key pad combination codes of the intruder alarm system(s) are removed from the Premises or from any adjoining or communicating residence occupied by the Insured or an authorised representative
- (f) the Company is advised immediately if the Insured or an authorised representative of the Insured receives written notification from a Police Authority that they will be withdrawing or are considering withdrawing response to an alarm condition at the Premises

### **KEYS CONDITION**

It is a condition precedent to the liability of the Company that all keys and duplicate keys of safes strongroom and burglar alarms are removed from the premises whenever the Insured's portion of the premises is closed or left unattended.

### **LAGGING CONDITION**

It is a condition precedent to the liability of the Company that all exposed pipework and water tanks be adequately lagged.

### **MINIMUM STANDARDS OF SECURITY**

Unless agreed otherwise in writing by the Company and endorsed as such on the Policy the following are the minimum level of security protections (in addition to any other requirements declared on the proposal as being installed already) which must be installed be in full working order and put into effect whenever the premises are closed for business.

1. The final exit door is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be fitted.
2. All other external doors and all internal doors giving access to any part of the building not occupied by you for the purpose of the Business are to be fitted with either
  - (a) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above or
  - (b) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other approximately 30cm from the bottom of the door.
3. Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks conforming to BS3621
4. All opening external basement ground floor and other accessible windows fanlights roof lights and skylights are to be fitted with key operated window locks
5. Any doors or windows designated by a Fire Authority as being a Fire Exit are excluded from the above and are to be secured internally by panic bolts or fire exit bolts approved by the local Fire Prevention Officer. If in addition doors are chained or bolted internally other than by panic bolts or fire exit bolts these must be unchained or unbolted as soon as the Premises are occupied



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

6. Each item of electronic equipment (e.g. Computers Printers or Fax Machines) with an individual replacement value greater than £2,500 must be securely anchored to the desk workstation or fabric of the building by means of lock down plates the keys of which must be removed from the building unless the premises are occupied by the Insured or an authorised employee in which case the keys should be kept in a safe place not in the vicinity of the equipment.
7. All keys are to be removed from the Premises when they are closed for business.

### **MISUSE OF EQUIPMENT**

Cover shall exclude all liability in connection with or alleged to be in connection with any misuse of equipment or facility provided by the Insured.

### **MORTGAGE AND OTHER INTERESTS**

The interest of any party and/or parties specified in the Schedule to this Insurance shall not be prejudiced by any act or neglect of the occupier of any building hereby insured whereby the risk of destruction or damage is increased without the authority or knowledge of the party and/or parties specified in the Schedule provided that the said party and/or parties shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such reasonable additional premium as the Company may require.

### **NON INVALIDATION**

The Insurance provided by Section 8 in so far as it relates to buildings or parts of buildings not occupied by the Insured shall not be invalidated by any act or omission or by any alteration whereby the risk of loss or damage is increased without the authority or knowledge or beyond the control of the Insured provided that the Insured immediately on becoming aware thereof gives notice to the Company and pays such additional premium as the Company may require.

### **NORTHERN IRELAND OVERRIDING EXCLUSION**

Notwithstanding anything in this Policy or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of terms of perils insured against) this Policy does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (a) civil commotion
- (b) any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where the Company allege that by reason of the provisions of this endorsement any loss destruction or damage is not covered by this Policy the burden of proving that such loss destruction or damage is covered shall be on the Insured.

This overriding exclusion applies to this Policy and to any extensions thereof whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

### **OPEN FOR TRADE CONDITION**

It is a condition precedent to the liability of the Company that the premises hereby insured are open for trade all year and not on a seasonal basis



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **PETS CLAUSE**

The Policy does not insure loss or damage caused by animals or birds owned by or kept by the Insured or by a resident or employee of the Insured unless loss by fire explosion or smoke ensues and the Company shall then be liable only for such consequential loss

### **PROTECTION MAINTENANCE CLAUSE**

It is a condition precedent to the liability of the Company that:

- (a) the whole of the protections provided for the safety of the insured property as disclosed on the Proposal or subsequently agreed with the Company in writing shall be maintained in good order throughout the currency of this insurance and that they shall be in full and effective operation at all times when the Insured's premises are closed for business and at all other appropriate times including when the said premises are left unattended and that such protections shall not be withdrawn or varied to the detriment of the interest of the Company without their consent.
- (b) except when actually in use all safes will be kept locked and all keys removed to a place of safekeeping.
- (c) all keys and duplicate keys relative to the above protections are removed from the premises when the premises are closed for business and at all other appropriate times including when the said premises are left unattended.
- (d) All defects occurring in any protections must be remedied immediately.

