

Commercial Combined  
All Risks Policy

# Contents

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Schedule	See attached
<b>Your contract of insurance</b>	<b>3</b>
<b>Your Duties</b>	<b>6</b>
<b>Making a Claim</b>	<b>9</b>
<b>General Definitions</b>	<b>12</b>
<b>Section 1 - Property Damage</b>	<b>15</b>
<b>Section 2 – Business Interruption</b>	<b>25</b>
<b>Section 3 - Employers’ Liability</b>	<b>36</b>
<b>Section 4 - Public Liability</b>	<b>42</b>
<b>Section 5 - Products Liability</b>	<b>49</b>
<b>Section 6 - Money and Assault</b>	<b>53</b>
<b>Section 7 - Goods in Transit</b>	<b>58</b>
<b>Section 8 - Deterioration of Stock</b>	<b>61</b>
<b>Section 9 - Loss of Licence</b>	<b>63</b>
<b>General Exclusions - applicable to all coverage sections</b>	<b>66</b>
<b>General Conditions - applicable to all coverage sections</b>	<b>70</b>
<b>Policy Cancellation</b>	<b>76</b>
<b>Insurer details</b>	<b>78</b>
<b>How to Complain</b>	<b>79</b>

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## Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**.
- All titles, headings and “Helpful Information” (highlighted in coloured boxes) in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement acts, statutory orders and regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neuter.

## Your contract of insurance

### Policy Content

This **Policy** provides an extensive range of potential cover arranged in **Sections**. It is designed to allow **You** and/or **Your** insurance adviser to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around.

**Your Policy** is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

This **Policy** is a legal contract between **You** and **Us**. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise this **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

**We** (the **Insurer**) have given written delegated authority to our **Binding Underwriter** to underwrite on **Our** behalf. Details of the **Insurer(s)**, **Binding Underwriter** and Unique Market Reference number are as stated in the **Schedule**.

It is important that **You**:

- read and review any information **You** or **Your** insurance adviser provide to **Us**, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, **Sums Insured** and **Limits of Indemnity** are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return for correction to, if applicable **Your** insurance adviser or to **Our Binding Underwriter**.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it.

### The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent claims.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

## Cancellation

The circumstance in which this **Policy** can be cancelled are set out under the heading Policy Cancellation (see the contents table).

## Enquiries

If **You** have any questions or enquiries or do not understand anything in relation to this **Policy**, please contact, if applicable, **Your** insurance adviser or **Our Binding Underwriter**.

## Complaints

**We** are committed to providing a high quality service to **You**. If there is an occasion when **Our** service does not meet **Your** expectations please contact **Our Binding Underwriter**. Should **You** wish to complain please refer to the How to Complain procedure at the end this **Policy**.

## Your Personal Information Notice

### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address, contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit. It may also prevent **Us** from providing cover for **You** or handling **Your** claims.

For the purpose of providing insurance and handling claims or complaints **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **You** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

### If you provide other people's details to us

Where **You** provide **Us** or **Your** insurance adviser with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

**If you would like more information**

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website ([www.ascotgroup.com/lloyds/privacy-policy](http://www.ascotgroup.com/lloyds/privacy-policy)) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

**Contacting us and your rights**

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance adviser who provided **You** with **Your** insurance in the first instance, or directly with **Us** by contacting:

The Data Protection Officer  
Ascot Underwriting Limited  
20 Fenchurch Street  
London EC3M 3BY

+44 20 7743 9600

[DPO@ascot.com](mailto:DPO@ascot.com)

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## Your Duties

**You** must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part.

### Your Duty of Fair Presentation

**We** have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**);
- the information **You** provide, including **Your** answers to any Statement of Fact and all other information **You** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

### Helpful Information

#### Material Information

**You** must search for all material information and disclose it to **Us** without misrepresentation. Material information is anything which might reasonably influence **Our** decision to offer **You** insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning **You** or **Your Business**, any particular concerns **You** may have which have led **You** to seek or increase **Your** insurance cover and any other facts relevant to the risk taken by **Us**. **You** should assume that all information specifically sought by **Us** is material, whether in a Statement of Fact or otherwise.

**Your** duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty **We** would not have entered this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid;
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
  - A. **We** would not have entered this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid;
  - B. **We** would only have entered this **Policy** on different terms, **We** will be entitled to:
    - i. treat this **Policy** as if it had been entered into on those different terms;
    - ii. reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We**, **Our Binding Underwriter** and/or **Your** insurance adviser will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

## Notifying any changes during the policy period

**Your** failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information you declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Our Binding Underwriter** as soon as reasonably practicable.

**We** will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.

## Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions (which appear after the **Sections** and General Exclusions) include duties which apply to more than one **Section**. The Making a Claim Section includes duties relating to the claim process.

### Conditions Precedent to our Liability

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to our liability.

Any conditions precedent to our liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

### Non-payment of premium

In the event that **You** do not pay the promised premium to **Your** insurance adviser or **Us** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

If **Your Policy** is cancelled, **We** or **Our Binding Underwriter** will send **You** a letter of cancellation to **Your** last known address.

**Compliance with Terms and Conditions**

**You** must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach.

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## Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

### Our Claims Commitment to You

**We** aim to provide **You** with an efficient and easy to use claims service. To do this **We** may use specially selected companies to deal with **Your** claim on **Our** behalf.

