



Doulton Underwriting Agents Ltd

## Retail Catering Insurance Policy

Underwritten by  
**DOULTON UNDERWRITING AGENTS LTD**



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**中国太平**  
**CHINA TAIPING**

Insured by  
**CHINA TAIPING INSURANCE (UK) CO LTD**

## INTRODUCTION

Thank you for choosing Doulton Underwriting Agents Ltd. Incorporated in 1997 we are committed to delivering an excellent and sincere service. We have expert underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you deserve.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

We are authorised and regulated by the Financial Conduct Authority in the UK to underwrite general insurance. FCA registration number: 305182

This policy is Underwritten by China Taiping Insurance (UK) Co Ltd.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985. Registered in England and Wales under Company number: 1766035 Their parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

China Taiping Insurance (UK) Company Limited are authorised by the Prudential Regulation Authority (PRA) and Regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in the UK to underwrite general insurance and reinsurance policies. Financial Services Register number: 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

If you would like to find out more about Doulton Underwriting Agents Ltd or China Taiping Insurance (UK) Company Limited please visit the following websites:

[www.doultonunderwriting.com](http://www.doultonunderwriting.com)    [www.uk.cntaiping.com](http://www.uk.cntaiping.com)

Christopher Gadd  
Managing Director

Doulton Underwriting Agents Ltd  
Registered in England and Wales – Company Registration no: 3342606

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## YOUR POLICY AND INSURING CLAUSE

### Your Policy

This Retail Catering Insurance Policy confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

**Your policy** comprises several different parts, which must be read together as they form **your** contract of insurance with **us**. **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.

The **policy** comprises the **statement of fact**, this **policy** wording and the **schedule**.

Please ensure that **you** contact **your** insurance adviser, or **us**, (as appropriate) as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect **your** insurance as stated in General Condition 7 (Duty of Fair Presentation) for more details.

For ease of reference, the procedures for notifying **us** of a claim under **your policy**, and the Conditions relating to all claims under **your policy**, are stated separately at the back of this **policy** document.

### Insuring Clause

In consideration of **you** having paid, or agreed to pay, the premium required, the **company** will indemnify **you** in accordance with the cover detailed in those Sections shown as “operative” or where a **sum insured** or **limit of indemnity** is shown in the **schedule**, and occurring in connection with the **business** during the **period of insurance**, or any subsequent period for which the **company** agrees to accept payment of the premium.

Each Section of the **policy**, the **schedule** and any **endorsements**, together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.

Signed on behalf of Doulton Underwriting Agents Limited.



### Authorised Signature

Registered Office: 16 Sherwood Way, West Wickham, Kent, BR4 9PD

Authorised and Regulated by the Financial Conduct Authority:

FCA Reference Number: 305182

## CUSTOMER INFORMATION

### COMPLAINTS PROCEDURE – Doulton Underwriting Agents Ltd (The Underwriting Agent)

1. Any enquiry or complaint in the first instance should be addressed to **your** insurance advisor/broker.
2. We make every effort to deliver a high-quality service to our policyholders. If following contact with the above you feel that you require further assistance, we operate a swift and effective complaints handling procedure. Your complaint can be made orally or in writing, and on your behalf by a third party to our Manager Director:-

Doulton Underwriting Agents Ltd  
16 Sherwood Way, West Wickham, Kent, BR4 9PD  
Tel: 020 8777 2626 Email to [chris@doultonunderwriting.com](mailto:chris@doultonunderwriting.com)

All complaints received will be acknowledged within 1 working day and **we** will aim to resolve your concerns in 3 working days. If **we** are unable to do so **we** will advise you of the person who is dealing with the complaint and when you can expect to receive a detailed response. 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.  
Tel: 0207 839 1888 or Fax 0207 621 1202 E-mail: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)

### COMPLAINTS PROCEDURE – China Taiping Insurance (UK) Co Ltd (The Insurer)

3. **Our** Compliance Officer will acknowledge the complaint. **We** will aim to resolve **your** concerns in 3 working days but if **we** are unable to do so **we** will confirm to **you** that **we** have received **your** complaint within 5 working 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.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than 5 business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within 8 weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within 20 business days, why **we** have been unable to resolve the complaint within that time, why **they** need more time to do so and when **you** can expect to receive **our** final response.
6. If **we** have not completed **our** investigation, within 8 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 6 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.

8. The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote **our** e-mail address: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)

## FINANCIAL SERVICES COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet **our** obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House,  
15, St Botolph Street, London EC3A 7QU  
Telephone: 0800 678 1100 or 0207 741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## YOUR RIGHT TO CANCEL

**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**.

If **you** do not exercise **your** 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 pro rata 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 of premium.

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

## The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against you in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.



The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

#### **The Law that governs the interpretation of this Policy**

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** should be read carefully and if it is incorrect return it immediately to **your** insurance broker for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim. It is recommended that **you** to retain details of **your** Employers Liability insurance and certificates for at least 60 years.

## **GENERAL DEFINITIONS AND INTERPRETATIONS**

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule endorsement** or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

#### **Act of Terrorism**

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **Buildings**

means the buildings at the **premises** stated in the **schedule**, substantially constructed of brick, stone, concrete or other non-combustible materials and including at the same address

- (1) landlords' fixtures and fittings
- (2) outbuildings extensions annexes and gangways
- (3) walls gates and fences
- (4) yards, car parks, driveways, service areas, roads and pavements,
- (5) telephone gas water and electric installations piping ducting cables wires and associated control gear and accessories extending to the public mains which **you** are responsible to repair or reinstate
- (6) fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum tanks
- (7) security lighting, security cameras and other security devices, signs, communication aerials and similar devices and solar panels

#### **Business**

means **your** business activities, as described in the **policy schedule** including

- (1) the ownership (including maintenance) of **buildings** specifically insured by this **policy**
- (2) the provision and management of canteen social sports and welfare facilities for your **employees**
- (3) first aid, and **your** private fire and ambulance services if provided
- (4) private work carried out with **your** consent for **you** or any of **your** directors, partners or other senior officials of **your business** by any of **your employees** within the **geographical limits**

**Business Hours**

means the usual hours of **your business** and all hours during which **you** or **your** directors partners or **employees** entrusted with **money** are on the **premises** for the purpose of **your business**

**Company/our/us/we**

means China Taiping Insurance (UK) Co Limited (The Insurer)

**Costs and Expenses**

means

- (1) all costs and expenses recoverable by any claimant from **you**
- (2) the costs and expenses incurred with the written consent of the **company** for
  - a) representation at any Coroner's Inquest or Inquiry in respect of any death
  - b) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**
- (3) all other costs and expenses of litigation incurred with the written consent of the **company** relating to an occurrence which may give rise to indemnity

**Damage / damaged**

means physical loss destruction or damage

**Employee**

means

- (1) any person under a contract of service or apprenticeship with **you**
- (2) any person hired or borrowed by **you** in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or youth training or similar scheme
- (4) any self employed person
- (5) any labour master or labour only sub contractor or person supplied by any of them whilst engaged in working for **you** in connection with the **business**
- (6) any voluntary worker

**Endorsement**

means any additional terms relating to the insurance provided by this **policy** which are

- (1) not within the **policy** but attached to any **schedule** issued by the **company** or
- (2) within the **policy** and stated in the **policy schedule** as applying to this **policy**

**Excess**

means amount stated herein, or shown in the **schedule** to any Section of this **policy** being the amount of each and every claim which is not covered and for which **you** are considered to be **your** own insurer

**Geographical Limits**

means United Kingdom the Channel Islands and the Isle of Man

**Glass**

means fixed plain plate or sheet glass of ordinary glazing quality, wired glass and mirrors

**Injury**

means death bodily injury illness disease or shock

**Insured Person**

means any of **your** principals, directors, partners or **employees**. In respect of cover under Section 13 – Personal Accident, they will be specifically identified as individuals or categories of **employees**

**Limit of Indemnity**

means the **company's** maximum liability arising out of one occurrence or series of occurrences arising from the one originating cause, irrespective of the number of claimants or claims made against **you** or by **you**



## Money

means

- (1) cash, bank, currency notes and travellers cheques
- (2) crossed and uncrossed (where applicable)
  - a) bankers drafts
  - b) national giro drafts and payment orders
  - c) postal and money orders
  - d) dividend warrants
  - e) cheques (other than pre-signed blank cheques)
- (3) national savings stamps and certificates
- (4) telephone cards, bus and rail travel cards and passes
- (5) current postage stamps and unused postal franking machine units
- (6) luncheon vouchers and gift tokens
- (7) premium bonds, trading stamps, and saving stamps
- (8) national insurance stamps and stamped or impressed national insurance cards
- (9) holiday with pay stamps
- (10) VAT purchase invoices
- (11) credit card cheque card and debit card sales vouchers
- (12) consumer redemption vouchers

## Period of insurance

means the dates stated in the **schedule** during which the insurance provided by this **policy** is in force and of effect, together with any subsequent period for which premium payment is made by **you** and is accepted by the **company**

## Policy

means **policy** wording together with all **schedules endorsements** and notices attached or issued by the **company**

## Pollution

means

- (1) **pollution** or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- (2) all **damage** or **injury** directly or indirectly caused by such **pollution** or contamination

## Premises

means address(es) as stated in the **schedule** which **you** own or occupy for the purposes of the **business**, or for which they are legally responsible and to which the insurance provided by this **policy** applies; except as otherwise endorsed;

## Products

means any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by, or on **your** behalf within the **geographical limits** in connection with the **business**

## Property

means items of property described in the **schedule**

## Sanitaryware

means lavatory pans wash-basins cisterns and other sanitaryware at the **premises** for which **you** are responsible

## Schedule

means most current **schedule** issued to **you** by the **company**

## Specified perils

means fire, lightning, explosion, aircraft or other aerial devices or articles falling from them; riot and/or

civil commotion including strikers or locked-out workers or persons taking part in labour disturbances; malicious persons; earthquake; storm; flood; escape of water from any tank apparatus or pipe or sprinkler installation; leakage of oil from any fixed domestic heating installation; impact by any mechanically propelled vehicle or rail rolling stock or animal; or subsidence ground heave or landslip

#### **Statement of Fact**

means an application, proposal form or declaration made by **you** to the **company** that provides full details of the risks to be insured, and of any other and previous insurance history, or other related circumstances or information, that pertains to this contract

#### **Sum Insured**

means the maximum amount the **company** will pay for each item insured under any Section

#### **Unoccupied**

means any **premises** or part of any **premises** which is empty or not in use by **you** or any tenant of **yours** for more than 21 consecutive days

#### **You / Your / Insured**

means person and/or company named as the "Insured" in the **policy schedule**

## **GENERAL EXCLUSIONS**

### **(1) GENERAL**

The following Exclusions apply to all Sections of **your policy** except Section 6 – Employers' Liability

This **policy** does not cover any loss destruction **damage** consequential loss or liability directly or indirectly caused by or contributed to by or arising from

#### **a) Radioactive Contamination**

- i. ionising radiations from 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

#### **b) Pressure Waves**

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

#### **c) Pollution**

**damage** to or loss of use of resulting from **pollution**; except such **damage** to the property, or loss resulting from such **damage**, to property used by **you** at the **premises** for the purpose of the **business** caused by

- i. **pollution** which itself results from a **specified peril**; or
- ii. any of the **specified perils** which itself results from **pollution**

### **(2) WAR**

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of:

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

This Exclusion shall apply to all Sections of this **policy** other than Section 6 - Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to

compulsory insurance of liability to **employees**; and provided the **company's** maximum liability shall not exceed £5,000,000.

- b) riot civil commotion and (except in respect of **damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 6 – Employers' Liability and Section - 7 Public & Products Liability.

### (3) ACT OF TERRORISM

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of any **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above.

In any action suit or other proceedings where the **company** allege that by reason of the **policy** Definition **act of terrorism** any claim hereunder is not covered by this **policy** the burden of proving that such claim hereunder is covered shall be upon **you**

This Exclusion shall apply to all Sections of this **policy** other than Sections 6 – Employers' Liability and 7 – Public & Products Liability but where the **company's** maximum liability shall not exceed an amount of £5,000,000 under each Section.

### (4) DATE RECOGNITION FAILURE

This **policy** does not cover

- a) **damage**
- b) interruption of or interference with the **business**
- c) legal liability other than Section 6 – Employers' Liability
- d) **costs and expenses** other than in connection with Section 6 – Employers' Liability
- e) **legal expenses**

directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro-chip integrated circuit or similar device or any computer software whether **your property** or not, to:-

- i. correctly recognise any date as its true calendar date
- ii. correctly capture save retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii. correctly capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (a) and (b) shall not apply to

- 1. subsequent **damage** or
- 2. subsequent interruption of or interference with the **business**

not otherwise excluded which results from a **specified peril**

### (5) ELECTRONIC DATA

This Exclusion applies to all Sections of this **policy** other than Section 6 – Employers Liability and Section 7 – Public and Products Liability

This **policy** does not cover loss destruction **damage** or consequential loss directly or indirectly occasioned by or happening through or in consequence of **Computer Virus(es)** or from erasure or corruption or alteration of **Electronic Data**

#### Computer Virus

means a corrupting instruction that propagates itself via a computer system or network

#### Electronic Data

means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Provided that this Exclusion shall not apply to **damage** or interruption of or interference with the **business** not otherwise excluded which results from any **specified perils**

## GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

### (1) ARBITRATION

If the **company** accepts liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the **company**

### (2) AVERAGE

If the value of the **property** covered by this **policy** shall, at the time of **damage**, be greater than its **sum insured**, **you** shall only be entitled to recover such proportion of **your** claim as the **sum insured** bears to the total value of the said **property**.

### (3) CANCELLATION

The **company** may cancel this **policy** by sending 30 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 2 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 any premium paid 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

### (4) CONDITIONS PRECEDENT TO LIABILITY

**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, loss 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.

### (5) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or **company** who was not party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act 1999

## (6) DATA PROTECTION - THE GENERAL DATA PROTECTION REGULATION

By entering into this contract, **you** agree that any information provided to the **company** regarding **you** and **your business** for the purpose of accepting insurance and handling any claims, may, if necessary be divulged to third parties provided that it will be processed by the **company** in compliance with the provisions of the General Data Protection Regulations. Please refer to **our** "Privacy and Your Personal Information" statement at the end of this **policy**.

## (7) DUTY OF FAIR PRESENTATION

**You** 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 **you** had made a fair presentation, the **company** would not have underwritten the risk

the **company** will return the premium paid by **you** unless the failure to make a fair presentation is a deliberate or reckless
- b) If the **company** would have issued the **policy** on different terms had **you** 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 that the **company** would have charged had **you** 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 **you** made a fair presentation

For the purpose of this Condition reference 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**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a **policy** should be treated as references to issuing the **policy** at inception, renewal or varying the **policy** as the context requires.

## (8) EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **policy**

- a) the **sums insured** in this **policy** will be reduced until expiry of the **period of insurance** by the amount of any loss destruction **damage** interruption or interference with the **business**
- b) if any **sum insured** is subject to the Condition of Average and further claims arise before expiry of the **period of insurance** the application of such Condition of Average may have the effect of increasing the proportion of the loss which **you** will have to bear
- c) on request and if not otherwise provided for under any Section of this **policy** following a claim the **company** will consider reinstating the original **sums insured** subject to any additional premium revised terms and further precautions that may be necessary

## (9) EMPLOYERS LIABILITY TRACING OFFICE

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

- a) Certain information relating to **your** insurance **policy** including without limitation
  - i. the **policy** number;
  - ii. employers' names and addresses (including subsidiaries and any relevant changes of name)

- iii. dates of cover
  - iv. employers' reference numbers provided by Her Majesty's Revenue and Customs;
  - v. Companies House reference numbers (if relevant) will be provided to the Employers Liability Tracing Office (ELTO) and added to the electronic database.
- b) This information will be made available by the **company** to ELTO in a specified and readily accessible form as required by the Employers Liability Insurance Disclosure by Company Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- c) The database will assist past and present **employees** who have suffered an employment related injury or disease, arising out of and during the course of their employment in the UK; for employers who are 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:
- i. identify which company(ies) provided employers' liability cover during the relevant periods of employment; and
  - ii. identify the relevant employers' liability insurance policies.

#### (10) FRAUDULENT CLAIMS

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:

- a) refuse to pay the whole of the claim; and
- b) 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.

#### (11) INSTALMENTS

If the premium for this **policy** is payable by instalments it is a condition precedent to the **company's** liability that each instalment shall be paid when due otherwise all benefit under this **policy** shall be forfeited from the date when such instalment was due

#### (12) MATERIAL ALTERATION

**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) treat this **policy** as terminated from the date of such alteration had **we** cancelled this **policy** if **we** had known of the alteration and **we** will also return a proportionate amount of premium for the unexpired **period of insurance**;
- c) 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.



### (13) OTHER INSURANCE

If at the time of any **injury** or **damage** there be any other insurance

- a) covering the whole or part of such **injury** or **damage** whether effected by **you** or not then the **company** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **injury** or **damage**
- b) on any of the **property** covered herein either alone or together with any other **property** which shall be subject to the Condition of Average or is limited in respect of the value of any article or the total amount is divided in respect of said **property**, then this **policy** may at the option of the **company** be held to contain the same Condition of Average, limit of value and division of amount, on a pro rata basis
- c) which more specifically insures **property** covered herein this **policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any Personal Accident benefit provided under this **policy** in respect of death or injury to any **insured person**

### (14) PRECAUTIONS

**You** must

- a) take all reasonable precautions to safeguard any **property** covered by this **policy** against **damage** and to prevent **injury** or loss or destruction of or **damage** to other **property**
- b) exercise reasonable care in the selection and supervision of **your employees**
- c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- d) maintain the **premises** and all other **property** covered in a sound condition

### (15) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **company** to inspect such record. **You** shall within 1 month after the expiry of each **period of insurance** supply particulars and information as the **company** may require and the premium for such period shall be adjusted subject to any minimum premium

### (16) RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen **property** which is the subject of a claim under this **policy** is recovered **you** must inform the **company** as soon as reasonably possible by recorded delivery letter. If the **property** is recovered before the payment of the claim for loss of that **property** **you** must reclaim such **property** and the **company** will then indemnify **you** under the terms of this **policy** for any **damage** sustained to such **property**

If the **property** is recovered after payment of the claim for loss of that **property** the **property** will then belong to the **company** but **you** will have the option of retaining the **property** and refunding to the **company** any claim payment the **company** have made for the **property** subject to any appropriate adjustment for **damage** to the **property**

### (17) TAX

In addition to the premium **you** will pay to the **company** any tax due on the premium which **we** are required to collect will be incorporated in accordance with current legislation

### (18) 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

### (19) SURVEY CONDITION

- a) As part of this insurance contract the **company** reserves the right to undertake an insurance risks survey of the **premises** at any time prior to or during the currency of this **policy** cover and **you** must allow the **company** access to the **premises** and/or related risks to carry out such survey.
- b) following the survey any Risk Improvement Requirements will be notified to **you** with details of the date by which each Requirement must be completed.
- c) if any such Requirement is not completed within the stated timescale then the **company** may opt to: -
  - i. modify the policy premium; or
  - ii. issue a mid-term amendment to **your policy** or Section and change **your** terms and conditions; or
  - iii. require **you** to make alterations to the **premises** insured by the deadline date; or
  - iv. exercise the **company's** right to cancel the **policy**; or
  - v. leave the **policy** or Section terms and conditions and the premium unaltered
- d) the **company's** requirements and decisions will take effect from the date specified unless and until the **company** agrees otherwise in writing. If **you** disagree with the **company's** Requirements and/or decisions the **company** will consider **your** comments and where the **company** considers appropriate will continue to negotiate with **you** to resolve the matter to **your** and the **company's** satisfaction.