**RECORDS CONDITION** It is a condition precedent to the liability of the Company in respect of any claim under the Business Interruption or Book Debts section of the policy that all computerised records have a security copy taken at least twice a week and such copies are kept away from the premises.

### **REFURBISHMENT CONDITION**

The Company will not be liable for any loss or damage arising from or caused by building operations / renovating / refurbishment / construction.

### **RIGHTS OF RECOURSE CONDITION**

It is a condition precedent to the liability of the Company for liability arising from Products that the Insured maintains full rights of recourse against any manufacturer or supplier with whom the Insured has entered into a legal contract.

### **ROOF CONDITION**

It is a condition precedent to the liability of the Company in respect of damage by storm tempest or flood that any flat and/or felted roof portion of the within described Premises shall be inspected at least once every two years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately. In respect of claims arising from Damage to the aforementioned roof portion of the insured Premises the excess referred to in Section 8 of the Schedule attached hereto is increased to £500.

### **SAFE CONDITION**

It is a condition precedent to the liability of the Company for Damage to Money that any safe used in connection with the Business must be insurance rated for a sum no less than the amount being kept within the safe and that the safe is installed in accordance with manufacturer's instructions/recommendations.





# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **SAFETY EQUIPMENT CONDITION**

It is a condition precedent to the liability of the Company that all safety equipment as specified by the manufacturer of any equipment or the Health & Safety Executive or other relevant authority is provided and in full working order. All employees are to be made aware that such equipment is to be used all times.

### **STILLAGE CONDITION**

It is a condition precedent to the liability of the Company that all stock in trade or goods in trust stored at or below ground floor level or in basements be raised on racking stillages pallets or the like to allow at least 6 inches air space between the stock in trade or goods in trust and floor level.

### **STOCK STORAGE (ALARMED AREA) CONDITION**

Excluding loss or damage arising from theft attempted theft or malicious damage where the Insured has stated there exists or has been required to install an intruder alarm system where the Damage caused is to Contents kept or stored outside the alarmed area.

### **EXCLUSION OF STOCK AND/OR MACHINERY STORED IN THE OPEN**

It is understood and agreed that this insurance does not insure any stock and/or machinery as defined in the Schedule to Section A if stored in the open or open sided buildings unless specifically agreed otherwise

### **STORAGE CONDITION**

It is a condition precedent to the liability of the Company that there will be no storage of Stock within one metre of any heating appliance.

### **SURVEY REQUIREMENTS CONDITION**

It is a condition precedent to the liability of the Company that any survey requirements notified to the Insured or his/her Agent have been completed within the timescale laid down.

### **TEMPORARY UNOCCUPANCY CONDITION**

It is a condition precedent to the liability of the Company that the premises if left unoccupied or unattended for more than 96 consecutive hours will be inspected internally every day by the Insured's representative. If Damage is discovered the representative must take immediate steps to prevent further Damage and to notify the Insured. Breach of this condition will disqualify any claim for :

- (a) malicious damage.
- (b) bursting overflowing or leaking of water tanks apparatus or pipes (except where the water supply has been turned off at the main stopcock and the installation drained).
- (c) leakage of fuel oil from any fixed domestic heating installation.
- (d) leakage of beverage from tanks apparatus or pipes.

### **TREATMENT RISK (OTHER THAN HAIR) EXCLUSION CLAUSE**

The cover provided by this Insurance shall exclude legal liability in respect of claims for breach of professional duty consequent upon any neglect error or omission in providing advice treatment or prescriptions of the business other than in the case of hairdressers where when the cover has been requested and agreed the cover shall be only in respect of hair for a limit of £2,500 each and every claim subject to an aggregate of £5,000 in the policy period.



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **UNOCCUPIED PROPERTY CONDITION**

It is a condition precedent to the liability of the Company that:

- (a) immediate notice is give to the Company if the Premises become unoccupied or part unoccupied or if there is any change in occupation of the said premises.
- (b) the Premises are made secure against illegal entry.
- (c) the Premises are in good condition at inception and will be so maintained and are to be inspected at least once a week and any defect found is repaired immediately.
- (d) all water is drained from tanks apparatus and pipes and water turned off at the mains and all other services to be disconnected from the mains.

It is further understood and agreed that:

- (i) the Company's liability hereunder is limited to loss or damage caused by Fire Lightning Aircraft and Explosion only
- (ii) the Company will not be liable for any loss arising from or caused by building refurbishment renovation or construction.
- (iii) the policy excess is increased to £500 each and every claim

### **WASTE CONDITION**

It is a condition precedent to the liability of the company that all trade waste and refuse material be swept up and bagged and binned at the close of business each day in metal lidded receptacles and removed from the Premises.