**We** will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

### Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above **We**:

- A. shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- B. need not return any premium paid.

### Claim Conditions

#### Conduct and Control of Claims

**You** must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);

4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent;
6. not waive any subrogation rights against a third party without **Our** prior written consent;
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested by **Us**;
9. execute all such assignments and rights to any property for which a claim has been paid under this **Policy** as may be required by **Us**;
10. not abandon property except as authorised or required by **Us**;
11. in the event of property damage **You** shall allow any person authorised by **Us** to:
  - A. enter or take possession of the **Building** or **Premises** where the loss occurred;
  - B. take possession of, or require to be delivered to **Us** damaged property for all purposes including salvage.

#### **Defence and Discharge of Claim**

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

#### **Arbitration**

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this can be referred to an arbitrator who will be appointed by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute prior to the arbitrator having reached a decision.

#### **Subrogation**

**We** are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person;

and **You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

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## How to Report a Claim

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser or **Our Binding Underwriter** to do this on **Your** behalf.

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

Claims Telephone: +44 (0) 1732 520273

Out of office Telephone: +44 (0) 1732 520270

Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

### **What to do in the event of a claim**

**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

**You** should not admit liability even if asked to do so by a third party.

**You** shall give **Us** or **Our** representative all necessary assistance.

All claims involving malicious damage and/or theft must be reported to the Police as soon as reasonably practicable and **You** should request a crime reference number.

Complete and return any claim form sent to **You**, as soon as possible.

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## General Definitions

The following definitions apply to this **Policy** and shall keep the same meaning wherever they appear unless amended by a **Section** Definition. In the case of any conflict between the General Definitions and a **Section** Definition, the Definition in that **Section** shall prevail.

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<b>Aggregate</b>	Is the total amount <b>We</b> shall pay in any one <b>Period of Insurance</b> for any and all claims.
<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.
<b>Authority</b>	Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local authority, or European Union Directive, within the <b>Territorial Limits</b> .
<b>Binding Underwriter</b>	As stated in the <b>Schedule</b> .
<b>Bodily Injury</b>	Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).
<b>Buildings</b>	<p>The building(s) situated at the <b>Premises</b> as stated in the <b>Schedule</b> shall include;</p> <ol style="list-style-type: none"><li>1. fixtures and fittings and landlords' fixtures and fittings;</li><li>2. outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences and lamp posts;</li><li>3. walls, gates and fences at the <b>Premises</b>;</li><li>4. drains, sewers, piping, ducting, cables, wires, service pipes and conduits extending to the public mains;</li><li>5. yards, car parks, roads, footpaths and forecourts, all constructed of solid materials;</li><li>6. all fixed glass including in windows doors and fanlights;</li><li>7. signs and fascias;</li><li>8. fixed sanitary ware.</li></ol> <p>All belonging to the <b>Insured</b> or for which the <b>Insured</b> is legally responsible.</p>
<b>Business</b>	<p>As described in the <b>Schedule</b> conducted within the <b>Territorial Limits</b> including:</p> <ol style="list-style-type: none"><li>1. the ownership maintenance and repair of <b>Premises</b> owned or occupied by <b>You</b>;</li><li>2. <b>Your</b> provision and management of canteen sports social or welfare organisations for the benefit of <b>Employees</b> and ambulance first aid fire medical and security services;</li><li>3. <b>Your</b> participation in exhibitions;</li><li>4. the execution of private duties undertaken with <b>Your</b> prior written consent by <b>Employees</b> for any <b>Business Partner</b>, or director of <b>Yours</b>.</li></ol>
<b>Business Hours</b>	<b>Your</b> usual office or trading hours and the working hours (including overtime) during which <b>You</b> , a director, <b>Business Partner</b> or <b>Employee</b> are on the <b>Premises</b> for the purpose of the <b>Business</b> .
<b>Business Partner</b>	Any person in business with <b>You</b> under the terms of a partnership agreement whether express or implied or under legislation.