### (20) SANCTIONS

The **company** shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

## POLICY ENDORSEMENTS

The following Endorsements apply to this policy

### (1) Deep Fat Frying Equipment Condition

It is a condition precedent to the liability of the **company** under this **policy** in respect of any deep fat frying range or commercial deep fat frying equipment, (other than small counter top fryers and woks) used at the **premises**, that whenever switched on, the kitchen and preparation area of the **premises** are not left unattended, and: -

- a) the equipment, including any associated flue pipe and extraction ducting, must be installed and securely fixed in position, and free from contact with combustible materials or combustible construction elements of the **buildings**, and operated in accordance with the manufacturer's instructions;
- b) the frying equipment is fitted with: -
  - i. a fully functioning thermostat to prevent the temperature of the cooking fat or oil in any of the pans rising above 205 degrees centigrade (401 degrees Fahrenheit), or any lower temperature recommended by the manufacturer;
  - ii. a separate high temperature limit thermostat without automatic resetting to shut off the heat source if the temperature of the fat or oil in any of the pans exceeds 225 degrees centigrade (440 degree Fahrenheit);
  - iii. a flame failure cut-off device for gas heated equipment;
- c) such equipment is fitted with lids or shutters capable of immediate closure in the event of fire;
- d) all extraction hoods, canopies grease traps, filters, sumps and other grease removal devices are cleaned at least once every week; no flammable solvents or cleaning aids to be used
- e) when in use, the oil or fat in each frying pan must be maintained between the minimum and

maximum levels recommended by the manufacturers, and at a sufficient level to ensure that both the thermostat and high temperature limit thermostat are both immersed in the cooking medium;

- f) at least once per annum: -
- i. all extraction ducting integral to a deep fat frying range through to the sump/drip tray, the extractor motor, and extractor motor impeller and housing must be cleaned by a specialist contractor. For the avoidance of doubt, this is in addition to the cleaning requirement for the Kitchen Extraction Ducting in Policy Endorsement (6) but can be undertaken at the same time.
  - ii. all deep fat frying equipment must be serviced in accordance with the manufacturers guidelines
  - iii. a full record of both the cleaning and servicing of the equipment must be retained by **you** and available for inspection by the **company** if required.
  - iv. if at inception of this **policy** there is no certificate confirming that existing equipment has been the subject of such cleaning and maintenance within the past 12 months, then **you** must arrange for such work to be undertaken within 45 days of inception of this **policy**
- g) metal receptacles fitted with metal lids, or proprietary metal receptacles that allow residual fat to drain away, be used to store hot food waste and batter scraps before disposal once cooled; and that such receptacle(s) are emptied and the contents removed from the **buildings** at the end of each working day.
- h) an emergency shutdown of the fuel supply and the extraction system must be provided. The emergency shutdown control(s) must be located in an easily accessible and safe position;
- i) the connection of all such equipment to the power or gas supply must be carried out either by the manufacturers, the supplier or by a Gas Safe registered contractor for gas fired equipment or an NICEIC, ECA or SELECT registered contractor electrically powered equipment.

## (2) Door Mat and Floor Condition

It is a condition precedent to the liability of the **company** that each **premises** shall have fitted at each entrance and exit a door mat to reduce the risk of floor surfaces becoming slippery during wet or wintry conditions and floor surfaces must be kept safe and dry at all times.

## (3) Electrical Circuit Condition

It is a condition precedent to the liability of the **company** under this **policy** that:-

- a) all of the fixed electrical wiring installation at the **premises** (or **your** portion of the **premises**) has a current Electrical Installation Condition report (EIC) confirming that the installation conforms to the current Electricity at Work Regulations (1989), and is in a "Satisfactory" condition. This EIC report must be prepared and issued by a qualified electrical contractor who is accredited by either the National Inspection Council for Electrical Installation Contracting (NICEIC) or the Electrical Contractors Association (ECA) or SELECT.
- b) throughout the term of this **policy**, the installation must be re-inspected and tested at periodic intervals, in accordance with the standard methods of testing in the current Institute of Engineering and Technology (IET) Wiring Regulations. The interval between each inspection should be in accordance with the "Recommendation" from the previous inspection, but subject to a maximum interval of not more than 5 years, and an updated "satisfactory" EIC report issued. All periodic inspections and testing must also be undertaken by a NICEIC, ECA or SELECT accredited contractor;
- c) if at inception of this **policy**, there is no current satisfactory EIC report for the **premises**, then **you** must arrange for the whole of the electrical wiring installation to be inspected and tested by a NICEIC, ECA or SELECT accredited contractor within 45 days of inception of this **policy**, and an EIC report issued.
- d) following testing and inspection under (b) or (c) above, all improvement works that are categorized as "Category 1" or "Category 2" in the EIC report, and required to ensure electrical safety, must be completed within 30 days of the inspection, by a similarly accredited contractor, and appropriate documentation issued in confirmation.

- e) **you** must retain a copy of each EIC report and related documentation issued, and made available for inspection by the **company** upon request

#### (4) Flat Roof Condition

It is a condition precedent to the liability of the **company** for **damage** caused by storm or ingress of water that all flat felted roof or areas of flat felt roofing, forming part of the **buildings** at the **premises** either owned by **you**, or for which **you** are legally responsible, shall be subject to inspection no less than once every 2 years by a qualified builder or surveyor and any defects identified by that inspection shall be repaired within 30 days of inspection.

#### (5) Intruder Alarm Condition

Where the **premises** are protected by an Intruder Alarm system, it is a condition precedent to the liability of the **company** in respect of **damage** following entry or exit by forcible and violent means to the **premises** that in respect of the Intruder Alarm System: -

- a) it is installed in accordance with the specification prepared by the intruder alarm company and where applicable agreed by the **company**
- b) is subject to a maintenance contract being in force during the **period of insurance** with the installing contractor or such other contractor as is agreed in writing by the **company**
- c) the **premises** are not left unattended unless
  - i. the Intruder Alarm is set in its entirety and
  - ii. the Intruder Alarm (including any remote signalling device) is in full and effective working order
- d) no alteration or variation to the Intruder Alarm or any structural alteration to the **premises** which would affect the Intruder Alarm System shall be made without prior agreement of the **company**
- e) the **company** are notified immediately and in writing if
  - i. **you** receive a written notification from the police or the company responsible for monitoring the Intruder Alarm that they are or may be withdrawing response to alarm calls
  - ii. **you** are notified by the telecommunications company responsible for the provision of the monitoring line that they are or may be disconnecting the monitoring line or equipment
  - iii. **you** are required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by the police force issued by the Chief Constable of Police whereupon the **company** shall have the right to amend terms or vary or withdraw cover
- f) any keys to the Intruder Alarm are removed from the **premises** when the **premises** are left unattended or closed for **business**

Intruder Alarm shall be deemed to include all lines and equipment used to transmit the signals to and from the **premises**.

The **premises** will not be deemed to be attended when supervised only by security staff unless details of such arrangements have been notified to **company** and accepted by them in writing

#### (6) Kitchen Extraction Ducting Condition

It is a condition precedent to the liability of the **company** under this **policy** in respect of any extraction ducting used in conjunction with kitchen cooking equipment at the **premises**, that: -

- a) the extraction ducting must be constructed of an appropriate metal material, securely fixed in position, and free from contact with combustible materials or combustible construction elements of the **buildings**.
- b) there are access points to facilitate thorough cleaning of all internal surfaces and parts of the extraction ducting, throughout its entire length. Where access points do not currently exist to sufficiently allow this, then they must be installed.
- c) throughout the term of this **policy** all internal surfaces of the extraction ducting and the extraction motors must be thoroughly cleaned and maintained at least once every 12 months by a suitably qualified contractor. The service record must be retained by **you** and available for inspection by the **company** if required.

If at inception of this **policy** there is no certificate confirming that existing equipment has been the subject of such cleaning and maintenance within the past 12 months, then **you** must arrange

- for such work to be undertaken within 45 days of inception of this **policy**
- d) all extraction hoods, canopies, filters, grease traps and sumps are cleaned at least once every week; no flammable solvents or cleaning aids to be used

#### **(7) Minimum Security Condition**

It is a condition precedent to the liability of the **company** in respect of **damage** arising from fire, theft or malicious damage, that **you** shall have in place, in full working order and put into effective operation whenever the **premises** are closed for **business**, or left unattended, the following minimum level of security or such as is specified in the **schedule**:

- a) all external doors at the **premises** and any internal doors which give access to any part of the **building** not occupied by **you** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621.

Where the doors are double leaf in addition to the said mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf

Any outward opening doors should in addition to the above have each hinge fitted with a hinge bolt

- b) all accessible opening windows fanlights and skylights including those accessible from decks, roofs fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars grilles expanded metal or weld mesh.
- c) If the external door is non-timber the following applies:
- if Aluminium Door, this should be fitted with a cylinder mortise deadlock
  - if Non-Timber & Non-Aluminium, this should be fitted with a key operated multi point locking device.
- d) the above requirements shall not apply to any door or window designated as a "fire exit" by any person who is legally responsible for fire safety at the **premises** under current Fire Safety legislation. Any such doors or windows must however be fitted with a proprietary emergency escape mechanism.

#### **(8) No Smoking Condition**

It is a condition precedent to liability for **damage** by fire or explosion that **you** will

- a) communicate to employees and visitors and rigorously enforce a no smoking policy at the **premises**
- b) prominently display "No Smoking" signs throughout the **premises**
- c) only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- d) in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- e) ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the **premises**.

#### **(9) Open Flame, Solid Fuel Cooking and Kebab / Rotisserie Cooking Appliance**

It is a condition precedent to the liability of the **company** under this **policy** that the following precautions are taken when such cooking appliance are used at the **premises**:-

- a) the area where charcoal grill, wood fired and tandoori ovens are sited must be well ventilated, and where necessary, under an extraction canopy to remove the gases created to comply with current COSHH regulations;
- b) if charcoal grill, wood fired and tandoori ovens are in use, the kitchen area must be fitted with an audible carbon monoxide alarm to alert any build up of poisonous gases;
- c) all coals/charcoals or other solid fuels used as cooking fuel are fully extinguished at the end of the cooking period, and the coals, ashes and lumber are deposited in a metal container with a metal lid, and the container removed from the **buildings** to a safe storage area at the close of **business** each day
- d) all kebab rotisseries, grilles and similar equipment must be securely fixed in position and free from contact with any combustible materials or combustible elements of construction.



- e) all grease traps and filters must be cleaned out each day

#### (10) Portable Heating Exclusion

It is a condition precedent to liability for **damage** by fire or explosion that there will be no use of portable space heaters at the **premises**, except:-

- a) portable electric fan heaters fitted with a fan failure cut-out device and/or an overheat cut-out device, or
- b) where otherwise agreed in writing by the **company**.

#### (11) Portable Fire Extinguishing Equipment

It is a condition precedent to the liability of the **company** in respect of **damage** caused by fire or explosion, that the following portable fire extinguishing devices are kept in the kitchen area at the **premises**, and are securely located in easily accessible positions near the cooking area and maintained in efficient working order: -

- i. at least one fire blanket and
- ii. at least one portable fire extinguisher suitable for the environment (i.e. either a 6 litre class F wet chemical; a 9 litre foam or 4.5kg dry powder extinguisher);

All fire extinguishers must be serviced annually by a qualified fire extinguisher servicing and maintenance company and in line with the manufacturer's recommendations and instructions.

#### (12) Unoccupied Property Condition

It is a condition precedent to the liability of the **company** in respect of any **unoccupied premises** that: -

- a) **you** must notify the **company** as soon as possible when the part of the **premises** used for the **business** become **unoccupied** or an **unoccupied premises** becomes reoccupied;
- b) all mains services must be turned off at the main inlet, switches and stop-cocks as appropriate and the water apparatus be drained down. However, this shall not apply to the electrical supply to any fire or intruder alarm system, nor water to any sprinkler installation, the mains supplies to which should be isolated and left on;
- c) all external openings, including all doors, windows and skylights etc, shall be fully secured against unauthorised entry, and letterboxes sealed;
- d) all combustible contents are to be removed from the **premises** and their adjacent surrounding areas must be kept clear of all combustible materials;
- e) the **premises** must be inspected at least once every week by **you** or **your** appointed representative and a record of all such visits shall be maintained and available for inspection if required. Any breach in security or other problems or defects discovered, must be rectified immediately;
- f) any fire or theft protection equipment shall be maintained in efficient working order and put into effective operation whenever the **premises** are not attended by, or on **your** behalf
- g) unless otherwise agreed in writing, the **company** shall not be liable for any **damage** or **injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation;
- h) all fire extinguishing appliances are maintained in efficient working order.

#### (13) Wok and shallow frying cooking processes

It is a condition precedent to the liability of the **company** under this **policy** that whenever a wok, pan or other cooking vessel used for frying food but not fitted with thermostatic controls is being used for the heating of oil or during cooking that it is never left unattended by the operator unless it is removed from the heat or the heat source is turned off.

#### (14) Waste Condition

It is a condition precedent to the liability of the **company** that **you** must ensure that:

- a) all waste that is external to the **buildings** whilst awaiting collection should be stored in non-combustible, close lidded containers or waste containers and kept at least 5 metres away from any property or buildings;
- b) all oily or greasy waste and cloth which remain in the **buildings** overnight are kept in a lidded metal container.



## SECTION 1 - CONTENTS

### INSURING CLAUSE

If any **property** suffers accidental **damage** during the **period of insurance** by a cause that is not excluded hereunder, occurring at **your premises** within the **geographical limits**, or elsewhere as provided for by the **policy** terms, conditions and extensions; the **company** will pay to **you** an amount calculated in accordance with the Basis of Payment, or at their option will reinstate or replace **your property** or any part of it which is lost destroyed or **damaged**. Provided that their liability under this Section does not exceed: -

- (1) the **sum insured** for each Item,
- (2) in total, the Total **sum insured**

stated in the **schedule** applicable to this Section

### DEFINITIONS TO THE CONTENTS SECTION

**NB:** For the purpose of determining where necessary the definition within which any **property** the **company** agrees to accept the designation under which such **property** has been entered in **your** books

### PROPERTY DEFINITIONS

#### Computers and electronic office equipment

means all computer equipment used for the storage and communication of electronically processed data, computer software, photocopiers, fax machines, portable telephones, video recorders, video cameras and associated equipment all belonging to **you** or held by **you** in trust and for which **you** are legally responsible

#### Stock

means stock and materials in trade whether belonging to **you** or held in **your** care and for which **you** are responsible in connection with **your business** at the **premises** excluding **property** otherwise insured by this Section

#### Tenants Improvements

means tenants improvements, landlord's fixtures and fittings and interior decorations, being **property** belonging to **you** or for which **you** are responsible under lease arrangements

#### Trade Contents

means machinery, plant, shop front (excluding **glass**), fixtures and fittings, signs, awnings, blinds, canopies, patterns, models, moulds, plans, designs, television and radio receiving aerials, satellite receiving dishes and related fixings, fittings and masts and all other contents (other than **computers and electronic office equipment, stock and tenants improvements**) all belonging to **you**, or held by **you** in trust and for which **you** are legally responsible to insure.

### EXCLUSIONS TO THE CONTENTS SECTION

This Section does not cover

#### (1) Corrosion or change in temperature

**damage** caused by or consisting of

- (a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects
- (b) change in temperature colour flavour texture or finish

but the following is covered under this Section

- (i) such **damage** not excluded elsewhere in this Section or **policy** or from any other accidental cause
- (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

## (2) Disappearance or deception

- (a) unexplained disappearance, shortages discovered during stock-taking or inventory, misfiling or misplacing or due to error or omission;
- (b) the voluntary parting with title or possession of any **property** covered if induced by any fraudulent scheme, trick, device or false pretence

## (3) Excess

unless otherwise stated in the **schedule**

- (a) the first £1,000 of each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- (b) the first £100 of each and every claim for personal effects,
- (c) the first £250 of all other claims

## (4) Excluded Property

- (a) **damage** to **property** consisting of
  - (i) precious metals (not forming part of jewellery), bullion, explosives or contraband
  - (ii) **property** in transit
  - (iii) **money** bonds credit cards or securities of any description
- (b) unless specifically stated as insured in the **schedule** applicable to this Section
  - (i) vehicles licensed for road use (and accessories on them) caravans trailers railway stock watercraft or aircraft
  - (ii) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection
  - (iii) land roads pavements piers jetties bridges culverts or excavations
  - (iv) jewellery, furs, livestock, growing crops or trees

## (5) Frost and weight of snow

**damage** caused by or consisting of frost, or by weight of snow to the contents outbuildings, and lean-to structures but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

## (6) Inbuilt defect wear tear and defective workmanship

**damage** to property caused by or consisting of

- (a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
- (b) faulty or defective workmanship operational error or omission on **your** part or that of any of **your employees**

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

## (7) Joint leakage or breakdown

**damage** consisting of

- (a) joint leakage or failure of welds cracking fracturing collapse or overheating of boiler economisers superheaters pressure vessels or any range of steam or feed piping connected to them
- (b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates

but the following is covered under this Section

- (i) such **damage** not excluded elsewhere in this Section or **policy**
- (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

## (8) Machinery requiring statutory inspection

**damage** caused by explosion of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be inspected to comply with any regulations or statutory provisions unless such vessel machinery or apparatus is the subject of a **policy** or other contract providing the required inspection service

**(9) Processing**

**damage** to any **property** (other than by Fire or Explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing cleaning dyeing or repair

**(10) Property in the open or open sided or ended structures**

**damage** to moveable **property** in the open, fences, gates, open-sided or ended buildings or the contents thereof, caused by wind, rain, hail, sleet, snow flood, dust or other climatic conditions

**(11) Property in course of development**

**damage** to **property** or structures in course or construction, erection or demolition and materials, equipment or supplies in connection therewith;

**(12) Property insured by other insurance**

any **property** which at the time of **damage** is insured by a more specific insurance

**(13) Self-ignition of electrical apparatus**

to any electrical apparatus or wiring caused by its own self-ignition but this Exclusion shall only apply to that part of the electrical apparatus or wiring in which the self-ignition occurs

**(14) Steam pressure apparatus**

**damage** caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

**(15) Water damage**

- (a) **damage** by water to **stock** kept at ground floor basement level or in any outbuilding unless stored on racks, shelves and/or stillages at least 10 centimetres above floor level
- (b) **damage** attributable to change in the water table level

**(16) Subsidence, Ground Heave and landslip**

**damage** caused by, or arising from:

- (a) normal settlement or bedding down of new structures
- (b) the settlement or movement of made up ground or by coastal or river erosion
- (c) demolition, construction or structural alterations or repair of any **buildings** at the **premises**
- (d) subsidence ground heave or landslip which commenced prior to the inception of this cover
- (e) use of defective materials or arising from defective design or workmanship or demolition, construction or structural alterations or repair of any **buildings** at the **premises**.

**(17) Theft Fraud or dishonesty**

**damage** caused by theft or attempt thereat

- (a) unless involving entry to or exit from the building at the **premises** by forcible and violent means or by violence or threat of violence to **you** or any of **your employee**
- (b) where an **employee** is involved either as principal or an accessory, but this shall not exclude **damage** involving forcible and violent entry to exit from the building at the **premises**
- (c) from any outbuilding, lean-to or external storage unit, unless the security provided to this area is in accordance with the Minimum-Security Condition detailed in Policy Endorsement (7) of this **policy**
- (d) from the yards and or open at the **premises** unless otherwise stated in the **schedule** or in an **endorsement**
- (e) **damage** caused to any till or cash register by thieves, outside of **business hours** unless the cash drawer has been left in an open position and all **money** removed therefrom

**(18) Unoccupied Buildings**

**damage** in respect of any **property** within **buildings** which are **unoccupied** or if partially **unoccupied** and you have direct control or responsibility for the **unoccupied** portions caused by: -

- (a) Freezing
- (b) escape of water from any apparatus, pipe, tank or sprinkler installation

- (c) malicious persons (other than by Fire or Explosion)
- (d) theft or attempted theft

## BASIS OF PAYMENT

### (1) Day One Value Basis

This Condition applies to those items in the **schedule** where a **declared value** (or “DV”) is also shown in respect of such **property**;

Subject to the following “special conditions”, the amount payable will be calculated as reinstatement of the **damage** to such **property**. For this purpose, reinstatement shall mean: -

- (a) the rebuilding or replacement of **damaged property**, which provided that the **company’s** liability is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **damaged property**

to a condition equivalent to, or the same as, but not better or more extensive than when new.

**You** having stated in writing the **declared value** incorporated in each Item to which this Basis of Payment applies, the premium has been calculated accordingly.