### ENDORSEMENTS

Only operative if indicated in the Schedule

#### CC1 CONTENTS ACCIDENTAL DAMAGE EXTENSION

The following amendments are made to Section 1 – Contents

- (a) paragraph 1 of the sub-section headed Cover is extended to include
  - (xiii) Any other cause which is not excepted
  
- (b) the following amendments are made to the sub-section headed Exceptions
  - (i) Exception 9(a) is amended to read as follows
    - 9(a) by any event other than events (i) to (xii) of paragraph 1 of the sub-section headed Cover
  - (ii) the following exceptions are added
    - 11 (a) wear and tear or any other gradually operating cause
    - (b) mechanical or electrical breakdown or derangement
    - (c) damage to bulbs valves or transistors unless caused by fire theft or impact
    - (d) moth vermin insects or fungal attack
    - (e) any process of cleaning restoring altering or repairing
    - (f) delay or loss of market
    - (g) Damage to foodstuffs by rise or fall in temperature
    - (h) Damage to glass and sanitaryware
    - (i) accidental erasure of computer systems records unless accompanied by damage to the records
    - (j) theft other than as provided by 1 (ii) of Cover under Section 1 – Contents
    - (k) Damage to plants flowers animals or fish
    - (l) the first £250 of each claim for loss or damage

#### CC2 BUILDINGS ACCIDENTAL DAMAGE EXTENSION

The following amendments are made to Section 8 – Buildings

- (a) paragraph 1 of the sub-section headed Cover is extended to include the following event
  - (xiv) Any other cause which is not excepted
  
- (b) the following amendments are made to the sub-section headed Exceptions
  - (i) Exception 3(a) is amended to read as follows
    - 3(a) by any event other than events (i) to (xiii) of paragraph 1 of the sub-section headed Cover
  
  - (ii) the following Exceptions are added



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

- 5
- (a) wear and tear frost dampness dryness or any other gradually operating cause
  - (b) vermin insects or fungal attack
  - (c) any process of cleaning restoring or repairing
  - (d) Damage to glass and sanitary ware
  - (e) subsidence collapse landslip ground heave creeping normal settlement shrinkage cracking or expansion in buildings or foundations
  - (f) the cost of maintenance or routine decoration
  - (g) faulty or defective design materials or workmanship inherent vice or latent defect
  - (h) theft other than as provided by 2 (a) of Cover under Section 1 – Contents
  - (i) The first £250 of each claim for loss or damage

### **CC3 INCREASED EXCESS**

Whenever the Insured is made to be responsible for the first part of any claim (Excess) arising hereunder such Excess amount is increased to £500

### **CC4 INCREASED EXCESS (overall)**

Contrary to anything stated herein the Insured is made responsible for the first £500 of each and every claim arising hereunder.

### **CC5 SUBSIDENCE EXTENSION**

The insurance provided by Section 8 – Buildings – shall extend to include destruction of or damage to the Buildings caused by **SUBSIDENCE** OR **GROUND HEAVE** of the site on which the Buildings stand or **LANDSLIP**

Excluding destruction or damage

- (a) to boundary walls gates and fences forming part of the Premises unless the Buildings are destroyed or damaged at the same time
- (b) to land roads pavements piers jetties bridges culverts excavations
- (c) to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the Buildings are destroyed or damaged at the same time
- (d) occasioned by or happening through
  - (i) normal settlement or the bedding down of new structures
  - (ii) the settlement or movement of made up ground
  - (iii) coastal or river erosion
  - (iv) defective design or workmanship or the use of defective material
- (e) occurring whilst the Buildings or any part thereof are in course of construction or undergoing demolition structural alteration or structural repair
- (f) the first £2,000 of each and every loss arising hereunder



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

### **SPECIAL CONDITIONS**

1. The Insured shall give immediate notice to the Company in the event of building demolition or excavation operations being commenced on any adjoining site. In such event the Company shall have the right to vary the cover provided under this extension and to make any suitable adjustment to the premium charged.
2. The General Exclusions terms and conditions of this Policy shall apply except in so far as they are hereby varied.