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<b>Consequential Loss</b>	Includes but is not limited to loss of profits and revenue, increased expenditure, loss of market, loss of use, wasted management time, loss of anticipated savings, business data, goodwill, opportunity, depreciation, monetary devaluation, incidental loss, loss caused by delay and indirect loss, including in each case pure economic loss.
<b>Damage</b>	Physical loss, destruction or damage to tangible property.
<b>Employee</b>	<ol style="list-style-type: none"><li>1. Person under a contract of service or apprenticeship with <b>You</b>; and</li><li>2. Upon the written confirmation of the first named party stated in the <b>Schedule</b> any person whilst working for <b>You</b> in connection with <b>Your Business</b> who is a:<ol style="list-style-type: none"><li>A. person who is hired to or borrowed by <b>You</b>;</li><li>B. person engaged by <b>You</b> in connection with work experience or training scheme;</li><li>C. labour master or person supplied by him under <b>Your</b> control or supervision;</li><li>D. self-employed person working on a labour only basis under <b>Your</b> control or supervision;</li><li>E. voluntary helper;</li><li>F. person working under a community service order made pursuant to criminal justice legislation.</li></ol></li></ol>
<b>Endorsement</b>	A written attachment forming part of this <b>Policy</b> noting any modifications or amendments in this <b>Policy</b> .
<b>Excess</b>	The first amount as stated in this <b>Policy</b> or <b>Schedule</b> payable by <b>You</b> in relation to each and every claim under this <b>Policy</b> and if applicable will be payable after the application of the underinsurance condition.
<b>Limit of Indemnity</b>	The maximum amount <b>We</b> will pay as stated in the <b>Schedule</b> .
<b>North America</b>	Means the United States of America or Canada or their territories, possessions or protectorates.
<b>Notifiable Asbestos</b>	Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.
<b>Offshore</b>	From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to offshore installations until the time of final disembarkation from a vessel or aircraft from such offshore installations onto land.
<b>Period of Insurance</b>	The period shown as stated in the <b>Schedule</b> both days inclusive.
<b>Personal Possessions</b>	Personal possessions including clothing but not whilst being worn, excluding audio, visual and telecommunications equipment, money, watches and jewellery.
<b>Policy</b>	The contract of insurance comprises of, the <b>Schedule</b> , terms, exclusions, conditions, applicable active policy <b>Sections</b> together with <b>Endorsements</b> .

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<b>Premises</b>	The <b>Buildings</b> and the land inside the boundaries at the risk address(es) stated in the <b>Schedule</b> used for the <b>Business</b> .
<b>Products</b>	Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on <b>Your</b> behalf, in connection with the <b>Business</b> and no longer in <b>Your</b> charge or control.
<b>Schedule</b>	Attaching to this <b>Policy</b> which incorporates <b>Your</b> details and the scope of coverage provided by this <b>Policy</b> .
<b>Section</b>	That part of this <b>Policy</b> which states the detail of the coverage provided and shown as operative in the <b>Schedule</b> .
<b>Sum Insured</b>	The maximum amount as stated in the <b>Schedule</b> unless otherwise stated in any applicable <b>Section</b> .
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
<b>Unoccupied / Unoccupancy</b>	When the <b>Premises</b> are closed for <b>Business</b> and <b>Unattended</b> for a period in excess of thirty (30) consecutive days.
<b>Unattended</b>	After <b>You</b> or <b>Your Business Partners</b> , directors, <b>Employees</b> or any persons authorised by <b>You</b> have left the <b>Premises</b> .
<b>We/Us/Our/Insurer</b>	As stated and detailed as the Subscribing Insurers at the end of this <b>Policy</b> .
<b>You/Your/Yourself/ Insured</b>	The person, company or any other legal entity stated in the <b>Schedule</b> together with any other additional parties named and agreed by <b>Us</b> . In the event of the death of any person, their personal representatives, but only in respect of legal liability incurred in connection with the <b>Business</b> .

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## Section 1 - Property Damage

### Insuring Clause

In the event of accidental **Damage** occurring during the **Period of Insurance** to any property insured at the **Premises** stated in the **Schedule** within the **Territorial Limits** arising from any cause not otherwise excluded **We** will pay **You** the value of such property or the amount of the **Damage** at the time of loss or, at **Our** option, repair, replace or reinstate, in accordance with the provisions of this **Section**.

**Our** liability in any one **Period of Insurance** shall not exceed:

1. the **Sum Insured**; or
2. the **Sum Insured** for any one item; or
3. any other specified limit;

as stated in this **Policy** or **Schedule**.

For the purposes of this **Section**, all storm or flood **Damage** losses or occurrences happening within seventy two (72) consecutive hours of a storm or flood commencing will be deemed to be a single claim.

The maximum **We** will pay in any **Period of Insurance** for:

- documents, manuscripts, business books, computer records, patterns, models, moulds, plans and designs is five thousand pounds (GBP5,000) in total;
- directors', **Employees**', visitors' and customers' **Personal Possessions**, pedal cycles, ls, instruments for which **You** are responsible is one thousand pounds (GBP1,000) in total, subject to a maximum of two hundred and fifty pounds (GBP250) any one item;
- rare books or works of art is one thousand pounds (GBP1,000) in total, subject to a maximum of one hundred pounds (GBP100) any one item.

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 1** Definition, the Definitions in **Section 1** shall prevail.

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#### Contents

Contents within the **Buildings** when not insured separately as a specified item in the **Schedule** shall include the following property owned by **You** or for which **You** are contractually responsible for:

1. fixtures and fittings;
2. machinery and plant;
3. computers and office equipment;
4. all fixed glass including in windows doors and fanlights;
5. signs and fascias;
6. glass showcases shelves tops and mirrors.

#### Rent

The money paid or payable by **You** in respect of accommodation and services, provided at the **Premises**.

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<b>Stock</b>	Stock and materials in trade including finished goods and work in progress, the property of the <b>Insured</b> and goods in trust for which the <b>Insured</b> is responsible.
<b>Theft</b>	Theft of material property following violent and forcible entry to or exit from any <b>Building</b> at the <b>Premises</b> and theft involving violence or threat of violence to <b>You</b> or <b>Your Business Partners</b> , directors or <b>Employees</b> .