### Declared Value

means **your** assessment of the cost of rebuilding, replacement, repair or restoration of the **property** covered, to a condition equal to but not better or more extensive than new, applying at the inception of the **period of insurance**, ignoring inflationary factors which may operate subsequently, but including an allowance for additional costs to comply with any public authority requirements, professional fees and debris removal costs

Special Conditions applicable to Day One Value Basis

- (1) at the inception of each **period of insurance** **you** shall notify the **company** of the **declared value** of the **property** covered by each of the said Items. In the absence of such declaration, the current **declared value** shall be taken as the **declared value** and adjusted for inflation for ensuing **period of insurance**;
- (2) If at the time of **damage** the **declared value** of the **property** covered by such Item is less than the cost of reinstatement at the start of the **period of insurance**, then the **company’s** liability for any **damage** shall not exceed the proportion that the **declared value** bears to the cost of reinstatement
- (3) the liability of the **company** for the repair or restoration of **property** that is partially **damaged** only, will not exceed the amount that would have been paid if the **property** had been completely destroyed;
- (4) no payment will be made beyond the amount that would have been payable in the absence of this Day One Value Basis Value clause: -
  - a) unless reinstatement commences and proceeds without unreasonable delay;
  - b) until the cost of reinstatement has actually been incurred
  - c) if the **property** covered by this Section at the time of the **damage** is insured by any other insurance which is not upon the same basis of reinstatement

If **you** do not comply with Special Condition (4) of Day One Value Basis, or decide not to reinstate the **property** in a condition equal to but not better or more extensive than its condition when new, then the cover by this basis of payment shall not apply, and the insurance in respect of such Items will be subject to the following “Condition of average: -

“Condition of average”

The cover for each Item is deemed to be subject to average, so that if at the time of **damage**, the reinstatement costs of the **property**, including due allowance for public authority requirements, professional fees and debris removal costs, is more than 115% of the **declared value** stated in the **schedule** then the amount payable will be reduced in proportion to the amount that the **declared value** represents of the reinstatement cost

## (2) Reinstatement Basis of Payment

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item under this Section (other than **stock**, motor vehicles and their accessories **employees'** directors' visitors' and guests pedal cycles and personal effects) is to be calculated shall be the reinstatement of the property lost destroyed or **damaged**

For this purpose, reinstatement means

- (a) the rebuilding or replacement of **property** lost or destroyed which provided the liability of the **company** is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **property damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) The liability of the **company** for the repair or restoration of **property damaged** in part only shall not exceed the amount which would have been payable had such **property** been wholly destroyed
- (ii) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** by any Item subject to this Condition exceeds its **sum insured** at the commencement of any **damage** the liability of the **company** shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the whole of such **property** at that time
- (iii) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - 1. unless reinstatement commences and proceeds without unreasonable delay
  - 2. until the cost of reinstatement shall have been actually incurred
  - 3. if the **property** insured by any Item at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement

## (3) Index Linking

This Condition applies to all Items insured by this Section, other than any item of **stock**

The **sum insured** (and the **declared value** where appropriate) on any Item will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** (and **declared value**).

The index linking will continue to apply to the **sum insured** of any **property** that is the subject of a claim (at the rate of 1/365<sup>th</sup> per day), until the time of final adjustment of the loss.

## (4) European Union and Public Authorities

The cover under this Section for Contents extends to include additional costs of rebuilding or reinstatement of lost destroyed or **damaged property** which **you** incur solely to comply with

- (1) European Union Legislation, or
- (2) Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority excluding: -
  - (a) any such costs where the Item is not subject to the Reinstatement Basis of Payment (Basis of Payment Condition (2))
  - (b) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - (i) in respect of **damage** occurring before this cover was granted
    - (ii) in respect of **damage** not insured by this Section
    - (iii) under which notice was served upon **you** before the date of **damage**
    - (iv) in respect of undamaged **property** or undamaged portions of **property** forming any part of the **property** sustaining **damage** except for undamaged foundations (unless foundations are specifically excluded from cover by **endorsement** to this **policy**)

- (3) the additional cost exceeding that which would have been required to make good **property** which sustained **damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye-Laws
- (4) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner in order to comply with any of the above Regulations or Bye-Laws

Provided that

- (a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **damage** or within such further time as the **company** may allow (during the said 12 months) and may be carried out upon another site (if Regulations or Bye-Laws so require) subject to the **company's** liability not being increased by this additional cover
- (b) if apart from this additional cover the **company's** liability for **property** is reduced by the application of any terms and conditions of this **policy** then the **company's** liability in respect of any such costs will be reduced in like proportion
- (c) the total amount payable for **property** will not exceed the **sum insured** for it stated in the **schedule** applicable to this Section

## **SPECIAL CONDITIONS TO THE CONTENTS SECTION**

### **(1) Automatic Reinstatement of Sum Insured**

In the absence of written notice by **you** or the **company** to the contrary within 30 days of the occurrence of any **damage** the **sums insured** by this Section shall not be reduced by the amount of any loss, and **you** shall pay the appropriate premium for such automatic reinstatement of cover provided that

- (a) **you** shall carry out any reasonable recommendations put forward by the **company** to prevent further loss
- (b) in respect of **damage** by theft (if insured) the automatic reinstatement shall apply on the first occasion only in each **period of insurance**

### **(2) Non-Invalidation**

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to **you** or beyond **your** control increases the risk of **damage** provided that **you**

- (a) notify the **company** immediately **you** become aware of such act omission or alteration and
- (b) pay any additional premium that the **company** may require

### **(3) Subrogation Waiver**

In the event of a claim arising under this Section the **company** agrees to waive any rights remedies or relief to which they may become entitled by subrogation against any company: -

- (a) in the relation of holding company or subsidiary to **you**
- (b) which is a subsidiary of a parent company of which **you** are yourself a subsidiary

in each case within the meaning of the relevant companies' legislation current at the time of the **damage**

### **(4) 72 Hours Clause**

**Damage** caused by:

- (a) storm, tempest, flood; or
- (b) riot, civil commotion, strikes or locked out workers within the limits of one city; and

occurring in any one period of 72 consecutive hours during the **period of insurance** is deemed to be one claim. The **excess** shall apply separately to each selected period.

**You** shall select the time from which any such period shall commence provided that no 2 such selected periods overlap and that such **damage** occurred prior to expiry of the **period of insurance**.

## **IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS**

### **Capital Additions**

The cover under this Section includes

- (1) any newly erected or acquired **property** excluding **stock**



- (2) alterations additions and improvements to **property** excluding **stock** (but not for any appreciation in value) anywhere within the **geographical limits**

Provided that

- (a) at any one location this cover does not exceed 10% of the total of the **sums insured** as shown in the **schedule** applicable to this Section or £500,000 whichever is less
- (b) **you** undertake to give particulars when this cover is required as soon as practicable and in any event at intervals of not more than 6 months and undertake to pay such additional premium as the **company** will require for insurance dating back to the date when the **company's** liability began

#### Contract Price

If following loss or destruction of or **damage** to **stock** which is

- (1) sold but not delivered and
- (2) subject to a sale contract

and **your** sale is cancelled

- (a) entirely or
- (b) only to the extent of the **damage**

due to the sale contract conditions being applied the **company's** liability will be based on the contract price

For the purpose of this cover the value of all **stock** to which this cover applies in the event of **damage** will also be calculated on this basis.

#### Cost of Metered Utilities

The cost or value of metered water, gas, electricity or domestic heating oil lost following accidental **damage** to fixed water or heating installations in the **premises** subject to a limit of £25,000 in any one **period of insurance**.

Provided that the **company** shall not be liable for any claim in respect of any **building** which is empty or not in use.

#### Damage to Landscaped Gardens

The cost of restoring any **damage** to landscaped gardens caused by the emergency services in attending the **premises** as a result of the operation of any **damage** insured by this Section. Provided that the liability of the **company** shall not exceed £25,000 in any one **period of insurance**.

#### Debris Removal Costs

The insurance by each Item in the **schedule** applicable to this Section includes necessary **costs and expenses you** incur with the **company's** consent in

- (1) removing debris from
- (2) dismantling and/or demolishing
- (3) shoring up or propping

Provided that the **company's** liability for **damage** and debris removal costs will not exceed in total during any one **period of insurance** the **sum insured** stated for each Item in the **schedule** applicable to this Section

#### Exhibitions

The cover for **property** also applies at any exhibitions away from the **premises** for a period not exceeding 14 days and whilst in transit to and from any exhibition(s) within the **geographical limits** subject to a maximum liability of £20,000 in any one **period of insurance**.

The **company** shall not be liable for the first £250 of each and every loss.

#### Fire extinguishing expenses

The **company** will pay the reasonable costs incurred by **you** up to a maximum limit of £10,000 for

- (1) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured **damage**.
- (2) extinguishing operations in order to minimise loss.

- (3) **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

#### Fire extinguishing appliances

If **you** maintain fire extinguishing appliances at the **premises**, **you** must ensure all appliances are in efficient working order and remedy promptly any defects.

Providing **you** do this, the **company** agrees not to invalidate this **policy** because of any defect in any of the appliances due to circumstances unknown to or beyond **your** control.

#### Glass Breakage and Breakage of sanitaryware

- (1) breakage of **glass** including shelves and mirrors at the **premises**, for which **you** are legally responsible, including the costs of: -
  - (a) temporary boarding up pending the replacement of the broken **glass**
  - (b) repairing window frames and fittings
  - (c) replacing or repairing any lettering, artwork or other ornamental work, on the **glass**
  - (d) **damage** to the contents of windows displays as a result of breakage of **glass** in the shopfront
- (2) **damage** to fixed **sanitaryware** at the **premises** for which **you** are legally responsible
- (3) breakage or **damage** to external signs, blinds, awnings and canopies at the **premises** for which **you** are legally responsible but excluding breakage or **damage** in respect of: -
  - (a) **glass, sanitaryware** or signage that comprises **stock**
  - (b) breakage or **damage** arising from repairs or alterations to the **premises**
  - (c) existing before the start of the **period of insurance**.
  - (d) electronic or neon signs by wear and tear, gradual deterioration, mechanical or electrical breakdown
  - (e) scratched, cracked or insecurely fixed **glass**
  - (f) **damage** at any **premises** which is **unoccupied** unless specifically agreed by the **company**

Provided that the maximum liability of the **company** in respect of any claim shall or in any one **period of insurance** shall not exceed: -

- (a) £1,500 in respect of **damage** to external signs, blinds, awnings or canopies;
- (b) £1,000 in respect of **damage** to lettering, artwork or other ornamental work on the **glass**;
- (c) £1,000 in respect of **damage** to window frames and the contents of shopfront displays
- (d) the **sum insured** under Section 1 - Contents

#### Interested Parties

It is understood that other parties may have an interest in certain **property** covered by this **policy**. The nature and extent of this interest must be disclosed in the event of **damage**.

#### Leakage of Drinks

Cover under this Section extends to indemnify **you** in respect of any leakage of alcoholic or soft drinks from storage containers or connected apparatus; provided that no cover is provided for:

- (a) the cost of replacing the alcoholic or soft drinks
- (b) leakage of bottled **stock**

#### Lottery Equipment

The cover under this Section includes **damage** to lottery equipment for which **you** are responsible provided such equipment has been included in the **trade contents sum insured**.

#### Outside Catering and Property Away

The **company** will indemnify **you** for **damage** to **trade contents** and / or **stock** as insured by this Section but occurring whilst at, or in transit to or from, any location within the **geographical limits** where the **insured** is providing outside catering services, storing or otherwise using the **property**. Provided that: -

- (1) the **company's** maximum liability under this extension shall not exceed 15% of the **sum insured** by such **property** or £10,000 whichever is the less
- (2) cover excludes **damage** by theft of such property, unless such **property** is kept in a secure building and the theft involves forcible and violent entry to or exit from such building

### Personal effects

The cover under this Section includes in so far as they are not insured elsewhere **your employees'** directors' visitors' and guests' pedal cycles and personal effects (except motor vehicles) for an amount not exceeding £250 for any one pedal cycle and £1,000 for all other personal effects of any one **employee** director visitor or guest

### Professional Fees

The cover under this Section for Contents includes necessary architects' surveyors' consulting engineers' legal and other fees **you** incur in reinstating **your property** following its **damage** as insured by this Section but not for preparing any claim

Provided that the **company's** liability for **damage** and professional fees will not exceed in total the **sum insured** for each Item in the **schedule** applicable to this Section

### Property in the Open

Notwithstanding exclusions elsewhere in this Section, the cover provided under this Section extends to include **damage** to furniture, fixtures and ornaments in the open within the grounds of the **premises** provided that the **company** shall not be liable for: -

- (1) any amount in excess of £1,000 for **damage** caused by theft, weather or climatic conditions
- (2) any amount in excess of £5,000 in respect of **damage** by any other cause.

For the avoidance of doubt, the **excess** applicable under Exclusion (1) c) to this Section shall apply to such losses.

### Replacement of Locks

The cost of replacement of locks following theft of keys to the **premises**

- (1) following a hold-up accompanied by violence or threat of violence whilst such keys are in **your** personal custody or that of any of **your** directors partners or authorised **employees**
- (2) involving entry to or exit from the **premises** by forcible and violent means
- (3) involving entry to or exit from **your** residence or that of any of **your** directors partners or authorised **employees** by forcible and violent means

Provided that the **company's** liability for this cover will not exceed £5,000 any one **premises**, nor £10,000 in the aggregate in any one **period of insurance**.

### Seasonal Increase

The **sums insured** on all items of **stock** are automatically increased by 30% during the months of November and December and the 30 days preceding Easter Sunday unless the percentage or months applicable are shown more specifically on the **schedule**.

### Temporary Removal

**Property** whilst temporarily removed for cleaning renovation repair or similar purposes to **premises** not occupied by **you** and whilst in transit to and from such **premises** excluding

- (1) property lost destroyed or **damaged** by theft whilst in transit
- (2) losses occurring outside the **geographical limits**
- (3) motor vehicles licensed for road use and not at the **premises**
- (4) any **property** comprising **stock**

The amount payable for **property** will not exceed the lesser of

- (a) the amount which would have been payable had the loss occurred in that part of the **premises** from which the **property** is temporarily removed or
- (b) 10% of the **sum insured** for the relevant **property**

### Temporary Removal of Documents

The cover under this Section for **contents** extends to include deeds and other documents (and stamps affixed to them) manuscripts plans designs and **business** books (written and printed) for an amount not exceeding 10% of the **sum insured** for Contents stated in the **schedule** applicable to this Section whilst temporarily removed to any **premises** **you** do not occupy and whilst in transit to and from such **premises**; excluding

- (1) computer systems records
- (2) **property** lost destroyed or **damaged** by theft whilst in transit
- (3) losses occurring outside the **geographical limits**

#### Temporary Removal of Computer Systems Records

The cover under this Section for **computers and electronic office equipment** extends to include computer systems records whilst temporarily removed to any **premises you** do not occupy and whilst in transit to and from such **premises** for an amount not exceeding £500 for any one claim excluding

- (1) **property** lost destroyed or **damaged** by theft whilst in transit
- (2) losses occurring outside the **geographical limits**

#### Theft Damage to Buildings

The **company** will pay for the **damage** to buildings at the **premises** which are not owned by **you** or insured by this **policy**, but for which **you** are legally responsible for, as a result of theft or attempted theft.

The maximum amount payable by the **company** in respect of any one claim shall not exceed £25,000

#### Trace and Access

In the event of **damage** resulting from escape of water or oil as covered by this **policy**, the **company** will pay

- (1) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good and
- (2) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been **damaged** by freezing.

Provided that the **company** shall not pay more than £25,000 or 10% of the **sum insured** by this Section, whichever is the lesser.

#### Unauthorised Use of Utility Supplies

The insurance by this Section is extended to include the cost of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession of or occupying the **premises** without **your** authority.

Provided that: -

- (a) the **company's** maximum liability under this Extension shall not exceed £10,000
- (b) **you** shall take all practical steps to terminate such unauthorised use as soon as it is discovered

#### Underground Services

- (1) Accidental loss or destruction of or **damage** not otherwise excluded to underground water gas oil drain or sewer pipes and underground electricity or telephone cables which extend from the **premises** to the public mains and which **you** are responsible to repair or reinstate
- (2) **costs and expenses** incurred in clearing and cleaning drains gutters sewers drain inspection covers and similar underground service areas for which **you** are responsible in consequence of any **specified perils** insured by this Section

Provided that the liability of the **company** hereunder shall not exceed £5,000 in any one **period of insurance**

## SECTION 2 – BUSINESS INTERRUPTION

### INSURING CLAUSE

If any **property** belonging to **you**, or for which **you** are legally responsible at the **premises** for the purpose of **your business**

- (1) suffers **damage** as a result of an **incident** during the **period of insurance** and
- (2) in consequence **your business** as carried on by **you** at the **premises** suffers **business interruption** as defined below

the **company** will indemnify **you** for

- (a) loss resulting in **business interruption**
- (b) reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details or any other proof information or evidence that may be required by the **company** under the terms of Claims General Condition (1) of this **policy** but not for preparing any claim

Provided that at the time of **damage** giving rise to **business interruption** **your** interest in the **property** at the **premises** is insured against such **incident** and

- (i) payment has been made or liability admitted for it by the **company**; or
- (ii) payment would have been made or liability admitted but for the operation of a deductible or other proviso excluding liability for losses below a specified amount.

### DEFINITIONS TO THE BUSINESS INTERRUPTION SECTION

**NB:** For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

#### Business Interruption

means interruption of or interference with **your business** as carried on by **you** at the **premises** in consequence of an **incident**

#### Customers' Accounts

means all the credit accounts of **your business**

#### Gross Profit

means amount by which

- (1) the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed
- (2) the sum of the amounts of the opening stock and work in progress and the amount of the **uninsured working expenses**

**NB** the amounts of the opening and closing stock and work in progress shall be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation

#### Incident

means **damage** to **property** at the **premises** owned by **you**, or for which **you** are legally responsible and used for the purpose of the **business** and which is insured by Section 1 – Contents and/or Section 11 – Buildings of this **policy**

#### Indemnity Period

means the period beginning with the occurrence of the **incident** and ending not later than the maximum Indemnity Period (stated in the **schedule** applicable to this Section) thereafter during which the results of the **business** shall be affected in consequence thereof

#### Outstanding Debit Balances

means the total of outstanding **customers' accounts** last recorded by **you** before **damage** occurred and adjusted for

- (1) bad debts

- (2) amounts
  - (a) debited (or invoiced but not debited)
  - (b) credited (including credit notes and cash not passed through **your** books at the time of **damage**) to **customers' accounts** in the period between the date to which the last record (kept by **you** in accordance with Special Condition (2) of this Section) relates and the date of **damage**
- (3) any abnormal condition of trade which had or could have had a material effect on **your business** so that the adjusted figures will represent as nearly as reasonably practicable those which would have existed at the date of the **damage** had the **damage** not occurred

### Reinstatement of Data

means the costs of reinstating data lost or **damaged** as a result of **damage** of **computer equipment** but only for the costs of labour and materials expended in recreating such data, and not for the value of the information, or contained therein.

### Turnover

means **money** paid or payable to **you** for goods sold and delivered and for work done and services rendered in the course of **your business** at the **premises**

### Uninsured Working Expenses

means purchases less discounts received bad debts carriage packing and freight

**NB** the words and expressions used in this definition shall have the meaning usually attached to them in **your** books and accounts

### Annual Gross Profit

means **gross profit** during the 12 months immediately before the date of the **incident**

### Rate of Gross Profit

means rate of **gross profit** earned on **your turnover** during the financial year immediately before the date of the **incident**

### Standard Gross Profit

means **gross profit** during that period in the 12 months immediately before the date the **incident** which corresponds with the **indemnity period**

### Standard Turnover

means **turnover** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**

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

## BASIS OF PAYMENT

### Gross Profit

The amount payable as indemnity in respect of **gross profit** shall be as follows: -

- (1) In respect of reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **incident** fall short of the **turnover**
- (2) In respect of increase in cost of working the additional expenditure necessarily and reasonably incurred by **you** either
  - (a) for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** or
  - (b) with the consent of the **company** (such consent not to be unreasonably withheld) to minimise any interruption of or interference with the **business** carried on by **you** at the **premises** during the **indemnity period** in consequence of the **incident**



less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **incident**

#### EXCLUSIONS TO THE BUSINESS INTERRUPTION SECTION

This Section does not cover loss resulting from interruption of or interference with **your business**

- (1) arising from deliberate falsification of any records used for **your business**
- (2) due to any **damage** excluded by Exclusions 1, 2 and 4 to 18 of the Contents Section of this **policy** all of which are incorporated into and must be read as applying to this Section
- (3) due to any cost incurred in the cleaning repair replacement recall or checking of any **property** or in making any refund
- (4) arising directly or indirectly from
  - (a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons
  - (b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from an **incident** in so far as it is not otherwise excluded
  - (c) accidental breakdown of computer or data processing equipment
- (5) caused by or consisting of the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises** or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to **you** or under **your** control but this will not exclude subsequent loss which itself results from a cause not excluded elsewhere in this Section or **policy**

#### SPECIAL CONDITIONS TO THE BUSINESS INTERRUPTION SECTION

- (1) If any standing charges of **your business** are not insured by this Section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges
- (2) If during the **indemnity period** goods shall be sold or services rendered elsewhere than at the **premises** for the benefit of **your business** either by **you** or by others on **your** behalf the **money** paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** during the **indemnity period**
- (3) **You** will be entitled to receive interim payments as agreed between **you** and the **company** in advance of final settlement of any claim agreed under this Section
- (4) If **your business** is conducted in departments and the independent trading results of each can be traced the cover provided by this Section will apply separately to each department of **your business** affected in consequence of an **incident**
- (5) To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms relating to this Section will be exclusive of such tax
- (6) The insurance by this Section shall be avoided if
  - (a) the **business** is wound up, carried on by a liquidator or permanently discontinued; or
  - (b) **your** interest ceases otherwise than by death at any time after the commencement of this insurance unless the **company** agree it may continue.
- (7) In the absence of written notice to the contrary, from either **you** or the **company**, within 60 days of the occurrence of an **incident** the **sum insured** by this Section shall not be reduced by the amount of any loss, and **you** shall pay the appropriate additional premium for such automatic reinstatement of cover

#### EXTENSIONS TO THE BUSINESS INTERRUPTION SECTION

The following Extensions are applicable to this Section

##### (1) Outstanding Debit Balances

The **company** agrees that if any of **your** books of account or other **business** books or records at the

**premises** be so destroyed or **damaged** by an **incident** as to render it impossible for **you** to obtain from customers all sums due to them and outstanding at the date of the **incident** then the **company** will pay.