### **CC6 LOSS OF RENT EXTENSION**

Loss of Rent – should damage by any of the insured perils under Section 8 render the Buildings uninhabitable but only in respect of the period necessary for their repair or reinstatement and for an amount not exceeding as shown in the Schedule

### **CC7 PROPERTY OWNERS LIABILITY EXTENSION**

Property Owner's Liability – all sums for which the Insured becomes legally liable

- (a) as owner of the Buildings but not as occupier to any person not employed by the Insured and not a member of his household for accidental bodily injury or accidental damage to property occurring during the currency of this policy
- (b) to any person in consequence of Section 3 of the Defective Premises Act 1972 for accidental bodily injury or accidental damage to property occurring during the currency of this policy as a result of defects in any premises previously owned/leased and occupied by the Insured and disposed of since 1 January 1974 by the Insured but this insurance shall not be brought into contribution in any loss for which the Insured shall be entitled to receive compensation from any other source but excluding any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

Provided always that the liability of the Company for all claims made in respect of or arising out of one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the sum of £1,000,000. In addition the Company will indemnify the Insured in respect of all law costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company



### PRIVACY & YOUR PERSONAL INFORMATION

#### 1. PERSONAL DATA OBTAINED AND COLLECTED

For the purposes set out in this notice, information including personal information detailed below relating to you ("Personal Data") will be collected and processed by China Taiping Insurance (UK) Co Limited and/or on its behalf by its third party service providers.

#### PERSONAL DATA

Including but not limited to: Your name, address, civil status, occupation, date of birth, contact details, credit history, criminal convictions, CCJs, details of previous bankruptcy(ies) or insolvency(ies), previous insurance claims details, bank details, current and previous employment details (including directorships), ELTO reference, health details including medical reports, our medical claims history and details of physical and psychological health or medical conditions. Each time you visit our website, we may automatically collect Technical information including IP address.

The controller of this Personal Data is China Taiping Insurance (UK) Co Limited of 2 Finch Lane, London, EC3V 3NA ("**China Taiping Insurance**", "**CTI**", "**we**" and "**us**").

If you have any query, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

We process your Personal Data in accordance with this Privacy Policy also available on <http://uk.cntaiping.com/uk-privacy/> and a copy of which can be provided to you on request.

#### 2. HOW AND WHY WE PROCESS YOUR PERSONAL DATA

The following tables detail how ("**Legal Basis**") and why ("**Purposes**") we process your Personal Data. These tables also detail the third party service providers with whom we share your Personal Data ("**Recipients**") and the period that your Personal Data will be stored ("**Retention**"). **We encourage you to read this section.**

#### Legal basis for processing

We obtain, collect and process your Personal Data to perform your contact and in particular:

- Check if you are eligible to be insured under the product chosen
- Consider acceptability of the risk you present to us
- Underwrite and assess the risk in order to offer you a quotation
- Process your premium payment
- Evaluate the risk presented through surveys where relevant
- Process your claims and/or third parties claims under your policy
- Investigate claims directly or, where relevant, through appointed loss adjusters or forensic engineers
- Regulatory reporting and legal obligations
- To notify you about changes to the product chosen
- To redistribute risk by means of reinsurance and co-insurance
- For automated decision making (including profiling) where we need to process your Personal Data you provide us with in order to underwrite your insurance and/or process your claim.

It is necessary to process this Personal Data in order to:

- Enter and perform our insurance contract with you as well as to allow us to process a claim accordingly
- Compliance with a legal obligation to which you are subject
- Where the processing of your personal data is necessary for the public interest or in the exercise of official authority of us

Personal Data will be disclosed for these purposes to our third-party service providers or regulators. These Recipients may include:

- Credit check companies
- Surveyors
- Solicitors
- Loss Adjusters and/ or Forensic Engineers
- Fire brigade Authority or Police
- Claims handling companies
- Insurance intermediaries/brokers
- Banks
- Reinsurers and other insurance companies



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

- Fraud, Money Laundering and Terrorist Financing prevention and detection
- CUE (Claims Exchange Underwriting)
- Regulatory and Government Bodies (ELTO, HMT, MID, FCA, PRA, Ombudsman etc.)
- Approved repairers and garages

We will retain your Personal Data for as long as your insurance policy is valid with us and for 15 years after.

### IMPORTANT

- We may for some of our products carry out automated decision making (including profiling) to process your personal data in order to underwrite and price your insurance online and/or process your claim. We take care to ensure our profiling is fair, transparent and limited in purpose.
- In the event that you do not wish to provide us with your Personal Data for all of the above Purposes, we will not be able to process your application and/or offer you an insurance policy.
- If at any point in the future we need to amend this policy, every effort will be made to make you aware and our website will always have the latest version.