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### Basis of Settlement

In respect of:

#### 1 Buildings

**We** shall pay where the property is:

- A. damaged - the cost of repairing or restoring the damaged portions which includes the replacement with more suitable modern materials;
- B. destroyed - the cost of replacement by similar property or in the manner suitable to **Your** requirements upon another site;

to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

#### 2 Contents

**We** shall pay where the property is:

- A. damaged - the cost of repairing or restoring the damaged items;
- B. lost or destroyed - the cost of replacement by similar property;

to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

#### 3 Stock

**We** shall at **Our** option repair, replace or pay the value to **You** of the property at the time of its **Damage**.

#### 4 Documents, records and other materials

In respect of **Damage** to documents, manuscripts, business books, computer records, patterns, models, moulds, plans and designs **We** shall pay:

- A. the physical value of the materials;
- B. the cost of labour and computer time spent in reproducing them.

#### 5 Obsolete Equipment and property

In the event that new property of like kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has been lost or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment except that **Our** liability shall not exceed the **Sum Insured** as stated in the **Schedule**.

## 6 Determination of insured items

For the purpose of determining where necessary the item or column heading under which any property is insured in the **Schedule**, **We** agree to accept the designation under which such property has been entered in **Your** books of accounts.

### When reinstatement is the basis of settlement

When we opt to reinstate any property insured by this **Section**, other than **Stock**, which is subject to **Damage**, the basis upon which the amount payable under such items is a reinstatement basis, which will be determined by **Us** on the basis of settlement set out below.

1. No payment shall be made:
  - A. unless the cost of reinstatement has been incurred or the work of reinstatement has commenced and carried out with reasonable despatch;
  - B. unless any other insurance covering the **Insured's** interest in the property at the time of **Damage** is on the same basis of reinstatement as this **Policy**,  
and if no such payment is made, then **Our** rights and liabilities and the **Insured** shall be those which would have applied had this clause not been operative.
2. Reinstatement may be carried out at another site and in any manner suitable to the **Insured**, subject to **Our** liability not being increased as a result.
3. In the event of partial **Damage**, **Our** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.

For the purpose of the cover provided by this **Section** "reinstatement" means

1. the rebuilding or replacement, of property lost or destroyed; or
2. the repair or restoration, of property damaged,  
in either case to a condition substantially the same as but not better or more extensive than its condition when new together with, in so far as the insurance by the item provides, and subject to extension limits, due allowance for:
  - A. the additional cost of reinstatement to comply with any European Union or public authority requirements;
  - B. professional fees; and
  - C. debris removal costs.

## Extensions applicable to Section 1 - Property Damage

The insurance coverage provided by this **Section** is extended to include the following:

### 1 Capital Additions

Property insured shall include:

- A. newly built and/or newly acquired **Buildings** and/or **Contents** situated anywhere within the **Territorial Limits**;
- B. alterations, additions and improvements to **Buildings** and/or **Contents**, but not in respect of any appreciation value.

The maximum **We** will pay in respect of any one **Premises** under this extension is:

- ii. ten per cent (10%) of the **Sum Insured** for **Buildings** and **Contents** respectively; or
  - iii. two hundred and fifty thousand pounds (GBP250,000);
- whichever is the lower.

**You** must provide **Us** with details of all property insured under this extension exceeding a total value of ten thousand pounds (GBP10,000) as soon as reasonably practicable, and no later than ninety (90) days from the date **Our** exposure commenced. **You** will be liable to pay any additional premium required.

This extension does not alter **Your** duty of fair presentation or **Your** duty to notify **Us** of any material changes in **Your Business**, whether during the course of this **Policy** or upon renewal.

### 2 Clearing of Drains

**Your** expenses incurred in cleaning, clearing and/or repairing drains, gutters and sewers, in consequence of **Damage** not otherwise excluded. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

### 3 Contracting Purchaser's Interest

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Buildings** and the purchase is subsequently completed, the purchaser shall be entitled to benefit under this **Policy** in respect of such **Damage** (if and so far as the property is not otherwise insured against such **Damage** by him or on his behalf) without prejudice to **Your** rights and liabilities until completion.

### 4 Cost of Fallen Property Removal

The costs in removing **Your** fallen trees and branches, telegraph poles, lamp posts or parts falling from them incurred by **You**, with **Our** consent excluding **Damage** caused by lopping, pruning or felling of trees. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

## 5 Dumping and Fly Tipping

The cost of cleaning-up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside **Your** control. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

## 6 Emergency Services Damage

**Damage** to the grounds caused by the emergency services following **Damage** occurring at the **Premises** if **You** are responsible for the cost of repair. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

## 7 European Union and Public Authorities

The insurance by each item on **Buildings**, following **Damage**, includes the cost of reinstatement (other than of foundations) incurred by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority byelaws.

The total amount payable under this extension and this **Section**, for any item, will not exceed:

- A. in respect of the property subject to **Damage**, its **Sum Insured**; and
- B. in respect of portions of the property not subject to **Damage**, fifteen per cent (15%) of the total amount for which **We** would have been liable had the property been wholly destroyed.

Subject to the total amount payable in respect of A. and B. above not exceeding the **Sum Insured**.

## 8 Fire Extinguishment and Security Equipment Expenses

The cost incurred with **Our** consent in:

- A. refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks; and
- B. re-setting fire and/or intruder alarms and/or closed circuit television equipment, resulting from **Damage** under this **Section**.