- (a) the amount of **outstanding debit balances** which cannot be traced
- (b) additional expenditure incurred with the **company's** prior consent in tracing and establishing **outstanding debit balances** after **damage** has occurred.
- (c) reasonable charges payable by **you** to **your** professional accountants for producing information required by the **company** and reporting that such particulars or details are in accordance with **your** books of account or other records used for **your business**.

The **company's** liability in respect of any one loss shall not exceed £50,000 in any **period of insurance** or unless stated otherwise in the **policy schedule**.

#### **Special Conditions in respect of Outstanding Debit Balances**

- (a) Fire-resistant safes - If there are fire-resistant safes or cabinets at the **premises** **your** books or records used for **your business** in which **customers' accounts** are shown must be kept in such safes or cabinets when not in use
- (b) Record of Outstanding Customers' Accounts - **you** must calculate the total of outstanding **customers' accounts** every month and keep a record of each month's total (including back-up copies of computer data) in a place other than at the **premises**

#### **(2) Employees' Lottery Win – Additional Expenses**

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

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

The **company** will not indemnify **you** unless

- (a) the **employee** or group of **employees** resign within 14 days from the date of the successful lottery win; and
- (b) the amount won by any one **employee** is not less than £100,000.

The **company** will not pay under this Extension more than £50,000 in any one **period of insurance**.

For the purposes of this Extension only.

- (a) **Indemnity Period** means the period during which the **business** results are affected due to an **employee** or group of **employees** resigning from their posts within **your business** as a direct consequence of their securing a win in a lottery, starting from the date of their first departure
- (b) **indemnity period** means 1 month
- (c) Lottery means
  - (i) UK National Lottery prize draws including scratchcards
  - (ii) UK National Football Pools (Littlewoods and Vernons)
  - (iii) Euro Millions lottery
  - (iv) Irish National lottery
  - (v) UK Premium Bond prize draws

#### **(3) Murder Disease or Public Health Closure**

Interruption of or interference with **your business** as insured by this Section shall be deemed to include

- (a) murder or suicide at the **premises**;
- (b) any occurrence of **Legionellosis** at the **premises**;
- (c) any organism that is likely to cause a **Specified Illness** at the **premises**
- (d) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitary arrangements, or the discovery of pests or vermin at the **premises**;

The **company's** liability under this Extension in respect of each and every claim shall not exceed £250,000, and £500,000 in total in any one **period of insurance** unless otherwise stated in the **policy schedule**.

For the purposes of this extension the following Definitions apply:

#### **Legionellosis**

means illness sustained by any person or persons resulting from the escape of legionella from water systems, tanks, air-conditioning plants or cooling towers at the **premises**

#### **Specified Illness**

means illness sustained by any person or persons resulting from any of the following human infectious or contagious diseases:

Mumps, Malaria, Yellow Fever, Acute Encephalitis, Chickenpox, Cholera, Scarlet Fever, Viral Hepatitis, Whooping Cough, Tuberculosis, Smallpox, Dysentery, Acute Poliomyelitis, Anthrax, Diphtheria, Leprosy, Leptospirosis, Meningococcal Infection, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Tetanus and Typhoid Fever

For the purposes of this Extension the **indemnity period** shall be defined as:

In respect of (c) and (d): the period of time starting from when the **business** is affected and ending no more than 3 months later;

and

In respect of (a) and (b): the period of time starting from the date of the occurrence or discovery and ending no more than 3 months later

#### **(4) Prevention of Access**

Interruption of or interference with **your business** in consequence of **damage** to property in the vicinity of the **premises** which shall prevent or hinder the use of the **premises** or access thereto, whether **your property** at the **premises** shall be **damaged** or not.

Provided that the **company's** liability shall not exceed £250,000 unless otherwise stated in the **policy schedule**.

#### **(5) Property Stored**

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include

- (a) loss resulting from **damage to your property** whilst stored at any **premises** not occupied but used by **you** solely for storage purposes.
- (b) to computer systems, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the **premises** and in transit by road, rail or inland waterway to and from the **premises**.

Within the United Kingdom, the Channel Islands and the Isle of Man and the **company's** liability is limited to £100,000 unless otherwise stated in the **policy schedule**.

#### **(6) Public Utilities**

Interruption of or interference with **your business** in consequence of the accidental failure of the supply of electricity, gas, telecommunications or water up to the terminal feed points at the **premises**. Provided that the **company's** liability under this clause in respect of any one occurrence shall not exceed £250,000 in respect of any one claim unless otherwise stated in the **policy schedule**.

This Extension does not cover interruption of or interference:

- (a) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
- (b) occasioned by strike or labour or trade disputes
- (c) due to atmospheric or weather conditions, but this shall not exclude failure due to **damage** to equipment caused by such conditions.
- (d) to failure of electricity, gas or water for the first 4 hours of any such interruption or interference for each and every claim
- (e) to telecommunications for the first 12 hours of any such interruption or interference for each and every claim

### (7) Reinstatement of Data

The **company** will indemnify **you** in respect of necessarily and reasonably incurred cost of reinstating data contained in the **data carrying materials** in consequence of accidental or malicious erasure, loss, destruction, distortion or corruption discovered during the **period of insurance** and resulting directly from **damage**.

Provided that the **company's** liability under this Extension shall not exceed £10,000 in respect of any one loss, or in the aggregate in any one **period of insurance**

The **company's** liability under this Extension excludes: -

- (a) the amount of any **excess** as specified in the **schedule**
- (b) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
- (c) a scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment

### (8) Unspecified Suppliers or Customers

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include loss resulting from **damage** at the **premises** of any supplier or customer within the United Kingdom, the Channel Islands and the Isle of Man and provided that the term suppliers or customers means those companies organisations or individuals with whom at the time of the **damage** **you** had contracts or trading relationships to receive or supply goods or services.

The **company's** liability shall not exceed £250,000 unless otherwise stated in the **policy schedule**.

### (9) Loss of Attraction

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include loss resulting from **damage** to property in the immediate vicinity of the **premises** which causes a loss of custom to the **business** due to a decrease in the number of people visiting the area; provided that: -

- (a) **damage** does not include obstructions due to weather conditions or climate changes
- (b) the liability of the **company** shall not exceed £50,000 or 10% of the **sum insured** by this Section, whichever is the less

### (10) Loss of Essential Personnel

Cover under this Section extends to indemnify **you** in respect of any additional expenses incurred by them to avoid or minimise an interruption to the **business** as a result of the death or permanent disablement of any of **your** directors, partners or head chef from an accident which prevents that person from carrying their usual employment, provided that: -

- (a) the maximum liability of the **company** shall not exceed £10,000 any one claim or in total in any one **period of insurance**
- (b) the **indemnity period** in respect of this extension shall not exceed 12 months

### (11) Leakage of Drinks

Cover under this Section extends to indemnify **you** in respect of any leakage of alcoholic or soft drinks from storage containers or connected apparatus; provided that no cover is provided for: -

- (a) the cost of replacing the alcoholic or soft drinks
- (b) leakage of bottled **stock**

## CONDITION PRECEDENT TO THE BUSINESS INTERRUPTION SECTION

### Computer Data Back Up Regime

It is a condition precedent to the liability of the **company** that **you** maintain a minimum of 2 back-up copies of computer records, that are both capable of restoration, and such copies to be taken at least once every 48 hours. One copy of which must be stored off site.

## SECTION 3 – MONEY AND PERSONAL INJURY

### MONEY INSURING CLAUSE

In the event of **damage** occurring during the **period of insurance** and within the **geographical limits** the **company** will indemnify **you** in accordance with the **Limits of Liability**, unless otherwise stated in the **schedule**, in respect of

- (1)
  - (a) **money** held by you in connection **business** whilst in transit in the custody of **you** or **your authorised representative**, or in the night safe of **you** or similar financial institution awaiting removal by a bank official
  - (b) **money** on the **premises** during **business hours**
  - (c) **money** on the **premises** outside of **business hours**
    - (i) contained within a locked safe
    - (ii) not contained within a locked safe
  - (d) **money** in **your** home or that of one of **your employees** with **your** consent
- (2) **damage** by theft or attempted theft of any safe or strongroom at the **premises** or any case bag or waistcoat in which **money** is contained or any stamp franking machine used for **your business**
- (3) any amount **you** become liable for under the terms of issue and use of any bank debit, credit cash or charge card issued to and used only in connection with the **business**, following fraudulent use by any unauthorised person within the **geographical limits**. Provided that **you** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card

### DEFINITIONS TO THE MONEY SECTION

#### Authorised Representative

means any of **your employees** with **your** consent or any person employed by a professional security company under contract with **you** to carry **money** on **your** behalf

### LIMITS OF INDEMNITY

The **company** will indemnify **you** up to an amount of £5,000 any one occurrence unless otherwise stated in the **schedule**, except in respect of: -

- (1) crossed cheques, crossed postal orders, crossed money orders and credit card sales vouchers where a limit of £250,000
- (2) loss event 1 (c) (i) of the Insuring Clause - where a limit of £2,500 applies,
- (3) loss event 1 (c) (ii) of the Insuring Clause – where a limit of £500 applies
- (4) loss event (2) of the Insuring Clause – where the liability of the **company** shall be the cost of repair or if beyond economic repair the cost of replacement but in either case to a condition substantially the same as but not better or more extensive than its condition when new up to an amount not exceeding £2,500
- (5) loss event (3) of the Insuring Clause – where a limit of £2,500 applies in respect of any one loss and for all losses in any one **period of insurance**

### EXCLUSIONS TO THE MONEY SECTION

This Section does not cover

- (1) the first £250 of each and every claim
- (2) any loss of **money** due to the fraud or dishonesty of any director, partner or **employee**, unless the loss is discovered within 14 days of the date of its occurrence
- (3) **damage** to
  - (a) **money** during transit by post (other than registered post)
  - (b) the contents of any machine operated by notes coins or tokens
- (4) any loss or shortage due to error or omission or any depreciation in value
- (5) any loss suffered by **you** as an immediate result of a **business** transaction

- (6) loss of **money** from any unattended vehicle
- (7) loss caused by the use of counterfeit **money**

#### SPECIAL CONDITIONS TO THE MONEY SECTION

- (1) **Money** in the care of collectors must be delivered to the **premises** or to the bank or post office within 24 hours of receipt
- (2) All keys and/or notes of combination lock codes for safes and strongrooms containing **money** (except those deposited with a bank) must be held in the personal custody of an authorised person and must not be left in the **premises** at any time
- (3) Any safe used for holding **money** and similarly valuable goods, must be installed and fitted in accordance with the manufacturers guidelines, and all “freestanding” safes must be securely fitted to either the fabric of the **buildings**
- (4) **You** shall keep a complete record of **money** in transit and on the **premises** and such record shall be kept in a place other than with the **money**
- (5) The cash drawer to any till must be left open and empty of **money** outside of **business hours**

#### CONDITION PRECEDENT TO THE MONEY SECTION

It is a condition precedent to the liability that **money** in transit (other than non-negotiable **money** in **your** private residence) is accompanied by able bodied **employees** aged between 20 and 60 years in accordance with the following unless specified elsewhere by **endorsement** to this **policy**

<b>Amount in Transit</b>	<b>Minimum Number of employees</b>
up to £3,000	One
£3,001 to £6,000	Two
£6,001 or over	as specially agreed by the <b>company</b> and stated in the <b>schedule</b> applicable to this Section

This condition shall not apply to **money** in transit by professional security company

#### PERSONAL INJURY INSURING CLAUSE

If any **insured person** independently of any other cause suffers death **permanent disablement** or **temporary total disablement** by violent external and visible means

- (1) caused by actual or attempted robbery or hold-up
- (2) while engaged in duties connected with **your business**
- (3) within the **geographical limits**
- (4) during the **period of insurance**

the **company** will pay the benefits stated in the Schedule of Benefits applicable to this Section provided that such death or disablement occurs within 24 months of the incident.

In addition, **company** will reimburse **you** in respect of **medical expenses** necessarily incurred in the treatment of the **insured person** up to 15% of the amount under the **permanent disablement** and **temporary total disablement** benefit.

#### DEFINITIONS TO PERSONAL INJURY COVER

##### **Medical Expenses**

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

##### **Permanent Disablement**

means

- (1) total loss of use or physical severance of a limb at or above the wrist or ankle
- (2) loss of an eye or total and irrecoverable loss of sight in one or both eyes or loss of speech or hearing



- (3) permanent and total disablement from engaging in or giving attention to a profession business or occupation of any kind

### Temporary Disablement

means disablement other than **permanent disablement** preventing the **insured person** from engaging in or giving attention to their usual business profession or occupation

### SCHEDULE OF BENEFITS

<u>Benefit</u>	<u>Amount of Benefit</u>
(1) death	£25,000
(2) <b>permanent disablement</b>	£25,000
(3) <b>temporary total disablement</b> – amount per week during such disablement	£100
(4) <b>medical expenses</b>	up to 15% of Items 2) or 3) above
(5) <b>damage</b> to clothing or personal effects	£500

### EXCLUSION TO PERSONAL INJURY COVER

The **company** will not be liable for death **permanent disablement** or **temporary disablement** caused by or arising entirely or partly from any physical condition defect or infirmity existing before the incident for which a claim is being made under this Section

### SPECIAL CONDITIONS TO PERSONAL INJURY COVER

- (1) The **company** shall not be liable under more than one of Benefits 3(a), 3(b), or 3(c) stated in the **schedule** applicable to this Section
- (2) Benefit in respect of **temporary total disablement**
  - (a) will not be payable for more than 104 weeks in respect of disablement arising from any one occurrence
  - (b) will become payable when the total amount is agreed or at **your** request in arrears at intervals of four weeks
- (3) The **insured person** will submit to a medical examination at the request and expense of the **company**

## SECTION 4 – GOODS IN TRANSIT

### INSURING CLAUSE

If any **goods in transit** are lost destroyed or **damaged** by any accidental cause, not excluded, during the **period of insurance** and within the **geographical limits** the **company** will indemnify **you** for such **damage** by payment reinstatement replacement or repair at the **company's** option

### DEFINITIONS TO THE GOODS IN TRANSIT SECTION

#### Goods in Transit

means **property insured** belonging to **you**, or for which **you** are responsible, whilst being loaded upon, unloaded from and transported by: -

- (1)
  - (a) any **vehicle**
  - (b) rail or road haulier / courier or by post
  - (c) by post
- (2) any other means as described in the **schedule** to this Section

#### Property Insured

means tools, equipment and **stock** appertaining to the **business**

#### Vehicle

means vehicles owned operated or leased by **you** including any trailer attached thereto

### LIMITS OF LIABILITY

The maximum liability of the **company** in respect of **goods in transit** shall not exceed: -

- (1)
  - (a) in transit by any **vehicle** – the amount stated in the **schedule** to this Section
  - (b) by rail or road haulier / courier - £2,500
  - (c) by post: £1,000
- (2) the amount stated in the **schedule** to this Section

### EXCLUSIONS TO THE GOODS IN TRANSIT SECTION

This Section does not cover:

- (1) the first £250 of each and every claim
- (2) **damage to property** insured by theft from a **vehicle**: -
  - (a) whilst left unattended during the working day of the driver, unless: -
    - (i) all doors, windows and opening roof sections are securely closed and all locking devices are put into effective operation;
  - (b)
    - (i) after the completion of any working day of the driver; or
    - (ii) whilst any such **vehicle** is left unattended between 9pm and 6am unless the **vehicle** is kept in either
      1. a securely locked building of substantial construction
      2. a locked compound surrounded by secure walls and fences
      3. a constantly supervised **vehicle** compound or park
- (3)
  - (a) livestock or other living creatures
  - (b) explosives or any other goods of a dangerous nature
  - (c) **money** securities documents manuscripts **business** books computer systems records patterns models moulds plans and designs
  - (d) bullion, precious metals precious stones or works of art unless specifically mentioned as insured by this Section
- (4) loss of market loss of profits delay indirect loss or any consequential loss
- (5) property carried by or despatched by **you** for hire or reward
- (6) **damage to property insured** arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the **vehicle**

- (7) **damage to property insured** caused by or consisting of
  - (a) natural deterioration
  - (b) gradual deterioration insects mildew vermin wear and tear or inherent vice
  - (c) making up packing or processing of the **property insured** whilst temporarily housed in the course of transit
- (8) **damage to property insured** caused by or consisting of
  - (a) contamination depreciation in value evaporation leakage spillage or shortage of weight
  - (b) electrical or mechanical breakdown failure or derangement
 unless caused by fire theft collision or overturning of the conveying **vehicle**
- (9) deterioration of **property insured** conveyed under frozen chilled or insulated conditions due to
  - (a) breakdown or malfunctioning of refrigerated and/or cooling machinery
  - (b) insufficient insulation
  - (c) incorrect setting or operation of the equipment
  - (d) faulty stowage
 unless caused by fire theft collision or overturning of the conveying **vehicle**
- (10) **damage** to china, glassware, statuary, marble, plasterwork, earthenware pictures or scientific instruments unless caused by fire theft collision or overturning of the conveying **vehicle**
- (11) **damage to property insured** more specifically insured
- (12) **property insured** temporarily housed or stored at a rental or under a contract for storage and/or distribution
- (13) **damage to property insured** in or on open **vehicles** owned by or operated by **you** caused by atmospheric or climatic conditions or theft
- (14) any unexplained shortage or disappearance

#### IN ADDITION THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

In respect of any **vehicle** owned or operated by **you** this Section extends to include

- (1) **costs and expenses** reasonably incurred by **you** in
  - (a) the removal of debris and site clearance of **property insured damaged** whilst in transit from the immediate area of the site where the **damage** occurred
  - (b) reloading onto any **vehicle** any **property insured** which has fallen from the **vehicle**
  - (c) transferring the **property insured** to any other **vehicle** including conveying the **property insured** to the original destination or returning the **property insured** to the place of despatch following **damage** to the **property insured** or fire collision or overturning of the conveying **vehicle**
  - (d) re-securing the **property insured** following a dangerous movement of the load in transit for an amount not exceeding £500 any one event
- (2) **damage** to tarpaulins ropes and sheets owned by **you** or for which **you** are legally responsible whilst carried on such **vehicle** for an amount not exceeding £500 any one event
- (3) any hired or borrowed **vehicle** used temporarily in substitution of any **vehicle** whilst such **vehicle** is out of use for maintenance repair or official vehicle testing subject to the terms applicable to the original **vehicle**

#### CONDITIONS PRECEDENT TO THE GOODS IN TRANSIT SECTION

##### Vehicle security and maintenance

It is a condition precedent to the liability of the **company** under this Section that

- (1) all **vehicles** owned or operated by **you** conveying the **property insured** are maintained in an efficient and roadworthy condition
- (2) whenever any **vehicle** owned or operated by **you** containing the **property insured** is left unattended all doors and the boot are locked and windows and other openings are securely closed

## SECTION 5 – DETERIORATION OF STOCK

### INSURING CLAUSE

In the event of **damage** caused by deterioration or putrefaction of **stock** occurring during the **period of insurance**: -

- (1) in the cold chamber of the refrigerating plant at the **premises** belonging to **you**
- (2) elsewhere in the **premises** which but for the occurrence of an incident covered by this Section would have been placed in the cold chamber of the refrigerating plant

caused by

- (a) rise or fall in temperature as a result of
  - (i) **breakdown** of the refrigerating plant
  - (ii) failure due to inherent defect of any thermostatic device being an integral part of **your** refrigerating plant
  - (iii) sudden and unforeseen failure of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the **premises** where **your** refrigerating plant is installed not caused by the deliberate act of any supply authority or the exercise by any such authority of its power to withhold or restrict supply
- (b) action of refrigerant fumes which have escaped from **your** refrigerating plant

the **company** will indemnify **you** for **damage** to such **property** by payment or reinstatement at their option

### DEFINITION TO THE DETERIORATION OF STOCK SECTION

#### Breakdown

means for the purposes of this Section loss or destruction of or **damage** to an item of refrigerating plant resulting from the breaking distortion or electrical burn-out of any part of it whilst in use arising from defects in the item of refrigeration plant causing sudden stoppage of its function and requiring its repair or replacement

#### Stock

means stock and materials in trade whether belonging to **you** or held in **your** care and for which **you** are responsible in connection with **your business** at the **premises** excluding **property** otherwise insured by this Section

### LIMITS OF LIABILITY

The value of **stock** in **your** refrigerating plant and **stock** which would have been placed there but for the occurrence of an incident insured by this Section