### 3. CROSS-BORDER TRANSFERS OF YOUR PERSONAL DATA

We, and certain Recipients (our third party service providers) who process your Personal Data on our behalf may transfer your Personal Data outside the [European Economic Area ("EEA")] to a country that does not provide an adequate level of protection to your Personal Data. Where such transfers occur, we ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect your Personal Data. If you would like to find out more about any such transfers, please contact our Compliance officer.

### 4. YOUR ACKNOWLEDGMENT OF THIS NOTICE AND YOUR RIGHTS

You have rights which allow you to address any concerns or queries with us regarding our processing of your Personal Data:

<b>Right to Object to Processing</b>	In certain circumstances, you have a right to object to our processing of your Personal Data where we process it on the legal basis of: a) our legitimate business interest, including profiling based on our legitimate business interests; or b) your consent to marketing. We may not be able to comply with such a request where we can demonstrate that there are compelling legitimate grounds for us to process your Personal Data which override your interests, rights and freedoms or where the processing of your Personal Data is required for compliance with a legal obligation or in connection with legal proceedings.
<b>Right to Withdraw Consent</b>	You have a right to withdraw your consent, at any time, to our processing of your Personal Data which is based on your consent. Where you exercise this right, our processing of your Personal Data prior to your withdrawal of consent will remain valid.
<b>Right of Access</b>	You have the right to access and obtain a copy of the Personal Data that we hold about you. We will only charge you for making such an access request where we feel your request is unjustified or excessive.
<b>Right to Rectification</b>	You have the right to request that we correct any inaccuracies in the Personal Data stored about you.
<b>Right to Erasure</b>	In certain circumstances, you have the right to request that we erase your Personal Data. For example, you may exercise this right in the following circumstances: <ul style="list-style-type: none"> <li>• your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by us;</li> <li>• where you withdraw consent and no other legal ground permits the processing;</li> <li>• where you object to the processing and there are no overriding legitimate grounds for the processing;</li> <li>• your Personal Data have been unlawfully processed; or</li> <li>• your Personal Data must be erased for compliance with a legal obligation.</li> </ul> Where we store your Personal Data for statistical purposes, we may not be able to comply with such a request where it would likely impair such statistical purposes or where we require your Personal Data for compliance with a legal obligation or in connection with legal proceedings.



# Doulton Underwriting Agents Ltd

## Commercial Policy Wording

<b>Right to Restriction</b>	<p>You have the right to restrict our processing of your Personal Data where any of the following circumstances apply:</p> <ul style="list-style-type: none"><li>• where you feel that the Personal Data which we hold about you are not accurate. This restriction will be in place for a period to enable us to verify the accuracy of your Personal Data;</li><li>• where the processing is unlawful and you do not want your Personal Data be erased and request the restriction of its use instead;</li><li>• where we no longer need to process your Personal Data (e.g. any of the Purposes outlined above have been completed or expire), but we require it in connection with legal proceedings;</li><li>• where you have objected to our processing of your Personal Data pending the verification of whether or not our legitimate business interests override your interests, rights and freedoms.</li></ul> <p>Where you exercise your right to restrict our processing of your Personal Data, we will only continue to process it with your consent or in connection with legal proceedings or for the protection of the rights of other people or for reasons of important public interest.</p>
<b>Right to Data Portability</b>	<p>You have a right to receive and transfer the Personal Data that you provide to us in a structured, commonly used and machine readable format where we process your Personal Data on the legal basis of: a) your consent; or b) where it is necessary to perform our contract with you. Where you make such a request, we will directly transfer your Personal Data on your behalf to another controller of your choice (where it is feasible for us to do so).</p>
<b>Right to Object to Automated Decision-Making, including profiling</b>	<p>You have a right not to be subjected to decisions based solely on automated decision-making, including profiling, which produce legal effects concerning you or similarly significantly affects you. We may not be able to comply with such a request where we rely on the legal basis of: a) your explicit consent; or b) where it is necessary to enter and perform our contract with you (as detailed in section 2 above). You will however be entitled to have a person from our company review the decision so that you can query it and set out your point of view and circumstances to us.</p>

If you would like to exercise any of your rights detailed above, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com). You may raise any concerns about China Taiping Insurance's processing of your Personal Data with the Information Commissioner Office on <https://ico.org.uk/>.

### 5. CHANGES TO THIS NOTICE

We may amend this notice on occasion, in whole or part, at our sole discretion. Any changes to this notice will be effective immediately upon sending the revised notice to you by e-mail or post.

If at any time we decide to use your Personal Data in a manner significantly different from that stated in this notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail or post and you will have a choice as to whether or not we use your information in the new manner.

If you have questions or concerns about this notice, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)