**We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

## 9 Lock Replacement

The cost of changing locks on doors, windows, safes and strongrooms, at the **Premises** following **Theft** of keys from the **Premises** or **Your** home or the home of any **Business Partner**, director or **Employee** entrusted with keys.

**We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

#### 10 Loss Minimisation and Prevention Expenditure

The costs incurred by **You** with **Our** consent in preventing, reducing or mitigating imminent **Damage** which would have been insured under this **Section** or reducing **Damage** insured under this **Section** during and after its occurrence.

- A. **We** will not be liable under this extension for any **Damage** which at the inception of the **Period of Insurance** was foreseeable or which was a foreseeable outcome if such costs and expenses were not incurred;
- B. **We** will not be liable under this extension for costs and expenses which did not in fact avoid or mitigate the **Damage**;
- C. The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

#### 11 Loss of Metered Water

The amount **We** will pay shall be the difference between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and/or the corresponding period adjusted for any relevant factors affecting **Your** consumption during the period(s) concerned. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

#### 12 Loss of Rent Payable

Following **Damage** to the **Insured's Premises** rendering the **Premises** unfit for occupation or use, the amount in respect of loss of **Rent** payable shall not exceed any period of reinstatement and shall be limited to the **Sum Insured** as stated in **Schedule**.

#### 13 Mortgagees / Freeholders / Lessors and Non-Invalidation

- A. To extent that this **Policy** protects the interest of any freeholder, lessor, mortgagee or other secured lender, this insurance shall not be invalidated or otherwise prejudiced as against such parties by any act or omission or by any alteration, whereby the risk of **Damage** is increased unknown to such a party or beyond their control. **We** shall not be liable under this extension if such parties fail to notify **Us** as soon as reasonably practicable after they become aware of such act, omission or alteration or fail to pay any additional premium that may be due in respect of the increased risk;
- B. **We** will not be liable under this extension in respect of the interest any freeholder, lessor, mortgagee or other secured lender unless their interest in the insured property arises under a written contract agreed on arms-length commercial terms and any mortgagee or secured lender is authorised by the Financial Conduct Authority;
- C. **We** will not be liable under this extension in respect of any interest of **You**, a **Business Partner**, director or **Employee**, or anyone associated with **You** or them;
- D. This extension does not restrict or prevent **Us** from exercising any rights or remedies **We** may have against **You**.

#### 14 Professional Fees

The **Sum Insured** by each item on **Buildings** and **Contents**, includes professional fees necessarily incurred in establishing the reinstatement costs of the damaged property but not for preparing any claim.

## 15 Reinstatement of Sums Insured

The **Sums Insured** under this **Section** shall not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** shall, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

## 16 Removal of Debris

**We** shall pay the costs and expenses incurred by **You** with **Our** consent in removing debris, dismantling and/or demolishing, propping or shoring up the damaged **Buildings** and/or property insured.

**We** will not pay for any costs or expenses:

- A. incurred in removing debris except from the **Premises** and the area immediately adjacent thereto;
- B. arising from pollution or contamination, of property not insured by this **Section**;
- C. resulting from Fallen Property Removal and Removal of **Notifiable Asbestos** debris.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

## 17 Removal of Notifiable Asbestos Debris

In the event of **Damage** at **Your Premises** should **You** accidentally discover **Notifiable Asbestos**, the costs and expenses of removing or remediating **Notifiable Asbestos** debris.

The maximum **We** shall pay is ten thousand pounds (GBP10,000) in the **Aggregate**.

## 18 Temporary Removal

**Contents** insured by this **Section** (other than **Stock**) is covered automatically for an amount of up to ten per cent (10%) of the **Contents Sum Insured** whilst temporarily removed (for a maximum of thirty (30) consecutive days) for cleaning, renovation, repair, exhibitions or similar purposes elsewhere within the **Territorial Limits** including whilst in transit.

## 19 Theft Damage to Buildings

The cost of repairing **Damage** by **Theft** or any attempt thereat, to **Buildings** at the **Premises** (whether or not **Buildings** are insured under this **Section**) if **You** are responsible for the **Damage**.

## 20 Trace and Access

In the event of **Damage** at the **Premises** resulting from escape of water or oil, where insured by this **Section**, **We** will pay costs necessarily incurred in locating the source of such **Damage** and subsequently making good.

**We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate** or ten per cent (10%) of the **Sum Insured** by this **Section** whichever is the lesser.

## 21 Underground Services

**Damage** for which **You** are legally liable, to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with public supply lines, mains and sewers.

**We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.  
The maximum **We** shall pay is five thousand pounds (GBP5,000) in the **Aggregate**.

### Optional extension applicable to Section 1 - Property Damage

#### Contents anywhere in the world

If shown as operative in the **Schedule** the **Contents** insured by this **Section** is extended to be covered whilst away from the **Premises** anywhere in the world including transit.

The maximum **We** shall pay is the **Sum Insured** as stated in the **Schedule**.