The **company's** liability for such **stock** will not exceed £1,000 any one unit and £5,000 in all of refrigerating plant unless otherwise stated in the **schedule**

### EXCLUSIONS TO THE DETERIORATION OF STOCK SECTION

This Section does not cover

- (1) the first £250 of each and every claim
- (2) the refrigerating plant itself
- (3) any **damage** to **property** arising from
  - (a) defects in or defective insulation due to the wearing away or wearing out of any part of a machine caused by or naturally arising from ordinary usage or working
  - (b) failure or rupture from any cause whatsoever of any fuse whether incorporated in the refrigerating plant or not or failure of electrical contacts at which sparking or arcing occurs in ordinary working
  - (c) gradually developing flaws defects cracks or partial fractures in any part or parts which do

not make immediate stoppage necessary although at some future time repair or renewal of the part or parts affected may be necessary

(d) any extraneous cause not specifically insured under this Section

(4) **damage to property** in any refrigerating plant that is more than 10 years old

(5) in respect of (a) (i) and (a) (ii) of the Insuring Clause **damage** resulting from fire lightning aircraft explosion earthquake flood or theft

#### SPECIAL CONDITIONS TO THE DETERIORATION OF STOCK SECTION

**You** must comply with the following Conditions or a claim may not be payable under this Section

(1) If any refrigerating plant has other than hermetically sealed motors and compressors, **you** must:

(a) keep a contract in force with a competent refrigeration engineer providing for inspection and maintenance of such plant at a frequency not less than every 12 months

(b) keep a proper record of all examinations adjustments and replacements carried out

(2) In the event of a claim or possible claim under this Section the **company** will not be liable for further **damage** relating to the defective refrigerating plant until it has been repaired to the **company's** satisfaction

## SECTION 6 – EMPLOYERS LIABILITY

#### INSURING CLAUSE

In the event of **injury** to any **employee** caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with **your business** within the **geographical limits** the **company** will indemnify **you** against all sums that **you** shall become legally liable to pay as compensation in respect of such **injury** together with **costs and expenses**

#### DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

##### Offshore

means from the time of embarkation by an **employee** onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an **employee** from a conveyance onto land upon return from either an offshore rig or offshore platform

#### LIMIT OF INDEMNITY

The liability of the **company** for compensation and **costs and expenses** will not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause

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

(1) the amount stated as the **limit of indemnity** in the **schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **costs and expenses** paid by the **company** or

(2) any lesser amount for which any claim or claims can be settled

and upon such payment the **company** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for **costs and expenses** incurred or which can be recovered in respect of action taken before the date of the **company's** payment under this Section

Any sum paid will be inclusive of all **costs and expenses** incurred and no further sums will be payable by the **company**

## EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

### (1) Fines or Penalties

the payment of fines or penalties

### (2) Indemnity for directors partners and employees

liability of any of **your** directors partners or **employees** for which **you** would not have been entitled to indemnity if the claim had been made against them

### (3) Mechanically propelled vehicles

**injury** to any **employee** whilst

- (a) carried in or upon
- (b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

### (4) Work Offshore

work undertaken by anyone claiming indemnity under this Section in respect of liability arising **offshore**

## SPECIAL CONDITIONS TO THE EMPLOYERS' LIABILITY SECTION

### Our Right of Recovery

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

### Personal Protection Equipment

It is a condition of this Section that:-

- (1) **you** shall provide **employees** with personal protective equipment appropriate for the work to be undertaken;
- (2) **you** shall provide appropriate training to **employees** as to the provision of and use of such personal protective equipment;
- (3) **you** shall maintain a record of the training given to each **employee** as to the provision of and use of such personal protective equipment,

### Safety Precautions

It is a condition of this Section that:-

- (1) when changing the cooking oil or fat in any deep fat frying equipment, any hot oil that is drained or removed shall:-
  - (i) be drained or removed directly into a non combustible container with a close fitting lid; and
  - (ii) be allowed to cool before being moved to a suitable storage container located outside the **buildings**.
- (2) floor surfaces must be suitable for the environment, kept in a good condition and free from obstructions
- (3) **you** have undertaken written risk assessments of the workplace environment and effectively communicated these to all **your employees**

In the event of a breach of one or more of the Safety Precautions Conditions **you** may be liable to reimburse the **company** to the extent that it is just and equitable having regard to the prejudice caused to the **company's** interests by such a breach.

## IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

### Compensation for Court Attendance

In the event of the following persons attending court at the request of the **company** in connection with a



claim under this Section the **company** will compensate **you** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- |   |              |
|---|--------------|
| (1) by <b>you</b> or any of <b>your</b> directors or partners | £500 per day |
| (2) by any of <b>your employees</b>                           | £250 per day |

### **Contractual Liability**

Subject to Exclusion (2) (Indemnity for directors, partners and **employees**) this Section where any contract or agreement entered into by **you** so requires, liability assumed by **you** by virtue of such contract or agreement but only in so far as concerns liability to an **employee**

### **Cross Liabilities**

If **your business**, as insured by this **policy**, comprises more than one legal entity, the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section

### **Geographical Limits**

The **geographical limits** shall extend to include elsewhere in the world for visits made in connection with the **business** by **you** or any of **your** directors partners or **employees** in a non-manual capacity provided that such persons usually reside within the **geographical limits**

### **Health and Safety at Work and Corporate Manslaughter Defence Costs**

In the event of

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

Provided that

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

### **Indemnity to Others**

- (1) If **you** so requests
  - (a) any of **your** directors, partners, or **employees** in respect of liability for which **you** would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against **you**
  - (b) any officer or member of **your** social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such

- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by **you** so requires any principal in like manner to **you** in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an **employee**. Provided that they observe the terms of this **policy** as far as they can apply

#### Unsatisfied Court Judgements

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

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any **employee** or their representative
- (2) in respect **injury** arising out of and in the course of **your employee's** employment or engagement by **you** which remains unsatisfied in whole or in part 6 months after the date of such judgement the **company** will at **your** request pay to **your employee** or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

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

## SECTION 7 – PUBLIC & PRODUCTS LIABILITY

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#### INSURING CLAUSE

In the event of

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

occurring during the **period of insurance** and arising out of or in connection with: -

- (a) **your business**,
- (b) the occupation of the **premises**
- (c) **products**

including collection and delivery and the provision of catering services other than at the **premises**, within the **geographical limits**, the **company** will indemnify **you** in respect of their liability at law for compensation together with **costs and expenses**

#### LIMIT OF INDEMNITY

The **company** will pay up to the **limit of indemnity** stated in the **schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause; except in respect of **products** where the **limit of indemnity** shall apply in respect of any one claim or series of claims arising from one source or original cause and in total during any one **period of insurance**

In addition, the **company** will pay **costs and expenses**

## EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTION

This Section does not cover

### (1) Asbestos

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

### (2) Aircraft hovercraft and watercraft

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

### (3) Component Building Material

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

### (4) Contractual liability

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

### (5) Cyber Liability

liability arising directly or indirectly out of

- (a) loss of alteration of or **damage** to; or
- (b) reduction in the functionality availability or operation of

any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **your E-activities**

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

### (6) Excess

the first £250 of each and every claim for third party property **damage**

### (7) Fines liquidated damages or penalties

liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

### (8) Injury to Employees

liability to any **employee** for **injury** arising out of and in the course of their employment by **you**

### (9) Manual Work Away Exclusion (Other than Collection, Delivery and Outside Catering)

liability arising out of or in connection with any manual work undertaken by, or on **your** behalf, away from **your** own premises other than the collection and delivery of goods; or the provision of catering services away from the **premises**

### (10) Mechanically propelled vehicles

liability caused by or arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle, or trailer attached to it, whilst towed, or otherwise being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### (11) Mildew Mould Spores or Allergens

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

- (a) any **costs and expenses** associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to

investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spores, or allergens; or

- (b) any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spores or allergens

Irrespective of the cause of such fungus, mildew, mould, spores or allergens, and whenever or wherever occurring.

#### **(12) North American Risks**

liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction or arising from any **products** known by **you** to be for use or integrated within any other **products** for the use in or supply to the United States of America or Canada

#### **(13) Property in the insured's custody or control**

physical loss of or **damage** to

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

#### **(14) Recall of Products**

liability arising out of the recall of any **product** or part thereof

#### **(15) Use of Pyrotechnics or Strobe Lighting**

liability arising out of the use of, or displays involving pyrotechnics, or other explosive devices, or the operation of strobe lighting effects, unless notice is provided to **us**, prior to such events taking place and **we** confirm in writing the terms conditions of our acceptance

### **IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS**

#### **Car park liability**

The indemnity provided by this Section extends to include liability at law for **damage** to motor vehicles (and the contents of and accessories on such vehicles) belonging to any of **your employees** or visitors whilst within any car park for which **you** are responsible provided that

- (1) such vehicle (or the contents and accessories) is not lent or loaned to **you**;
- (2) if any charge is made for the parking of vehicles, a ticket bearing a disclaimer of liability shall be issued to every person paying such charge; and
- (3) this Extension shall not apply to **damage** due to the driving of any vehicle by **you** or any of **your employees**.

#### **Cloakroom liability**

The **company** will indemnify **you** within the terms of this Section in respect of liability for **damage** to property (excluding gold and silver articles, jewellery, watches and the like) belonging to guests or patrons, caused by theft or accidental means whilst such property is deposited in the cloakroom at the **premises**;

Provided that:

- 1. **you** shall issue numbered tickets to each guest or patron in respect of property deposited in the cloakroom;
- 2. the cloakroom shall be locked-up whenever it is left unattended when guests or patrons property is deposited therein
- 3. a suitable Disclaimer Notice is prominently displayed in the cloakroom advising that the cloakroom is provided for the convenience of guests and patrons and **you** do not accept responsibility for loss or damage to the property
- 4. the liability of the **Insurers** under this Extension shall not exceed £500 in respect of any one article, nor £10,000 in respect of all losses in any **period one insurance**

### Compensation for Court Attendance

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

- |   |              |
|---|--------------|
| (1) by <b>you</b> or any of <b>your</b> directors or partners | £500 per day |
| (2) by any of <b>your employees</b>                           | £250 per day |

### Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the **company** will indemnify **you** for liability caused by or in connection with any vehicle owned by an **employee** which is being used in the course of **your business** excluding any liability

- (1) arising when such vehicle is being driven
  - (a) by **you**
  - (b) with **your** consent by anyone whom **you** know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (2) for physical loss of or **damage** to any such vehicle
- (3) for any use outside the **geographical limits**

### Cross Liabilities

If **your business**, as insured by this **policy**, comprises more than one legal entity the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section

### Data Protection and The General Data Protection Regulation

**We** will indemnify **you** in respect of

- (1) legal fees and defence costs
- (2) legal liability for compensation to an individual, the subject of personal data **you** hold and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data; and

arising from proceedings brought against **you** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing;

Provided that the maximum **we** will pay for all claims happening during any one **period of insurance** is £100,000.

**We** will not provide indemnity in respect of

- (1)
  - (a) personal **injury** other than as provided by this extension
  - (b) **damage** to property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation
- (2) consequential losses
- (3) liability as a result of **you** having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by **you** or any **employee**
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages
- (5) liability under any penalty clause or any fine or statutory payment
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
- (7) proceedings relating to compensation for any **employee** if the Employers' Liability Section of this **policy** is not in force

### Defective Premises Act

Insofar as this insurance indemnifies **you** against liability at law for compensation in respect of **injury** or **damage** to the property of third parties, this insurance shall apply to liability incurred by **you**, by virtue of Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, or any subsequent amendment to them; in connection with **premises** which have been disposed of by **you**.

The **company** shall not be liable under this Extension

- (1) in respect of such **injury** or **damage** happening prior to such disposal;
- (2) for the cost of remedying any defect or alleged defect which results or, if not remedied, may result in **injury** or **damage** to property as aforesaid;
- (3) if **you** are entitled to indemnity from any other source; or
- (4) for **injury** or **damage** in connection with **buildings** which were owned by **you**.

### Food Safety Act and Consumer Protection Act Defence Costs

**You** and also at **your** request any of **your** directors partners or **employees** are indemnified for legal **costs** and **expenses** incurred: -

- (1) in defending any prosecution for breach of duty
- (2) with the **company's** consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 or Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the **period of insurance** where circumstances may otherwise give rise to a claim under this Section excluding legal **costs** and **expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

### Geographical Limits

The **geographical limits** shall extend to include elsewhere in the world for **products** and visits made in connection with **your business** in a non-manual capacity provided that such persons usually reside within the **geographical limits**

### Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

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

Provided that

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



### Indemnity to Others

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

### Leased and Rented Premises

Exclusion 13(a) of this Section does not apply to physical loss or **damage** to **premises** leased or rented to **you** in connection with **your business**

### Overseas Personal Liability

**You** and if **you** so request

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

### Sudden and Unintended Pollution

**Pollution** is excluded by General Exclusion 1(c) of this **policy** but this Section provides **pollution** cover subject to all other provisions of this **policy** for liability in respect of **injury** or loss of or **damage** to property caused solely by **pollution**

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

Provided that

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

### Wrongful Arrest

Legal liability to pay compensation together with **costs and expenses** following any charge of wrongful arrest or malicious prosecution made against **you** during the **period of insurance** in respect of any allegation of theft or the improper conduct by any person (other than **your employees**) in connection with the **business**.

## SECTION 8 – LEGAL EXPENSES

**NB:** The insurance provided by this Section is on a “claims made” basis, which means that for there to be a valid claim under this Section, the claim must be reported to the **company** within the **period of insurance**.

### INSURING CLAUSE

The **company** will indemnify **you** or an **insured person** against **legal expenses** incurred in respect of any of the insured incidents stated below arising in connection with the **business** provided that: -

- (1) the insured incident is notified to the **company** during the **period of insurance** and arises within the **geographical limits**;
- (2) any legal proceedings will be dealt with by a court or other body which the **company** agrees to within the **geographical limits**; and
- (3) in civil claims it is always more likely than not that **you** or an **insured person** will recover damages (or obtain other legal remedy which the **company** have agreed to) or make a successful defence.

### LIMITS OF INDEMNITY

Our liability shall not exceed:-

- (1) for all claims which result from one or more events arising at the same time and from the same original cause:-
  - (a) in respect of Insured Incidents 1), 2), 3) and 4) - £100,000, and
  - (b) in respect of Insured Incidents 5) and 6) - £ 50,000; nor
- (2) for all claims which are notified to the **company** during the **period of insurance**, £500,000

Unless otherwise stated in the **schedule**

### DEFINITIONS TO THE LEGAL EXPENSES SECTION

#### Arbitration

means a method of settling a **dispute** by asking an independent lawyer to consider it. They will be chosen by **us** and **you** or an **insured person** jointly or (if agreement cannot be reached) by the president of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If **you** or an **insured person** lose, these costs are not covered by this **policy**.

#### Dispute

means any situation involving a disagreement with or action by someone in which **you** or an **insured person's** legal rights need to be protected, whether by legal proceedings or otherwise.

#### Geographical Limits

means

- (1) For Insured Incidents 2 (Legal Defence) and 3 (b) Injury, The European Union, the Channel Islands, the Isle of Man, Albania, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- (2) For all other Insured Incidents, the United Kingdom, the Channel Islands and the Isle of Man.

#### Legal Advice Service

means a professional legal advisory service provided on behalf of **us**, for advice and guidance in relation to the insurance provided by this Section. In certain instances seeking and following their advice prior to taking action is a condition of the insurance. Their contact details are stated at the end of this Section.

#### Legal Expenses

means

- (1) Legal costs - all reasonable and necessary costs chargeable by the **nominated representative** and the costs incurred by opponents in civil cases if **you** or an **insured person** has been ordered to pay them or **we** agree to pay them.

- (2) Accountants costs - all costs reasonably incurred by the **nominated representative**.
- (3) Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a **nominated representative**, **we** will pay the actual loss of the salary of an **insured person** for the time that they are off work; provided that: -
  - (a) such salary or wages are not recoverable from the relevant court, tribunal or other party;
  - (b) **we** will not pay for any loss incurred before an **insured person** makes a claim;
  - (c) **we** will not pay for any claim where **you** are unable to support **your** loss.

#### **Nominated Representative**

means a lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you** or an **insured person** in accordance with the terms of this Section.

#### **Reasonable Prospects**

means that in respect of each claim there is always more than a 50% chance of **you** or an **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or **nominated representative**.

### **INSURED INCIDENTS**

#### **(1) EMPLOYMENT DISPUTES AND COMPENSATION AWARDS**

##### **(a) Employment Disputes**

The **company** will pay **legal expenses** in relation to the defence of legal proceedings in an Employment Tribunal arising from or relating to a breach of an **employee's** contract of service or their statutory rights under employment legislation;

Provided that: -

- (i) in the event of any issues that could give rise to a legal **dispute** with an **employee**, **you** or an **insured person** has contacted the **legal advice service** and followed the advice provided to them.
- (ii) the **insured person** seeks and continues to follow all advice from the **legal advice service** as to the steps to be taken in the following situations: -
  - 1. before taking any disciplinary action or commencing a disciplinary procedure;
  - 2. before dismissing an **employee**;
  - 3. upon receipt of notification of any form of grievance by an **employee** or a complaint of discrimination;
  - 4. before starting any redundancy, process or making an **employee** redundant;
  - 5. before seeking to make a material change to an **employee's** contract, which is likely to have a negative impact on that **employee**;
  - 6. upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by any **employee**.

#### **EXCLUSIONS TO EMPLOYMENT DISPUTES**

- (i) any claim in respect of damages for **injury** or damage to property;
- (ii) any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment to them;
- (iii) any claim relating to disciplinary hearings or internal grievance procedures;
- (iv) the costs of any **disputes** relating to a settlement agreement;
- (v) any **dispute** relating to a shareholding, partnership or directors contract;
- (vi) any claim relating to future contracts of employment;
- (vii) any claim relating to unpaid wages or commission or deductions from wages or commission;
- (viii) any claim relating to benefits due under a contract of employment;
- (ix) any claim relating to payment in relation to redundancy.

### **(b) Compensation Awards**

**We** will pay any basic and / or compensatory award which is awarded to an **employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **us** in settlement of a **dispute**.

Provided that the basic and /or compensatory award follows a claim which **we** have accepted under Insured Incident 1) (a) (Employment Disputes) above.

### **EXCLUSIONS TO COMPENSATION AWARDS**

Any basic or compensation award relating to the following: -

- (i) any award arising out of the **insured person's** failure to provide any **employee** with written reasons for their dismissal;
- (ii) any award made as a result of the **insured person's** failure to provide a contract of employment or statement of terms and conditions of employment;
- (iii) any award relating to any contractual rights to which the **employee** is entitled;
- (iv) any claim in relation to equal pay or the minimum wage employment legislation.

### **(c) Service Occupancy**

**We** will pay **legal expenses** in relation to **your** legal rights against an **employee** or ex-**employee** to recover possession of **premises** owned by **you** or for which **you** are responsible.

### **EXCLUSION TO SERVICE OCCUPANCY**

Any claim relating to defending **your** legal rights, other than defending a counter-claim.

## **(2) LEGAL DEFENCE**

**We** will pay **legal expenses** in relation to: -

- (a) defending **your** or an **insured person's** legal rights following an event which leads to **you** or an **insured person** being prosecuted in a court of criminal jurisdiction arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality or the supply of safe goods;
- (b) defending **your** or an **insured person's** legal rights following civil action taken against **you** or an **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (c) defending an **insured person's** legal rights if
  - (i) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion; or
  - (ii) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.
- (d) representing **you** or an **insured person** in appealing against the imposition or terms of an Improvement or Prohibition Notice or a Suspension Notice or an Order of Enforcement or an Enforcement Deregistration or Transfer Prohibition Notice under any of the following legislation.
  - (i) Health and Safety at Work etc Act 1974;
  - (ii) Food Safety Act 1990;
  - (iii) Fair Employment (Northern Ireland) Act 1989;
  - (iv) Consumer Protection Act 1987; orany subsequent amendment to them.
- (e) representing **you** in appealing against the refusal of the Information Commissioner to register **your** application for notification under the General Data Protection Regulation and any subsequent amendment to it.

Provided that insofar as proceedings under the Health and Safety at Work etc Act 1974 and any subsequent amendment to it are concerned the **geographical limits** shall be any place where the Act applies

## EXCLUSION TO LEGAL DEFENCE

Any claim which leads to **you** or an **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## (3) PROPERTY PROTECTION AND INJURY

### (a) Property Protection

**We** will pay **legal expenses** in relation to **your** legal rights in any civil action relating to material property which is owned by **you** or for which **you** are responsible following:

- (i) any event which causes or could cause physical **damage** to such material property; or
- (ii) any nuisance or trespass.

## EXCLUSIONS TO PROPERTY PROTECTION

Any claim relating to the following.