### Exclusions applicable to Section 1 - Property Damage

**We** shall not be liable under this **Section** for:

1. **Damage** caused by or consisting of:
  - A. inherent vice, faulty design, defective materials, latent defect, gradual deterioration, wear and tear;
  - B. faulty or defective workmanship, operational error or omission;
  - C. explosion caused by 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 or under **Your** control;
  - D. nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith;
  - E. mechanical breakdown, electrical breakdown, derangement, burning out, short circuiting or overheating in respect of the particular machine in which such cause originates;
  - F. corrosion, rust, wet or dry rot, oxidisation, shrinkage, evaporation, leakage, spillage, loss of weight, dampness, mould, mildew, contamination, fermentation, marring, scratching, vermin or insect, living creatures, pets or animals;
  - G. change in temperature, frost, colour, flavour, texture or finish or action of light, atmospheric or climatic conditions.

This exclusion shall not exclude subsequent **Damage** resulting from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, storm, flood, escape of water, impact by any road vehicle.

2. **Damage** resulting from theft or any attempted theft:
  - A. which does not involve forcible and violent entry to or exit from any **Building** at the **Premises**;
  - B. from any **Building** at the **Premises** which cannot be secured and locked, unless agreed by **Us** in writing;
  - C. of property insured in the open, unless agreed by **Us** in writing;
  - D. from any **Building** which is **Unoccupied**, unless agreed by **Us** in writing;
  - E. from persons which does not involve violence or threat of violence to **You**, or other persons.

3. **Damage** caused by:

- A. subsidence, ground heave or landslip and which originated prior to the **Period of Insurance** of this **Policy**.
  - B. the normal settlement or bedding down of new structures;
  - C. the settlement or movement of made up ground;
  - D. coastal or river erosion;
  - E. groundworks, excavation, demolition, construction, structural alteration or repair work undertaken at the **Premises**;
  - F. subsidence, ground heave or landslip to walls, gates, fences yards, car parks, roads, footpaths and forecourts unless a **Building** insured by this **Section** is damaged by the same cause at the same time.
4. **Damage** caused by:
- A. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error, acts of fraud or dishonesty;
  - B. electrical or magnetic fields, loss or erasure of electronic records.
5. **Damage** caused by wind, rain, hail, sleet, snow, flood or dust to movable property insured in the open or within open-sided structures, fences and gates.
6. **Damage** resulting from:
- A. any process of production;
  - B. any process involving the application of heat;
  - C. any process of packing, treatment, testing, commissioning, cleaning, servicing, or repair;  
but this shall not exclude loss of or **Damage** to surrounding property not forming part of:
    - i. the same machine;
    - ii. the same process of production;
    - iii. the same process of packing, treatment, testing, commissioning, cleaning, servicing or repair;
    - iv. the same contract works.
7. **Damage**:
- A. caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation; or
  - B. caused by malicious persons or vandals (other than by fire or explosion);  
in any **Unoccupied Building**.
8. **Consequential Loss** of any kind except loss of **Rent** payable when such loss is insured under this **Section**.
9. **Damage** to any of the following:
- A. any mechanically propelled vehicle, caravan, trailer, watercraft, aircraft and their contents, unless agreed by **Us** in writing;
  - B. **Money** as defined under **Section 6** (Money and Assault) of this **Policy**;
  - C. jewellery, furs, watches, precious stones, precious metals, bullion, curiosities, unless agreed by **Us** in writing;
  - D. automatic payment machines, vending machines, mechanical rides, display cases and their contents situated outside the **Building** at **Your Premises**, unless agreed by **Us** in writing.

10. any loss for which cover is provided (or, if not purchased, is capable of being provided) under **Sections 7** (Goods in Transit) or **8** (Deterioration of Stock) of this **Policy**.
11. any loss of market value beyond the cost of repair, reinstatement or replacement as determined by **Us**.

### Conditions applicable to Section 1 - Property Damage

#### **1 Excess applicable to Section 1**

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

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## Section 2 – Business Interruption

### Insuring Clause

**We** will pay **You** in accordance with the provisions of this **Section** for:

1. interruption to or interference with the **Business** as a result of **Damage** at the **Premises**; and
2. **You** being unable to trace or establish in whole or in part **Outstanding Debit Balances** due to **You**, as a result of **Your** books of account or other **Business** books or records at the **Premises** being subject to **Damage**.

Provided that:

- A. the **Damage** occurs during the **Period of Insurance**;
- B. the **Damage** is insured under **Section 1** (Property Damage) or is insured by any other insurance policy which provides material damage insurance for the **Premises** which **You** occupy;
- C. payment shall have been made or liability admitted under **Section 1** (Property Damage) or by the insurer of any other insurance policy covering **Your** interest in the property, or payment would have been made or liability admitted but for the operation of any **Excess**.
- D. **Our** maximum liability under this **Section** for all claims or series of claims, arising out of any one original cause, depending on basis of coverage selected and stated as operative in the **Schedule**, shall be limited to:
  - i. The **Sum Insured** stated in each case for **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, **Additional Increased Cost of Working**, **Outstanding Debit Balances** and any other item insured under this **Section** (in each case as stated in this **Policy** or **Schedule**) unless otherwise stated;  
or
  - ii. Increased Cost of Working (when solely insured as a separate item in the **Schedule** without any other Business Interruption cover or Extensions 1 to 12 operative or where **You** have insured Business Interruption elsewhere). Increased Cost of Working under this item shall be the additional expenditure necessarily and reasonably incurred with our agreement for the sole purpose of avoiding or diminishing any interruption to or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

The maximum amount **We** will pay shall not exceed fifty per cent (50%) of the Increased in Cost of Working **Sum Insured** during the first three (3) months of the **Indemnity Period** and then the balance of the **Sum Insured** in equal proportions for the remainder of the **Indemnity Period**. The underinsurance condition does not apply to this item.