- (1) a contract entered into by **you**
- (2) goods in transit.
- (3) goods at **premises** other than those occupied by **you**, unless the goods are at such **premises** for the purpose of installation or use in work to be carried out by **you**.
- (4) mining subsidence.
- (5) a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**, other than damage to motor vehicles, where **you** are engaged in the business of selling motor vehicles.

### (b) Injury

**We** will pay **legal expenses** in relation to the pursuit of a claim arising from an incident causing **bodily injury** or death to an **insured person**.

## EXCLUSIONS TO INJURY

Any claim relating to the following.

- (1) any **injury** which develops gradually or is not caused by a specific or sudden accident;
- (2) defending any **insured person's** legal rights, other than defending a counter-claim;
- (3) a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**;
- (4) any actual or alleged clinical, medical or dental negligence.

## (4) TAX PROTECTION

**We** will pay **legal expenses** in relation to defending **you** during an investigation by HM Revenue and Customs following: -

- (a) the commencement of a Tax Enquiry or Cross-Tax Enquiry
- (b) an investigation of **your** compliance with Pay As **You** Earn regulations;
- (c) an appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that:

- (i) **you** have taken reasonable care to ensure that accounts and tax affairs and record have been properly maintained
- (ii) all returns to HM Revenue and Customs have been completed, are correct and submitted on time.

## EXCLUSIONS TO TAX PROTECTION

Any claim relating to **your** prosecution or to the extent of anything done or to be done: -

- (1) after any matter first becomes referred to or dealt with by any Special Office, Investigation Division or Collection Investigation Unit of HM Revenue and Customs;
- (2) in an official investigation before the government department has first expressed its dissatisfaction with the books and records **you** are required to produce for in-depth examination;
- (3) before the commencement of VAT enforcement proceedings against **you**;
- (4) only because of some earlier official investigation into **your** tax affairs or some earlier VAT enforcement proceedings against **you**, or their failure to register for VAT;
- (5) in preparing, challenging, appealing or otherwise processing any tax computation, assessment, demand or payment which **you** would necessarily deal with, notwithstanding that official investigation or **dispute**;

- (6) in connection with or arising from a tax avoidance scheme;
- (7) **we** shall not be liable for an **excess** of £250

#### (5) EVICTION OF SQUATTERS

**We** will pay **legal expenses** to secure the eviction from any **premises** insured under Section 1 – Contents of this **policy**, of anyone who is not **your** tenant or ex-tenant and who does not have **your** permission to be there.

#### (6) CONTRACT DISPUTES

**We** will pay **legal expenses** in relation to **your** legal rights arising in a contractual **dispute** arising from an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, lease, hire purchase, service, maintenance, testing, sale or provision of goods or services in relation to a **premises** insured under Section 1 – Contents of this **policy**

Provided that: -

- (a) the amount in **dispute** exceeds £500;
- (b) for an undisputed debt claim **you** must notify the **company** within 90 days of the money becoming payable and have already have undertaken all their normal credit control procedures and made reasonable efforts to recover the debt

#### EXCLUSIONS TO CONTRACT DISPUTES

**We** shall not be liable for **disputes** relating to: -

- (1) computer software or systems that have been tailored to **your** requirements
- (2) construction work, designing converting or extending a premises
- (3) loans, mortgages, pensions, endowments, investments or any other financial product
- (4) the purchase or sale of any premises or land
- (5) the settlement, or lack thereof, under an insurance or assurance policy
- (6) any tenancy agreement

#### EXCLUSIONS TO THE LEGAL EXPENSES SECTION

This Section does not cover the following;

- (1) any **legal expenses** incurred before the written acceptance of a claim by **us**.
- (2) any claim (or any circumstances which might lead to a claim) of which **you** were, or should have been, first aware outside the **period of insurance**.
- (3) fines, penalties, compensation or damages which **you** or an **insured person** are ordered to pay by a court or other authority order, other than compensation awards as covered under Insured Incidents 1. b) Compensation Awards. d) Any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (4) any claim relating to franchise rights or agency rights where **you** have the legal capacity to alter legal relations of another.
- (5) any Insured Incident deliberately or intentionally solicited by **you** or an **insured person**.
- (6) a **dispute** with **us** not otherwise dealt with under Special Condition 10 of this Section
- (7) any claim relating to a shareholding or partnership share in the **insured**.
- (8) an application for judicial review.
- (9) any legal action **you** or an **insured person** take which **we** have not agreed to or where **you** or an **insured person** do anything that hinders **us** or the **nominated representative**.
- (10) any claim if, either at the commencement or during the course of a claim notified under this sub section, **you** are bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of **your** affairs or property is in the care or control of a receiver or administrator.
- (11) an **excess** of £250 in respect of each claim, increasing to £500 under Insured Incident 6 (Contract Disputes) when the amount in **dispute** exceeds £5,000



## SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- (1) It is a condition precedent to **our** liability to meet any claim that you or an **insured person** shall:
  - (a) give notice to **us** in writing during the **period of insurance** immediately upon becoming aware of any Insured Incident or event which may give rise to a claim under this sub section;
  - (b) give **us** as soon as possible, all the information, documents and assistance **we** need to deal with any claim under this Section;
  - (c) give **us** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
  - (d) forward to **us** immediately upon receipt every form ET1, and ET3 issued by an Employment Tribunal to **you** or an **insured person**.
- (2) **you** or an **insured person** shall
  - (a) take reasonable steps to keep any amount **we** have to pay to a minimum;
  - (b) send everything **we** ask for in writing.
- (3)
  - (a) **we** must have accepted the claim in writing before they can deal with it.
  - (b) **we** will accept the claim when they are satisfied that:
    - (i) **we** have all the information that they need;
    - (ii) **you** or an **insured person** can identify any person with whom **you** are in **dispute**; and
    - (iii) it is reasonable for **you** or an **insured person** to pursue or defend their legal rights (taking into account a reasonable estimate of **your** or an **insured person's** total **legal expenses**) and **you** or an **insured person** will probably achieve a worthwhile result.
- (4)
  - (a) **we** may appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend **your** or an **insured person's** rights.

In the event of any legal proceedings or if there is a conflict of interest, **you** or an **insured person** have the right to choose **your** / their own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any legal proceedings.
  - (b) In other situations, or if **we** think that **you** or an **insured person** needs one to help to protect **your** or the **insured persons** rights, they will appoint a **nominated representative** to act on behalf of **you** or an **insured person**.
  - (c) **We** can take over and conduct and negotiate in the name of **you** or an **insured person** any claim or legal proceedings at anytime.
  - (d) The **nominated representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **nominated representative**.
  - (f) **You** or an **insured person** must cooperate fully with **us** and the **nominated representative** and must keep **us** up-to-date with the progress of the claim.
  - (g) **You** or an **insured person** must give the **nominated representative** any instructions that the **we** require.
- (5) If, following legal proceedings to which **we** have consented, **you** or an **insured person** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **us** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, **we** must agree that it is always more likely than not that the appeal will be successful.
- (6)
  - (a) **you** or an **insured person** must tell **us** if anyone offers to settle a claim.
  - (b) If **you** or an **insured person** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **legal expenses**.
  - (c) **We** may decide to pay **you** or an **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- (7)
  - (a) If **we** ask, **you** or an **insured person** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
  - (b) **You** or an **insured person** must take every step to recover **legal expenses** that **we** have to pay and must pay **us** any **legal expenses** that are recovered.

- (8) If any **nominated representative** refuses to continue acting for **you** or an **insured person** or if **you** or an **insured person** dismisses a **nominated representative**, the cover **we** provide will end at once unless **we** agree to appoint another **nominated representative**.
- (9) If **you** or an **insured person** settle a claim or withdraw their claim without **our** agreement or do not give suitable instructions to a **nominated representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **legal expenses** paid.
- (10) If the **company** and **you**, or an **insured person** agree, **arbitration** can be used to settle any unresolved **dispute** about anything said in this **policy** or anything to do with the claim. If **arbitration** is used, **you** or an **insured person** may still take that **dispute** to court or try to settle it in another way.
- (11) **We** may, at their discretion, require **you** or an **insured person** to obtain an opinion from counsel at **your** or an **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are **reasonable prospects** for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **us**.
- (12) **We** will not pay any claim covered under any other **policy** or any claim that would have been covered by any other **policy** if this Section did not exist.
- (13) All Acts of Parliament within the wording of this sub section shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.
- (14) **We** may at any time settle the claim by paying the reasonable amount of damages claimed if in **our** opinion this would achieve a more economic solution.

#### LEGAL ADVICE SERVICE

**We** provide this service 24 hours per day seven days a week during the **period of insurance**. To help **us** check and improve service standards all calls are recorded.

**We** will give **you** confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of the United Kingdom, the Channel Islands and the Isle of Man.

**We** will not accept responsibility if the helpline services fail for reasons outside of **our** control.

Legal advice service: MSL Legal Expenses Ltd

Telephone: 0161 495 4493

Quoting reference: **China Taiping**

In all communications with the **company**, please quote **your** policy number.

## SECTION 9 – LOSS OF LICENCE

### INSURING CLAUSE

In the event that the **licence** in relation to the use of the **premises** is

- (1) forfeited under the provisions of the appropriate legislation governing such **licences**
- (2) refused renewal after due application for such renewal to the appropriate authority

at any time during the **period of insurance** the **company** will pay or make good to **you** any loss that **you** may sustain in respect of

- (a) depreciation in value of **your** interest in the **premises** by the forfeiture of or refusal to renew **your licence** to an amount not exceeding the **Limit of Indemnity** stated in the **schedule** applicable to this Section
- (b) **costs and expenses** incurred by **you** with the written consent of the **company** in connection with any appeal against the forfeiture of or refusal to renew the **licence**

### DEFINITION TO THE LOSS OF LICENCE SECTION

#### Licence

means licence granted to **you** by the Justices for the sale or supply of excisable liquor at the **premises**

### LIMIT OF INDEMNITY

The amount payable under this Section will not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section

### EXCLUSIONS TO THE LOSS OF LICENCE SECTION

- (1) No claim will arise if under this Section
  - (a) **you** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of refusal to renew the **licence**
  - (b) before or after refusal to renew or forfeiture of **your licence** the **premises** are required for any public purpose by an appropriate authority
  - (c) surrender refusal to renew or forfeiture arises under or results directly or indirectly from
    - (i) any scheme of town or country planning improvement redevelopment surrender or reduction
    - (ii) re-distribution of **licences** in connection with redevelopment
    - (iii) any alteration of the law affecting the granting or surrender refusal to renew or forfeiture of **licences**
- (2) No claim will arise under this Section unless **you** prove to the **company's** reasonable satisfaction that such matter was beyond **your** power or control if
  - (a) any alterations to the **premises** requiring the consent of the licensing or other necessary authority are made without their approval
  - (b) the **premises** are closed for any period not required by law
  - (c) the **premises** are not maintained in a sanitary or other suitable state of repair or condition
  - (d) any direction or requirement of the licensing or other authority is not complied with
  - (e) forfeiture of or refusal to renew **your licence** is caused wholly or partly by or through
    - (i) **your** misconduct procurement connivance neglect or omission
    - (ii) **your** omission to take any step necessary to keep the **licence** in force

### SPECIAL CONDITIONS TO THE LOSS OF LICENCE SECTION

**NB:** The **company** considers time to be of the essence in complying with the Conditions applying to this Section

- (1) On becoming aware of any
  - (a) complaint against the **premises** or the control of it
  - (b) proceedings against or conviction of the holder of the **licence** or manager tenant or occupier of the **premises** for any breach of the licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to such person's honesty moral standing or sobriety
  - (c) change in the tenancy or arrangement of the **premises**
  - (d) transfer or proposed transfer of the **licence**
  - (e) alteration to the purpose for which the **premises** are used
  - (f) objection to renewal or other circumstances which may endanger the **licence** or its renewal

**you** must 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

- (2) In the event that the holder of the **licence** or manager tenant or occupier of the **premises** dies or is incapacitated or deserts the **premises** or is convicted of any offence (where such conviction affects the character or reputation of the convicted person with regard to such person's honesty moral standing or sobriety) **you** will where practicable and at the request of the **company** procure a suitable replacement to whom the Justices will transfer the **licence** or grant the **licence** by way of renewal
- (3) In the event of the **licence** being forfeited or renewal refused **you** must
  - (a) give notice in writing to the **company** within 24 hours of learning such event stating the grounds upon which the **licence** was forfeited or refused renewal
  - (b) give all such assistance as the **company** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the **company** and their solicitors full discretion in the conduct of such proceedings
  - (c) apply if practicable and required by the **company** for the granting of such new **licence** for the same or alternative **premises** as may enable **you** to continue **your business** in a similar or alternative form
  - (d) provide a statement of **your** loss (if any) together with such documents statements and accounts as may be reasonably required by the **company** to verify the same and also (if required by the **company**) make a declaration as to the truth accuracy and completeness of **your** statement and give the **company** free access to the **premises** and **your business** books and accounts as may be necessary to ascertain the value of the **premises** and the goodwill of **your business**

## SECTION 10 – EQUIPMENT BREAKDOWN

### INSURING CLAUSE

In the event of an **accident** to **covered equipment** within the **geographical limits** owned by **you** or for which **you** are responsible during the **period of insurance** the **company** will indemnify **you** in respect of any loss resulting from such **damage** or at its option replace or reinstate such **covered equipment** in accordance with the provisions of the **policy**, provided that during the **period of insurance** the liability of the **company** under this Section shall not exceed the lesser of

- (1) the **Limit of Indemnity** stated in the **policy schedule**
- (2) such **limit of indemnity** remaining after deduction for any other **damage** in the same **period of insurance** unless the **company** has agreed to reinstate such **limit of indemnity**

### DEFINITIONS TO THE EQUIPMENT BREAKDOWN SECTION

#### Accident

Means **damage** as a result of

- (1) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- (2) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (3) **explosion** or **collapse** of steam boilers, steam pipes, steam engines or steam turbines owned or leased by **you** or operated under **your** control
- (4) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event not otherwise excluded occurring inside such boilers or equipment
- (5) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event not otherwise excluded occurring inside such equipment
- (6) Operator error
- (7) caused by material being processed

If an initial **accident** causes another **accident** all shall be considered one **accident**. All **accidents** that are the result of the same event shall be considered one **accident**

#### Breakdown

means the actual breaking failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work

Fracturing of any part of the **covered equipment** by frost when such fracture renders the covered equipment inoperative

The actual complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

#### Collapse

means the Sudden and dangerous distortion whether or not attended by rupture of any part of the **covered equipment** caused by crushing stress by force or steam or other fluid pressure other than pressure of chemical action or ignited flue gasses or ignition of the contents

#### Computer Equipment

means electronic computer or other data processing equipment including **media** and peripherals used in conjunction with such equipment

#### Covered Equipment

means equipment built to operate under vacuum or pressure other than weight of contents or used for the generation transmission or utilisation of energy

None of the following is **covered equipment**

- (1) structure foundation masonry brickwork cabinet compartment or air supported structure or building
- (2) insulating or refractory material
- (3) sewer piping underground vessels or piping or piping forming part of a sprinkler system
- (4) water piping other than boiler feed water piping boiler condensate return piping or water piping forming a part of a refrigerating or air condition system
- (5) vehicles, buggies, carts aircraft floating vessels or any equipment mounted thereon other than vehicle recovery cranes or equipment
- (6) mobile plant and equipment (other than fork lift trucks used by **you** at **your premises**) dragline excavation or construction equipment
- (7) equipment manufactured by **you** for sale
- (8) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- (9) any electronic equipment used for research diagnostic treatment experimental or other medical or scientific purposes
- (10) any **manufacturing production** or **process equipment**
- (11) domestic laundry kitchen audio visual and home entertainment equipment when such equipment is used in private living quarters
- (12) equipment owned by **your** tenants

#### **Explosion**

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure other than pressure of chemical action of ignited flue gasses or ignition of the contents causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

#### **Manufacturing Production of Process Equipment**

means any machine of apparatus which takes in processes forms, cuts shapes, grinds or conveys raw materials, material undergoing the process or the finished product including any equipment forming a part of the dedicated power supply driving or controlling mechanism for such machine or apparatus

#### **Media**

means all forms of electronic magnetic and optic tapes and discs for use in any **computer equipment** or electronic data processing equipment

#### **Verified**

means checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

### **EXTENSIONS TO THE EQUIPMENT BREAKDOWN SECTION**

#### **Business Interruption**

If Section 2 – Business Interruption is operative under this **policy** the **company** will indemnify **you** for interruption or interference with the **business** as described in Section 2 following **accident** to **covered equipment** as follows:-

- (1) in respect of **damage** to **computer equipment** and / or **media**:-
  - (a) the cost of reinstating data onto **media**;
  - (b) the reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the **business**;
 up to the **limit of indemnity** shown in the **schedule**;
- (2) in respect of any loss of Gross Profit (as defined in Section 2) a maximum of £25,000 in respect of any one claim, and in total for all claims in any one **period of insurance**, provided **we** shall not be liable for the first 24 hours of any such interruption or interference.



### Contents of Oil Storage Tanks

The **company** will indemnify **you** for loss of the contents of oil storage tanks belonging to **you** or for which **you** are responsible at the **premises** by

- (1) Escape of contents – leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- (2) Contamination – contamination of the contents of the oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss

This Extension excludes

- (1) Loss caused by fire howsoever the fire may have been caused
- (2) Loss resulting from corrosion erosion or wasting
- (3) Contamination of the contents resulting from
  - (a) The natural settling, separation or accumulation of fluids or materials constituting the normal contents
  - (b) The deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
- (4) Loss sustained whilst oil storage tanks are in transit
- (5) Costs or expenses arising from **pollution** or contamination of property not covered by this Extension

This Extension is provided subject to a maximum of £5,000 in respect of any one **accident** or series of **accidents** arising out of one occurrence

### Expediting Expenses

With respect to **damaged covered equipment** the **company** will indemnify **you** for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement subject to an aggregate maximum of £20,000 in any one **period of insurance**

### Hazardous Substances

The **company** will indemnify **you** for the additional cost to repair or replace **covered equipment** due to contamination or **pollution** by a **hazardous substance**. This includes the additional expenses to clean up or dispose of such **covered equipment**

### Hazardous substance

means any substance other than ammonia that has been declared to be hazardous to health by a government agency

### Additional costs

mean those beyond what would have been required had no **hazardous substance** been involved

This Extension

- (1) includes consequential loss as described in Section 2 only if Section 2 is operative
- (2) is provided subject to a maximum of £10,000 for any one loss

### Hire of Substitute Item

If **covered equipment** is **damaged** as a result of an **accident** the **company** will indemnify **you** against the cost of hire charges **you** actually incur during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item **damaged** subject to an aggregate maximum limit of £5,000 in any one **period of insurance**

### Loss Avoidance Measures

The **company** will indemnify **you** for reasonable costs necessarily incurred to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident** provided that

- (1) **damage** would reasonably be expected if such measurements were not implemented
- (2) the **company** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- (3) the amount payable shall be limited to the cost of **damage** which would have otherwise occurred
- (4) if **damage** had occurred it would have resulted in a claim that would have been accepted by the **company** under this Section of the **policy**

This Extension is provided subject to an aggregate maximum of £5,000 in any one **period of insurance**

#### **Public Authorities/Law or Ordinance**

If an **accident** to **covered equipment** damages **buildings** and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements the **company** will indemnify **you** for the following additional costs to comply with such ordinance or law

- (1) **your** actual expenditures for the cost to demolish and clear the site of undamaged parts
- (2) **your** actual expenditures for increased costs to repair, rebuild or construct the **buildings**. If the **buildings** are repaired or rebuilt it must be intended for similar use or occupancy as the current **buildings** unless otherwise required by zoning or land use ordinance or law
- (3) consequential loss as described in Section 2 as a result of (1) or (2) above only if Section 2 is operative

The **company** shall not be liable for

- (1) any fine
- (2) any liability to a third party
- (3) any increase in loss due to a **hazardous substance** other than as specifically insured under Hazardous Substances Extension
- (4) increased construction costs until the **buildings** are actually repaired or replaced

This Extension is within and does not increase the **sum insured** for such **buildings** stated in Section 11 of the **policy schedule**

#### **BASIS OF SETTLEMENT CLAUSE**

Subject to the following Special Conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** the subject of an **accident**

For this purpose, reinstatement means

- (1) the replacement of **covered equipment** the subject of an **accident** which provided the liability of the **company** is not increased may be carried out
  - (a) in any manner to **your** requirements
  - (b) upon another site
- (2) the repair or restoration of **covered equipment** the subject of an **accident**

in the case of (1) or (2) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

#### **SPECIAL CONDITIONS**

- (1) the **company's** liability for the repair or restoration of **covered equipment** the subject of an **accident** and shall not exceed the amount payable for replacement of the **covered equipment**
- (2) no payment beyond the amount which would have been payable in the absence of this clause shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred
- (3) All the terms and conditions of the **policy** shall apply in respect of any claim payable under this clause except insofar as they are varied hereby

#### **CONDITIONS TO EQUIPMENT BREAKDOWN SECTION**

##### **Precautions**

**You** shall exercise due diligence in

- (1) complying with any statute or order
- (2) ensuring that insured items of **covered equipment** are properly serviced and maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or **damage**

## EXCLUSIONS TO THIS SECTION

The **company** shall not be liable for

- (1) **damage** caused by or resulting from
  - (a) any **damage** insurable under Section 1 of this **policy**
  - (b) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation **breakdown** test of any type of electrical equipment
  - (c) mould fungus mildew or yeast whether or not such matter is living including any spores toxins vapour gas emissions or substances produced by or emanating from such mould fungus mildew or yeast
  - (d) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if loss or **damage** from an **accident** results the **company** shall be liable for that resulting loss or **damage**
  - (e) loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks
  - (f) an **excess** of £500 each and every claim
- (2) loss of damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **your** obligations under the agreement.

## OPTIONAL COVERAGE SECTIONS

The following Sections are only applicable where stated in the Schedule

### SECTION 11 – BUILDINGS

This Section applies only if a Sum Insured is shown against this Section in the **schedule**

#### INSURING CLAUSE

If any **buildings** at the **premises** suffers **damage** during the **period of insurance** by a cause that is not excluded hereunder, the **company** will pay to **you** an amount calculated in accordance with the Basis of Payment, or at their option will reinstate or replace the **buildings** or any part of it which is lost destroyed or **damaged**. Provided that their liability under this Section does not exceed: -

- (1) the **sum insured** for each Item,
- (2) the total sum insured of all items

stated in the **schedule** applicable to this Section

**NB:** For the purpose of determining where necessary the definition within which any property is insured the **company** agree to accept the designation under which such property has been entered in **your** books

#### EXCLUSIONS TO THE BUILDINGS SECTION

This Section does not cover

##### (1) Change in the water table level

**Damage** attributable to change in the water table level

##### (2) Collapse

**damage** to a **building** or structure caused by its own collapse or cracking unless resulting from any **specified peril**

##### (3) Corrosion or change in temperature

**damage** caused by or consisting of

- (a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects

but the following is covered under this Section

- (i) such **damage** not excluded elsewhere in this Section or **policy** or from any other accidental cause
- (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

##### (4) Excess

unless otherwise stated in the **schedule**

- (a) the first £1,000 of each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- (b) the first £250 of all other claims

##### (5) Inbuilt defect wear tear and defective workmanship

**damage** to **buildings** caused by or consisting of

- (a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
- (b) faulty or defective workmanship operational error or omission on **your** part or that of any of **your employees**

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

**(6) Fences, gates and open-sided buildings**

**damage** to fences, gates and open-sided or open-ended **buildings** caused by wind, rain, hail, sleet, flood or dust;

**(7) Frost and weight of snow**

**damage** caused by: -

- (a) frost,
- (b) by weight of snow to outbuildings, lean-to structures or the contents thereof

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

**(8) Joint leakage or breakdown**

**damage** consisting of or caused by

- (a) joint leakage or failure of welds cracking fracturing collapse or overheating of boiler economisers superheaters pressure vessels or any range of steam or feed piping connected to them
- (b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates.

but the following is covered under this Section

- (i) such **damage** not excluded elsewhere in this Section or **policy**
- (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

**(9) Property insured by other insurance**

any **building** which at the time of **damage** is insured by a more specific insurance

**(10) Settlement of new structures and damage to buildings involving**

**damage** caused by or consisting of: -

- (a) normal settlement or bedding down of new structures
- (b) subsidence ground heave or landslip which commenced prior to the inception of this cover
- (c) the settlement or movement of made up ground or by coastal or river erosion
- (d) movement or settlement of yards, car parks, roads, pavements, walls, gates or fences unless the main building insured by this Section are affected at the same time and by the same cause
- (e) use of defective materials or arising from defective design or workmanship, or demolition, construction or structural alterations or repair of any **buildings** at the **premises**

**(11) Theft**

**damage** caused by theft or attempt thereat: -

- (a) unless involving entry to or exit from the **buildings** at the **premises** by forcible and violent means or by violence or threat of violence to **you** or any **employees**
- (b) involving the collusion of **you**, or any of **your** directors, partners or **employees**

**(12) Unoccupied Buildings**

**damage** in respect of any **buildings** which are **unoccupied** caused by: -

- (a) freezing
- (b) escape of water from any tank, apparatus, pipe or sprinkler installation
- (c) malicious persons (other than by Fire or Explosion)
- (d) theft or attempted theft

**BASIS OF PAYMENT****(1) Day One Value Basis**

This Condition applies to those items in the **schedule** where a **declared value** (or "DV") is also shown in respect of such **property**;

Subject to the following "special conditions", the amount payable will be calculated as reinstatement of the **damage** to such **property**. For this purpose, reinstatement shall mean: -

- (a) the rebuilding or replacement of **damaged property**, which provided that the **company's** liability is not increased may be carried out

- (i) in any manner suitable to **your** requirements
- (ii) upon another site

(b) the repair or restoration of **damaged property**

to a condition equivalent to, or the same as, but not better or more extensive than when new.

**You** having stated in writing the **declared value** incorporated in each Item to which this Basis of Payment applies, the premium has been calculated accordingly.

### **Declared Value**

Means **your** assessment of the cost of rebuilding, replacement, repair or restoration of the **property**, to a condition equal to but not better or more extensive than new, applying at the inception of the **period of insurance**, ignoring inflationary factors which may operate subsequently, but including an allowance for additional costs to comply with any public authority requirements, professional fees and debris removal costs

Special Conditions applicable to Day One Value Basis

- (1) at the inception of each **period of insurance**, **you** shall notify the **company** of the **declared value** of the **property** by each of the said Items. In the absence of such declaration, the current **declared value** shall be taken as the **declared value** and adjusted for inflation for ensuing **period of insurance**;
- (2) If at the time of **damage**, the **declared value** of the **property** by such Item is less than the cost of reinstatement at the start of the **period of insurance**, then the **company's** liability for any **damage** shall not exceed the proportion that the **declared value** bears to the cost of reinstatement
- (3) the liability of the **company** for the repair or restoration of **property** that is partially **damaged** only, will not exceed the amount that would have been paid if the **property** had been completely destroyed;
- (4) no payment will be made beyond the amount that would have been payable in the absence of this Day One Value Basis Value clause: -
  - a) unless reinstatement commences and proceeds without unreasonable delay;
  - b) until the cost of reinstatement has actually been incurred
  - c) if the **property** covered by this Section at the time of the **damage** is insured by any other insurance which is not upon the same basis of reinstatement

If **you** do not comply with Special Condition (4) of Day One Value Basis above or decide not to reinstate the **property** in a condition equal to but not better or more extensive than its condition when new, then the cover by this basis of payment shall not apply, and the insurance in respect of such items will be subject to the following Condition of average

### **Condition of average**

The cover for each Item is deemed to be subject to average, so that if at the time of **damage**, the reinstatement costs of the **property**, including due allowance for public authority requirements, professional fees and debris removal costs, is more than 115% of the **declared value** stated in the **schedule** then the amount payable will be reduced in proportion to the amount that the **declared value** represents of the reinstatement cost

### **(2) Reinstatement Basis of Payment**

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item to which this Condition applies (other than stock, motor vehicles and their accessories **employees' directors' visitors' and guests pedal cycles and personal effects**) is to be calculated shall be the reinstatement of the **buildings** lost destroyed or **damaged**

For this purpose, reinstatement means

- (a) the rebuilding or replacement of any **buildings** lost or destroyed which provided the liability of the **company** is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of any **property** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its conditions when new



Provided that

- (i) the liability of the **company** for the repair or restoration of any **buildings** damaged in part only shall not exceed the amount which would have been payable had such **buildings** been wholly destroyed
- (ii) If at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** by any Item subject to this Condition exceeds its **sum insured** at the commencement of any **damage** the liability of the **company** shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the whole of such **property** at that time
- (iii) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - 1. unless reinstatement commences and proceeds without unreasonable delay
  - 2. until the cost of reinstatement shall have been actually incurred
  - 3. if the **property** by any Item at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement

### (3) Index Linking

This Condition applies to all Items insured by this Section, other than any item of Rental Income.

The **sum insured** (and the **declared value** where appropriate) on any Item will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** (and **declared value**).

The index linking will continue to apply to the **sum insured** of any **property** that is the subject of a claim (at the rate of 1/365<sup>th</sup> per day), until the time of final adjustment of the loss

### (4) European Union and Public Authorities

The cover under this Section for **buildings** extends to include additional costs of rebuilding or reinstatement of lost destroyed or **damaged property** which **you** incur solely to comply with: -

- (1) European Union Legislation, or
- (2) Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority excluding: -
  - (a) any such costs where the Item is not subject to the Reinstatement Basis of Payment (Basis of Payment Condition (2))
  - (b) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - (i) in respect of **damage** occurring before this cover was granted
    - (ii) in respect of **damage** not insured by this Section
    - (iii) under which notice was served upon **you** before the date of **damage**
    - (iv) in respect of undamaged **property** or undamaged portions of **property** forming any part of the **property** sustaining **damage** except for undamaged foundations (unless foundations are specifically excluded from cover by **endorsement** to this **policy**)
- (3) the additional cost exceeding that which would have been required to make good **property** which sustained **damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye-Laws
- (4) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner in order to comply with any of the above Regulations or Bye-Laws.

Provided that:

- (a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **damage** or within such further time as the **company** may allow during the said 12 months) and may be carried out upon another site (if Regulations or Bye-Laws so require) subject to the **company's** liability not being increased by this additional cover

- (b) if apart from this additional cover the **company's** liability for **property** is reduced by the application of any terms and conditions of this **policy** then the **company's** liability in respect of any such costs will be reduced in like proportion
- (c) the total amount payable for **property** will not exceed the **sum insured** for it stated in the **schedule** applicable to this Section

## **SPECIAL CONDITIONS TO THE BUILDINGS SECTION**

### **(1) Automatic Reinstatement of Sum Insured**

In the absence of written notice by **you** or the **company** to the contrary within 30 days of the occurrence of any **damage** the **sums insured** by this Section shall not be reduced by the amount of any loss, and **you** shall pay the appropriate premium for such automatic reinstatement of cover provided that

- (a) **you** shall carry out any reasonable recommendations put forward by the **company** to prevent further loss
- (b) in respect of **damage** by theft (if insured) the automatic reinstatement shall apply on the first occasion only in each **period of insurance**

### **(2) Non-Invalidation**

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to **you** or beyond **your** control increases the risk of **damage** provided that **you**

- (a) notify the **company** immediately **you** become aware of such act omission or alteration and
- (b) pay any additional premium that the **company** may require

### **(3) Subrogation Waiver**

In the event of a claim arising under this Section the **company** agrees to waive any rights remedies or relief to which they may become entitled by subrogation against any company:-

- (a) in the relation of holding company or subsidiary to **you**
- (b) which is a subsidiary of a parent company of which **you** are yourself a subsidiary in each case within the meaning of the relevant companies' legislation current at the time of the **damage**

### **(4) 72 Hours Clause**

**Damage** caused by:

- (a) storm, tempest, flood; or
- (b) riot, civil commotion, strikes or locked out workers within the limits of one city; and

occurring in any one period of 72 consecutive hours during the **period of insurance** is deemed to be one claim. The **excess** shall apply separately to each selected period.

**You** shall select the time from which any such period shall commence provided that no 2 such selected periods overlap and that such **damage** occurred prior to expiry of the **period of insurance**.

## **IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS**

### **Capital Additions**

The cover under this Section includes

- (1) any newly erected or acquired **buildings**
- (2) alterations additions and improvements to **buildings** (but not for any appreciation in value) anywhere within the **geographical limits**

Provided that

- (a) at any one location this cover does not exceed 10% of the total of the **sums insured** on **buildings** shown in the **schedule** applicable to this Section or £100,000 whichever is less
- (b) **you** undertake to give particulars when this cover is required as soon as practicable and in any event at intervals of not more than six months and undertake to pay such additional
- (c) premium as the **company** will require for insurance dating back to the date when the **company's** liability began

### Contracting Purchasers

If at the time of loss or destruction of or **damage** to any **buildings** you have contracted to sell **your** interest in any **buildings** covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the **buildings** is not insured elsewhere against such **damage** by or on his behalf) be entitled to benefit under this Section until completion of the purchase without affecting **your** rights and liabilities under this Section or those of the **company**

### Debris Removal Costs

The insurance by each Item in the **schedule** applicable to this Section includes necessary **costs and expenses** you incur with the **company's** consent in

- (1) removing debris from
- (2) dismantling and/or demolishing
- (3) shoring up or propping

Provided that the **company's** liability for **damage** and debris removal costs will not exceed in total during any one **period of insurance** the **sum insured** stated for each Item in the **schedule** applicable to this Section

### Defective Premises Act

Insofar as this Section indemnifies **you** against liability at law for compensation arising out of the ownership of **buildings**, such indemnity shall apply to liability incurred by them by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any subsequent amendment to them, in connection with **buildings** which have been disposed of by **you**.

The **company** shall not be liable under this Extension

- (1) in respect of such **injury** or **damage** happening prior to such disposal;
- (2) for the cost of remedying any defect or alleged defect which results or, if not remedied may result in **injury** or **damage** to the **buildings** aforesaid; or
- (3) if **you** are entitled to indemnity from any other source.
- (4) for **injury** or **damage** in connection with **buildings** which were owned by **you**

### Loss of Rental Income

The **company** will indemnify **you** in the event of **damage** to the **buildings** at the **premises**, or to property in the vicinity of the **premises** that prohibits or denies access to the **premises**; in respect of: -

- (1) the loss or reduction of **rental income** that would have been received if the **damage** had not occurred; and / or
- (2) the costs of reasonable alternative accommodation for the lessee if this is necessary, provided that the liability of the **company** shall not: -
  - (a) exceed in total for any one loss, or all losses in any one **period of insurance** 20% of the **sum insured** in respect of the **buildings** at the **premises** affected by the **damage**
  - (b) include any payment in respect of loss or reduction in **rental income** or costs of alternative accommodation for a period longer than 24 months from the date of the **damage**
  - (c) the amount payable under a) and b) above combined shall not exceed the amount of **rental income** that would have been received had the **damage** not occurred.

For the purposes of this Extension,

**Rental income** shall mean:

the money paid or payable to **you** for accommodation and services provided as landlord (including service charges unless excluded by **endorsement**) at the **premises** shown on the **schedule**.

### Interested Parties

It is understood that other parties may have an interest in certain **buildings** insured by this **policy**. The nature and extent of this interest must be disclosed in the event of **damage**.

### Professional Fees

The cover under this Section for **buildings** includes necessary architects' surveyors' consulting engineers' legal and other fees **you** incur in reinstating **your buildings** following its **damage** as insured by this Section but not for preparing any claim

Provided that the **company's** liability for **damage** and professional fees will not exceed in total the **sum insured** for each Item in the **schedule** applicable to this Section

#### **Property owners' liability**

This insurance covers sums which **you** shall become legally liable to pay as compensation to any person other than an **employee** together with **costs and expenses** for accidental **injury** or **damage to buildings** solely in connection with their ownership of or responsibility for the **buildings** insured by this Section.

The **company's** liability under this Extension for all compensation payable to any one claimant or any number of claimants in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the sum of £2,000,000.

In addition, the **company** will pay **costs and expenses**.

This Extension does not apply to or include liability arising

- (1) under any contract of indemnity which imposes upon **you** a liability **you** would not otherwise have been under; or
- (2) from boilers (other than a boiler used for domestic purposes only) or pressure plant.

#### **Theft of fixed fabric of the buildings**

Cover includes **damage** by theft, or attempt thereof of the fixed fabric of the **building** covered by this Section, including fixed external CCTV and security lighting equipment, but excluding: -

- (1) **damage** of or to any **unoccupied building** unless agreed otherwise by the **company** in writing
- (2) **damage** involving the collusion of **insured** or any **employees**
- (3) the amount of the **excess** shown in the **schedule** or £500 whichever is the greater

Provided that the liability of the **company** shall not exceed £10,000 in any one period of **period of insurance**

#### **Trace and Access**

In the event of **damage** resulting from escape of water or oil as covered by this **policy**, the **company** will pay

- (1) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good and
- (2) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been **damaged** by freezing.

Provided that the **company** shall not pay more than £10,000 or 10% of the **Sum Insured** by this Section, whichever is the lesser.

(NB: This Extension will not operate in addition to the similar Extension under Section 1 of this **policy**)

## SECTION 12 – THEFT BY EMPLOYEE

This Section applies only if Limits of Indemnity are shown against this Section in the schedule

### INSURING CLAUSE

In the event of direct loss of **money** or other property belonging to or legally held by **you** by any act of fraud or dishonesty committed by any **employee** during the **period of insurance** and discovered no later than 24 months after the termination of: -

- (1) this Insurance; or
- (2) the Insurance in respect of any **employee** specified by name or position

whichever occurs first

### DEFINITIONS TO THE THEFT BY EMPLOYEE SECTION

#### References

means written or fully documented verbal references obtained directly from 1 to 5 below for the period of 2 years immediately preceding the commencement of employment of the **employee** with.

- (1) previous employers in respect of any period of employment confirming the dates and honesty of the **employee**
- (2) the accountant and one other customer in respect of any period of self-employment confirming the dates and honesty of the **employee**
- (3) the school, college or similar in respect of any period of full-time education confirming the dates and not indicating dishonesty by the **employee**
- (4) the Job Centre in respect of any period of unemployment of the **employee**
- (5) where the **employee** has been discharged from HM Forces, **you** should take a copy of the original discharge papers as evidence of the dates of service.

The maximum gap between 2 consecutive references without a further reference for the gap should be 28 days.

If **you** cannot obtain a reference for any period, **you** must obtain evidence of what the **employee** was doing, which must not indicate dishonesty (for example for overseas travel the evidence might be a copy of the passport).

#### Theft

means any act of fraud or dishonesty by an **employee** committed with the clear intent of obtaining an improper financial gain for themselves or for other person or organisation intended by the **employee** to receive such gain other than salaries fees commissions or other employee benefit earned in the normal course of employment.

### LIMITS OF INDEMNITY

The liability of the **company** will not exceed the **limit of indemnity** stated in the **policy schedule** to any one **employee** and in respect of all claims during the **period of insurance**.

### EXCLUSIONS TO THE THEFT BY EMPLOYEE SECTION

This Section does not cover

- (1) the first £500 of each and every claim unless otherwise stated in the **schedule**
- (2) loss of interest or consequential loss of any kind
- (3) any loss which proof is dependent upon an inventory or a profit and loss computation
- (4) loss caused by any person **you** hire or borrow from another employer
- (5) loss caused by the act of any **employee** prior to the commencement of cover for that **employee**
- (6) a director who controls more than 5% of the issued share capital of the **insured**

#### **SPECIAL CONDITIONS TO THE THEFT BY EMPLOYEE SECTION**

- (1) Any **money** of the **employee** held by **you** or any **money** or assets which, but for the act of fraud or dishonesty have been due to the **employee** shall be deducted from the amount of loss. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by **company** and **you** bears to the total amount of loss.
- (2) In the event of any claim **you** shall identify, by name, the **employee** who has committed the acts insured against giving rise to the loss which is the subject of such claim.
- (3) Immediately following discovery by **you** or any other person responsible for supervising **employees** of any act of fraud or dishonesty committed by an **employee**, this Insurance shall cease in respect of any further acts of fraud or dishonesty by such **employee**
- (4) **You** should retain References for all **employees** as they will need to produce them for each **employee** involved or implicated in a claim who was engaged on or after the commencement date of this Insurance.
- (5) The following standards of control and supervision regarding financial matters of **your business** are the **company's** minimum requirements and shall be operated, or brought into force by **you**, and maintained throughout the existence of this **policy**: -
  - (a) Audit: **your** accounts must be examined by external auditors every 12 months. Any recommendations made by the auditors or alternatives acceptable to them must be implemented by **you** without delay
  - (b) Cheque signing: any cheque or other bank instruments drawn for more than £5,000 shall require 2 signatories, both manually signed, after the amount payable has been inserted. At least one signatory must examine all the supporting documentation before signing. **Your** bank must be aware of this requirement.
  - (c) Payroll: For all **employees** not paid by crossed cheque or credit transfer, the amount of the total payroll shall be subject to an independent check before payment is made to verify the amount being drawn at least once per quarter and independently of persons responsible, the payroll must be checked to ensure correct and no sign of inflated payments or fictitious names.
  - (d) Stocktaking: there must an annual physical check on all **stock** and materials held against verified records of Stock held, independently of **employees** responsible for **stock**
  - (e) Computer security: security controls and checks over computer functions, must be integral to the system, with reconciliations made as necessary. Responsibilities for processing of transactions, authorisation of transactions and handling of output shall be exercised by different **employees**.