For the purposes of this **Section**, all storm or flood **Damage** losses or occurrences happening within seventy two (72) consecutive hours of a storm or flood commencing will be deemed to be a single claim.

## Note

In relation to the **Rate of Gross Profit, Standard Turnover, Standard Gross Rentals and Standard Gross Revenue**, adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in **Turnover** or special circumstances affecting the **Business**, either before or after the **Damage**, which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as accurately as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

## Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 2** Definition, the Definitions in **Section 2** shall prevail.

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<b>Additional Increased Cost of Working</b>	The insurance in respect of additional increased cost of working provided for by <b>Section 2.4</b> .
<b>Customers' Accounts</b>	<b>Your</b> accounts of all customers who are trading with <b>You</b> on a credit or hire purchase basis.
<b>Estimated Gross Profit</b>	The amount declared by <b>You</b> to <b>Us</b> as representing not less than the <b>Gross Profit</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>Period of Insurance</b> (or a proportionately increased multiple thereof where the Maximum <b>Indemnity Period</b> exceeds twelve (12) months).
<b>Estimated Gross Rentals</b>	The amount declared by <b>You</b> to <b>Us</b> as representing not less than the <b>Gross Rentals</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>Period of Insurance</b> (or a proportionately increased multiple thereof where the Maximum <b>Indemnity Period</b> exceeds twelve (12) months).
<b>Estimated Gross Revenue</b>	The amount declared by <b>You</b> to <b>Us</b> as representing not less than the <b>Gross Revenue</b> which it is anticipated will be earned by the <b>Business</b> during the financial year most nearly concurrent with the <b>Period of Insurance</b> (or a proportionately increased multiple thereof where the Maximum <b>Indemnity Period</b> exceeds twelve (12) months).
<b>Gross Profit</b>	<p>The amount by which:</p> <ol style="list-style-type: none"><li>1. the sum of the <b>Turnover</b> and the amounts of the closing stock and work in progress shall exceed;</li><li>2. the sum of the amounts of the opening stock and work in progress and the amount of the <b>Uninsured Working Expenses</b>.</li></ol> <p>For the purpose of this <b>Definition</b>, the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with <b>Your</b> usual accounting methods, due provision being made for depreciation.</p>
<b>Gross Rentals</b>	The money paid or payable to <b>You</b> by tenants in respect of accommodation and services, provided at the <b>Premises</b> .

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<b>Gross Revenue</b>	The money paid or payable to <b>You</b> for goods provided or services rendered in the course of the <b>Business</b> at the <b>Premises</b> .
<b>Increase in Cost of Working</b>	The increased cost of working defined in <b>Section 2.1 B.</b> , <b>2.2 B.</b> and <b>2.3 B.</b> , as applicable.
<b>Indemnity Period</b>	The period beginning with the occurrence of the <b>Damage</b> and ending when the results of the <b>Business</b> shall cease to be affected by the <b>Damage</b> but not exceeding the number of months stated in the <b>Schedule</b> as the maximum indemnity period.
<b>Outstanding Debit Balances</b>	<p>The total last amount recorded by <b>You</b> in compliance with the Monthly Records Condition applying to this <b>Section</b>, adjusted for:</p> <ol style="list-style-type: none"><li>1. bad debts;</li><li>2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the <b>Damage</b>), to <b>Customers' Accounts</b> in the period between the date to which said last record relates and the date of the <b>Damage</b>; and</li><li>3. any abnormal condition of trade which had or could have had a material effect on the <b>Business</b>,</li></ol> <p>so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the <b>Damage</b> had the <b>Damage</b> not occurred.</p>
<b>Rate of Gross Profit</b>	The rate of <b>Gross Profit</b> earned on the <b>Turnover</b> during the financial year immediately before the date of the <b>Damage</b>
<b>Standard Gross Rentals</b>	The <b>Gross Rentals</b> during the period in the twelve (12) months immediately before the date of the <b>Damage</b> which corresponds with the <b>Indemnity Period</b> .
<b>Standard Gross Revenue</b>	The <b>Gross Revenue</b> during the period in the twelve (12) months immediately before the date of the <b>Damage</b> which corresponds with the <b>Indemnity Period</b> .
<b>Standard Turnover</b>	The money paid or payable to <b>You</b> for goods sold and delivered and for services rendered in the course of the <b>Business</b> at the <b>Premises</b> during the twelve (12) months immediately before the date of the <b>Damage</b> which corresponds with the <b>Indemnity Period</b> .
<b>Turnover</b>	The money paid or payable to <b>You</b> for goods sold and delivered and for services rendered in the course of the <b>Business</b> at the <b>Premises</b> .
<b>Uninsured Working Expenses</b>	<p>The sum of:</p> <ol style="list-style-type: none"><li>1. purchases of stock, raw materials, consumables (net of discounts);</li><li>2. bad debts;</li><li>3. packaging carriage and freight; and</li><li>4. discounts allowed.</li></ol>

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## Basis of Cover

### Section 2.1 Estimated Gross Profit

The insurance in respect of **Estimated Gross Profit** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Profit** due to:

A. reduction in **Turnover**

and

B. **Increase in Cost of Working**, and the amount payable as indemnity thereunder shall be:

- i. 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 **Damage** fall short of the **Standard Turnover**; and
- ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** (including any allowance made for depreciation) as may cease or be reduced in consequence of the **Damage**.