#### **IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS**

##### **Auditors fees**

The **company** will indemnify **you** against the cost of auditors' fees incurred with the **company's** written consent solely to substantiate a claim under this Section, provided that the indemnity so provided shall not increase the **limit of indemnity** provided



## SECTION 13 – PERSONAL ACCIDENT

This Section applies only if Amounts of Benefit are shown against this Section in the schedule

### INSURING CLAUSE

In the event of an **insured person** suffering **bodily injury** during the **period of insurance**, whilst anywhere in the world in connection with the **business**, the **company** will pay the appropriate Benefit from the Benefits Table below, multiplied by the number of “Units Per Person” insured, as stated in the **policy schedule**.

### DEFINITIONS TO THE PERSONAL ACCIDENT SECTION

#### Bodily Injury

Means injury caused by

- (1) Accidental, violent, external and visible means; or
- (2) exposure to the elements following a misfortune to any aircraft, vessel, in which an **insured person** is travelling, excluding any illness or disease.

#### Medical Expenses

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

#### Permanent Disablement

means

- (1) total loss of use or physical severance of a limb at or above the wrist or ankle
- (2) loss of an eye or total and irrecoverable loss of sight in one or both eyes or loss of speech or hearing
- (3) permanent and total disablement from engaging in or giving attention to a profession business or occupation of any kind

#### Temporary Total Disablement

means disablement other than **permanent disablement** preventing the **insured person** from engaging in or giving attention to their usual business profession or occupation

#### Benefits

Bodily Injury causing	One unit of Benefit
1. death	£5,000
2. total and irrecoverable loss of all sight in one or both eyes rendering the <b>insured person</b> absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	£5,000
3. total loss by physical severance or complete and irrecoverable loss of use of either one or both hands or one or both feet	£5,000
4. <b>permanent total disablement</b> (other than as provided by benefits 2) and 3) entirely preventing the <b>insured person</b> from engaging in or giving attention to their usual occupation	£5,000
5. <b>temporary total disablement</b> entirely preventing the <b>insured person</b> from engaging in or giving attention to their usual occupation.	£100 per week
6. Reimbursement of <b>medical expenses</b> necessarily incurred in the treatment of the <b>insured person</b>	15% of Item 5

## EXCLUSIONS TO THE PERSONAL ACCIDENT SECTION

This Section does not cover

- (1) the first 14 days of disablement
- (2) the first 28 days of disablement resulting from playing any type of football rugby or field hockey.
- (3) **bodily injury** resulting from an **insured person** taking part in or practicing for
  - (a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling;
  - (b) flying and aerial activities of any kind other than as a fare paying passenger (not carrying out any duties in connection with the flight) in a properly certified or licensed aircraft constructed to carry passengers;
  - (c) mountaineering or rock-climbing which would normally necessitate the use of ropes or guides; or
  - (d) racing of any kind other than on foot or swimming.
- (4) **bodily injury** resulting from the use by an **insured person** of
  - (a) a motorcycle (as driver or passenger); or
  - (b) fixed power-driven woodworking machinery.
- (5) **bodily injury** arising from
  - (a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **company**; or
  - (b) pregnancy or childbirth.
- (6) **bodily injury** sustained while under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified and registered medical practitioner, but not for the treatment of drug addiction.
- (7) an **insured person** committing or attempting to commit suicide.
- (8) self-inflicted **bodily injury**.
- (9) wilful exposure to danger except in an attempt to save human life.
- (10) **bodily injury** sustained by any **insured person** under 16 or over 65 years of age at the commencement of the **period of insurance**.
- (11) **bodily injury** resulting solely in the inability to take part in sports or pastimes.
- (12) **bodily injury** resulting from an **insured person's** own criminal act or taking part in civil commotion.
- (13) **bodily injury** resulting from use of nuclear, chemical or biological weapons of mass destruction, howsoever these may be distributed or combined.

Use of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Use of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Use of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and chemically synthesised toxins (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## SPECIAL CONDITIONS TO THE PERSONAL ACCIDENT SECTION

- (1) Claims shall not be payable under more than one of benefits 1 to 5 in respect of the same **bodily injury** or the same period of disablement, except that payment may be made under benefit 5 for any period prior to being made under benefits 1, 2, 3 or 4, provided that the amount already paid under benefit 5 shall be deducted from the payment due under benefits 1, 2, 3 or 4.  
After a claim has been paid under one of benefits 1, 2, 3 or 4, no further liability shall attach to **company** in respect of the **insured person**.
- (2) Benefit 4 shall be payable only on certification by a medical referee of **permanent total disablement** and not before the expiry of 104 consecutive weeks **temporary total disablement**
- (3) The maximum weekly amount payable under Benefit 5 shall not exceed 75% of the Gross Weekly Wage.
- (4) The maximum amount payable under Benefit 6 Medical Expenses shall not exceed 15% or £5,000 whichever is the less.
- (5) Benefit 5 shall be payable up to but not exceeding in all 104 weeks in respect of any period of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or, at **your** request, at periodic intervals of not less than 4 weeks.
- (6) Benefit 6 shall be payable up to but not exceeding in all 52 weeks in respect of any period of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or, at **your** request, at periodic intervals of not less than 4 weeks.
- (7) The **insured person** shall take all practical steps to minimise any **bodily injury**.
- (8)
  - (a) The **insured person** shall, as often as required and at **company's** expense, submit to examination by a medical practitioner of **company's** choice.
  - (b) the **company** shall be entitled to a post mortem examination at **company's** own expense in the event of the death of an **insured person**.
- (9) **You** must inform the **company** in writing as soon as possible
  - (a) of any change in an **insured person's** occupation, habits, leisure pursuits or bodily powers; or
  - (b) after receipt of a renewal invitation of any **bodily injury** or change in state of health not already notified to **company** suffered since the previous renewal date.
- (10) This Section is not assignable and **your** receipt or **your** legal representatives' receipt shall be a valid discharge of **company's** liability.
- (11) **You** must inform the **company** in writing as soon as possible if other insurance (other than temporary travel) against **bodily injury** is affected on behalf of an **insured person**.
- (12) The maximum liability of the **company** arising out **bodily injury** to more than one **insured person** shall not exceed
  - (a) £250,000 in respect of any single incident; nor
  - (b) £1,000,000 in respect of all claims in any one **period of insurance**.

## SECTION 14 – HOME CONTENTS

This Section applies only if Sums Insured are shown against this Section in the schedule

### INSURING CLAUSE

If any **property** suffers accidental **damage** during the **period of insurance** by a cause that is not excluded under Section 1 of this **policy**, and occurring: -

- (1) at **your premises** in respect of **home contents**; or
- (2) whilst anywhere in the **geographical limits** in respect of **personal possessions** and **valuables**

the **company** will pay to **you** an amount calculated in accordance with the Basis of Payment, or at their option will reinstate or replace the **property** or any part of it which is lost destroyed or **damaged**.

Provided that the **company's** liability under this Section does not exceed: -

- (1) the **sum insured** for each Item,
- (2) for any one claim for **valuables**, where not specifically itemised, more than one third of the **home contents sum insured** nor more than £500 any one item, pair or set
- (3) the total **sum insured** of all Items

stated in the **schedule** applicable to this Section

### DEFINITIONS TO THE HOME CONTENTS SECTION

#### Property

means Items of property described in the **schedule** applicable to this Section

### PROPERTY DEFINITIONS

#### Family

means **you**, **your** domestic partner, and any relative who permanently resides with **you**.

#### Home Contents

means household goods and personal property in the parts of the **buildings** at the **premises** occupied by the **family** for residential purposes.

#### Personal Possessions

means personal property which belongs to **you** or which **you** have legal responsibility for, which is normally worn or carried on or about the person, including clothing, mobile phones or tablets, luggage bags, binoculars and photographic, sports, musical equipment and pedal cycles. It does not include **valuables** or **money**.

#### Sports Equipment

means those articles which are usually worn, carried or held in the course of participating in a recognised sport.

#### Valuables

means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals and **money** belonging to the **family** but not held for the purposes of the **business**.

### EXCLUSIONS TO THE HOME CONTENTS SECTION

In addition to the Exclusions detailed in Section 1 of this **policy** the **company** shall not be liable for:

- (1) **damage** to: -
  - (a) **sports equipment** in the course of play or use
  - (b) toys or **sports equipment** for mountaineering, potholing, underwater sports, skiing, windsurfing and snow or skateboarding
  - (c) microphones, amplifiers, speakers or similar ancillary items of electrical equipment

- (d) mobile telephones
- (e) pedal cycles whilst being used for racing, pace making or trials riding.
- (2) **damage** caused by theft, or attempted theft to: -
  - (a) **property** from an unattended motor vehicle unless the **property** is in a locked glovebox or luggage compartment
  - (b) pedal cycle tyres, lamps or other accessories unless the pedal cycle is stolen at the same time
- (3) an **excess** of £100 in respect of each claim

## EXTENSIONS TO THE HOME CONTENTS SECTION

### Domestic Staff

The **company** will at **your** request indemnify **your** resident domestic **employees** for **damage** to personal **property** belonging to them, arising from a cause not otherwise excluded by this Section whilst in the **premises**, or whilst temporarily removed with the **employee** whilst accompanying **you** or a member of **your family**; subject to a maximum limit of £1,000 any one loss.

### Fatal Injury

The **company** will pay £5,000 in the event of **your** death, or that of **your** domestic partner as a direct result of **injury** in the home caused by an incident covered by this Section and where the death occurs within 3 months of the occurrence of the incident;

Provided that: -

- (1) this extension is subject to a limit of £5,000 in total;
- (2) this extension will not operate in addition to any claim being made for death under the Personal Injury cover under Section 3 - Money Assault or Section 13 - Personal Accident.

### Household Removal

The **company** will also indemnify **you**, subject to the exclusions and limitations of this Section for **damage** to **home contents** whilst in transit (or overnight storage whilst in course of transit) by a professional removal contractor by road or rail including loading and unloading during a change of **your** permanent domestic address within the **geographical limits**

### Personal Liability

The **company** will also indemnify **you** for any amount that **you** become legally liable to pay as compensation including **costs and expenses** occurring in respect of accidental:-

- (1) death, bodily injury or illness of any person other than **you** or **your employee**
- (2) **damage** to property not belonging to or in the custody or in **your** control or in the control of **your domestic employees** and arising from:-
  - (a) the occupation of the **premises** (but not its ownership);
  - (b) **your** private pursuits;
  - (c) the employment by **you** of **domestic employees**

**We** will not pay more than £2,000,000 (including **costs and expenses** agreed by **us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

Provided that **we** shall not be liable under this Extension for **injury** or **damage**:-

- (1) arising from:-
  - (a) any business, trade or profession;
  - (b) the transmission of any communicable disease or virus;
  - (c) the ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes), but **we** will cover liability arising from the ownership possession or use of lawn mowers, garden implements, wheelchairs and models;
  - (d) the ownership, possession or use of watercraft (which includes sailboards and windsurfers), aircraft, caravans and trailers but **we** will cover liability arising from the ownership, possession or use of models toys, any hand or foot propelled watercraft under 5 meters in length and surfboards;

- (e) the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable).
- (2) for any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man;
- (3) any deliberate, willful or malicious act, including but not limited to assault and alleged assault

#### **Personal Possessions**

The **company** will indemnify **you** in respect of **damage** to **personal possessions**, whilst anywhere in the world beyond the **geographical limits** and in the course of temporary **business** or personal travel for up to 60 days duration in the aggregate in any one **period of insurance**.

#### **Property in the Garden**

The **company** will also indemnify **you** for **damage** by to **home contents** and **personal possessions** in the garden at the **premises** up to £250 in respect of any one occurrence but excluding: -

- (1) **money** and **valuables**
- (2) electrical equipment other than portable radios and gardening implements
- (3) **damage** by malicious persons or vandals

For the purposes of this extension only, Exclusion (10) and Exclusion (17) (d) to Section 1 do not apply.

#### **Refrigerators and Freezers**

The **company** will indemnify **you** against **damage** to food intended for consumption by the **family** whilst contained in domestic freezers or refrigerators by deterioration or putrefaction resulting from:

- (1) breakdown or failure of the freezer or refrigerator due to its own inherent defect
- (2) accidental failure of public authorities supply
- (3) escaping refrigerant or refrigerant fumes due to any accidental cause

Provided that the liability of the **company** shall not exceed £1,000 under this extension.



## SECTION 15 – ALL RISKS ON SPECIFIED ITEMS

This Section applies only if Sums Insured are shown against this Section in the schedule

### INSURING CLAUSE

If any **specified item** is lost destroyed or **damaged** by any accidental cause not hereinafter excluded

- (1) during the **period of insurance**
- (2) at the **premises** or within the **geographical limits** stated in the **schedule** applicable to this Section

the **company** will indemnify **you** for such **damage** by payment reinstatement replacement or repair at their option

### DEFINITION TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

#### Specified Item

means the property described and for which a **sum insured** is stated in the **schedule** applicable to this Section

### LIMIT OF LIABILITY

The **company's** liability under this Section will not exceed

- (1) the **sum insured** for each Item
- (2) in total, the total **sum insured** of all items

stated in the **schedule** applicable to this Section

### EXCLUSIONS TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

This Section does not cover

- (1) an **excess** of £250 unless otherwise stated in the **schedule** applicable to this Section
- (2) **damage** to
  - (a) **valuables** coins manuscripts rare books plans patterns models moulds designs or documents of title
  - (b) tobacco goods wines spirits or livestock
  - (c) money or securities for **money** gaming machines juke boxes vending or beverage machines
  - (d) production machinery requiring statutory inspection
  - (e) stock
  - (f) mainframe computers or data processing equipment
  - (g) **glass**

unless described as a **specified item** in the **schedule** applicable to this Section

- (3) **damage** caused by
  - (a) mechanical or electrical breakdown or derangement or its own overrunning short circuiting or self-heating
  - (b) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness marring scratching vermin or insects
  - (c) depreciation
  - (d) change in temperature colour flavour texture or finish
  - (e) any process of cleaning dyeing repairing restoring alteration or adjusting
  - (f) atmospheric or climatic conditions or action of light
  - (g) inherent vice latent defect gradual deterioration wear and tear frost its own faulty or defective design workmanship or materials
- (4) any unexplained loss shortage or disappearance

- (5) **damage** resulting from theft or attempted theft contained in any unattended vehicle unless
  - (a) the item is stored in a locked boot and all vehicle doors, windows and access points are closed and locked and any security devices are set to operate and all keys to the doors and ignition removed to a place of safety.
  - (b) during the hours of 9.00pm to 6.00am the vehicle is in a securely locked building or guarded security park and all vehicle doors, windows and access points are locked and all keys to the doors and ignition removed to a place of safety.
- (6) **Property** carried on the outside of the vehicle or in any open sided vehicle by theft, storm or flood.
- (7) any property which at the time of **damage** is insured by a more specific insurance.
- (8) Depreciation, contamination or consequential loss of any description.
- (9) Financial loss caused by the loss of use or malfunction of the **property**.

#### **SPECIAL CONDITIONS TO THE ALL RISKS ON SPECIFIED ITEMS SECTION**

##### **(1) Reinstatement Basis of Payment**

In the event of **damage** to any **specified item** the basis upon which the amount payable under each of the said Items is to be calculated shall be the reinstatement of the property subject to **damage**

For the purpose of this Section reinstatement shall mean

- (a) where the property is lost or destroyed its replacement by similar property to a condition equivalent to but not better or more extensive than its condition when new
- (b) where property is **damaged** the repair of the damage and the restoration of that portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) when any property is **damaged** or destroyed in part only the liability of the **company** shall be limited to the sum representing the cost which the **company** could have been called upon to pay for reinstatement if such property had been wholly destroyed
- (ii) if the cost of reinstating the whole of the property covered by an Item to which this Condition applies exceeds its **sum insured** at the commencement of **damage** the amount payable by the **company** will not exceed that proportion of the amount of such **damage** which the said **sum insured** compares to the total cost of reinstating the whole of such property at that time

##### **(2) Index Linking**

This Condition only applies when Index Linking is stated against any Item in the **schedule** applicable to this Section

The **sum insured** on any **specified item** will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** where applicable.

The index linking will continue to apply to the **sum insured** of any **property** that is the subject of a claim (at the rate of 1/365th per day), until the time of final adjustment of the loss

## CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES

### CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

#### (A) Your responsibilities

- (1) notify the **company** or **your** insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
  - (a) 7 days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
  - (b) 30 days of **damage** by any other cause or **injury** insured by this **policy**
  - (c) forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process
- (2) inform the police as soon possible in respect of any loss, destruction or damage arising from theft, malicious damage or other crime affecting **your business**.  
(<https://www.police.uk/information-and-advice/reporting-crime> )
- (3) send to the **company** at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **company** and send also details of any other insurance covering the loss destruction **damage injury** or liability for which they are claiming indemnity under this **policy**.
- (4) take all reasonable steps to diminish or avoid the **damage** and to minimise any interruption of or interference with the **business**, or risk of **injury**
- (5) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **company's** written consent
- (6) must retain ownership of their property at all times, and not abandon any property to the **company**. The **company** will not take ownership, possession or accept liability for any of the **insured's** property unless agreed in writing first.

The **company** shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the **company**.

#### (B) The company's rights

- (1) If any event happens which may give rise to a claim under this **policy** the **company** will be entitled to:
  - (a) enter the building where **damage** has occurred and to take and keep possession of **damaged property** herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no **property** may be abandoned to the **company**;
  - (b) exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **policy** by any other party
  - (c) prosecute in **your** name or the name of any other person covered by this **policy**, but for the **company's** benefit, any claim for damages or indemnity
- (2) In the event of any claim under this **policy**, **you** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**
- (3) **You** will provide all help and assistance and co-operation required by the **company** in connection with any claim.

- (4) The **company** may at any time pay to **you** in connection with any claim, or series of claims, the amount of the **indemnity** or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**
- The **company** will not make any further payment in respect of such claim, or claims, except for **costs and expenses** which they have already agreed to bear and which were incurred prior to such payment

#### Procedure for notifying claims

##### (A) applicable to all Sections other than Legal Expenses claims under Section 8

In the event of an incident which may give rise to a claim, **you** must notify the **company**, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify **us**, please contact **our** Claims Department, quoting **your policy** number, via:

Write to us at: **Doulton Underwriting Agents Ltd,  
16 Sherwood Way, West Wickham, Kent, BR4 9PD**

Or telephone: **020 8777 2626**

Or via e-mail at: **claims@doultonunderwriting.com**

##### (B) applicable to any Legal Expenses claims under Section 8

All claims are handled on the **company's** behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted in writing at the address shown below. Reference to the **company** in this Section in relation to the control and handling of any claim the **insured** make may refer to either the **company** or MSL Legal Expenses Limited acting on **company's** behalf.

**MSL Legal Expenses Ltd 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW**  
(please quote **your policy** number).

**NB:** Please note that in respect of Cover (1) for Employment Disputes, **you** must contact the Legal Advice Service, and to follow all the advice provided by them, prior to taking any steps of instituting any disciplinary action, redundancy process or making a material change to an **employee's** contract of employment

Legal advice service **MSL Legal Expenses Ltd** - Telephone: **0161 495 4493**  
Quoting reference: **China Taiping**

## PRIVACY AND YOUR PERSONAL INFORMATION

### Privacy Notice – Doulton Underwriting Agents Ltd (The Underwriting Agent)

(How information about you will be used)

#### What Information we collect about you:

When you contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. We collect this information during our meetings and /or telephone conversations with you and through the completion of proposal forms and fact finds.

#### How your information will be used:

The information we collect will be passed to insurers to enable them to calculate a competitive insurance quotation to meet your requirements. In order to obtain the most competitive cover it may be necessary to pass your information to other insurance intermediaries who are authorised and regulated by the Financial Conduct Authority.

Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

Should you wish to pay your premium by instalments we may pass your information to a premium finance provider however, this will not be done without discussing payment options with you first.

We may share your information with and obtain information about you from credit reference agencies. If you require information about the credit reference agency we have received information from please do not hesitate to contact us. Please note that any searches undertaken prior to you proceeding with your application will be soft searches and will not affect your credit rating.

We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

#### Your rights of access to your data:

You have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

You also have a right to “be forgotten”, this means you can ask for the information which we hold about you to be deleted from our records but this will mean that we will be unable to continue to handle your insurance arrangements.

Your insurance carrier, China Taiping Insurance (UK) Co Ltd, 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, they 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 their Data Protection Officers. ([dataprotectionofficer@uk.cntaiping.com](mailto:dataprotectionofficer@uk.cntaiping.com))

Full details of the China Taiping Insurance (UK) Co Ltd Privacy Policy is available on their website – <https://uk.cntaiping.com/uk-privacy>