### Section 2.2 Estimated Gross Rentals

The insurance in respect of **Estimated Gross Rentals** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Rentals** due to:

A. loss of **Gross Rentals**

and

B. **Increase in Cost of Working**, and the amount payable as indemnity thereunder shall be:

- i. in respect of loss of **Gross Rentals**: the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**; and
- ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Rentals** (including any allowance made for depreciation) as may cease or be reduced in consequence of the **Damage**.

### Section 2.3 Estimated Gross Revenue

The insurance in respect of **Estimated Gross Revenue** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Revenue** due to:

- A. reduction in **Gross Revenue**  
and
- B. **Increase in Cost of Working**, and the amount payable as indemnity thereunder shall be:
  - i. in respect of reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Revenue**; and
  - ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** (including any allowance made for depreciation) as may cease or be reduced in consequence of the **Damage**.

### Section 2.4 Additional Increased Cost of Working

The insurance in respect of additional increased cost of working (applicable when shown in the **Schedule** as operative) is limited to the reasonable costs agreed by **Us** in writing in order to maintain the **Business** and to avoid or diminish any reduction in **Turnover, Gross Rentals** or **Gross Revenue** consequent upon **Damage** which:

- A. is necessarily and reasonably incurred during the **Indemnity Period**; and
- B. exceeds the amount recoverable in respect of **Increase in Cost of Working** stated under:
  - i. **Estimated Gross Profit**; or
  - ii. **Estimated Gross Rentals**; or
  - iii. **Estimated Gross Revenue**,depending on the Basis of Cover of operative under this **Section**.

### Section 2.5 Outstanding Debit Balances

The insurance in respect of **Outstanding Debit Balances** (applicable when shown in the **Schedule** as operative) is limited to loss sustained by **You** directly due to the **Damage** to accounting records and the total amount payable shall not exceed:

- A. the difference between:
  - i. any **Outstanding Debit Balances**; and
  - ii. the total of the amounts received or traced in respect thereof;
- B. the additional expenditure incurred with **Our** prior consent in tracing and establishing customers' debit balances after the **Damage**.

Provided that:

- a. if the **Sum Insured** is less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced; and

- b. you must keep **Your** books of account or other **Business** books or records in which **Customers' Accounts** are recorded in fire resistant cabinets or safes when not in use.

### Section 2.6 Professional Accountants Charges

Where insurance is arranged under this **Section** on **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue** or **Additional Increased Cost of Working** (when shown as a separate item in the **Schedule** if operative) or **Outstanding Debit Balances** (when shown as a separate item in the **Schedule** if operative), **We** will also pay to **You** (within the **Sum Insured** for whichever is applicable) the reasonable charges payable by **You** to **Your** professional accountants for producing any information, particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us**, and for producing any report which may be required by **Us**, in respect of a claim.

### Extensions applicable to Section 2 - Business Interruption

The insurance coverage provided by this **Section** is extended to include such loss due to interruption to or interference with the **Business** as a result of Extensions 1 to 12 below commencing during the **Period of Insurance**, which in each case will be deemed to be loss resulting from **Damage** at the **Premises** for the purposes of the **Business**.

In respect of Extensions 1 to 12:

- A. **Our** liability in total for all claims shall not exceed ten thousand pounds (GBP10,000) in the aggregate for each of Extensions 1 to 12 individually subject to an overall aggregate of fifty thousand pounds (GBP 50,000) for all Extensions during the **Period of Insurance**.
- B. For the purpose of these Extensions, the **Indemnity Period** shall commence from the occurrence of **Damage** which results in loss of use, or the restriction of access to, or use of the **Premises** in full or in part and ending when the results of the **Business** shall cease to be affected by such loss of use, or the restriction of access to, or use of the **Premises** in full or in part, but not exceeding the Maximum **Indemnity Period** being the number of months stated in the **Schedule**.

#### 1 Bomb Threats and Security Cordons

The suspected or actual presence of an incendiary or explosive device, associated Police evacuations and Security Cordons within one mile of the **Premises** which prevents or restricts the use of or access to the **Premises**, excluding:

- A. any loss during the first four (4) hours;
- B. any circumstances covered by Extension 9 ( Public Emergency).

#### 2 Contract Sites

**Damage** at any contract site in the **Territorial Limits**, where **You** are carrying out a contract, if such **Damage** would have been insured hereunder had such property been insured by this **Policy** and which results in a loss under this **Section**.

### 3 Denial of Access

**Damage** within one mile of the **Premises** preventing access to or use of such **Premises**, if such **Damage** would have been insured hereunder had such property been insured by this **Policy**, whether the **Premises** or **Your** property therein shall be subject to **Damage** or not, but excluding the property of any utility supply undertaking from which **You** obtain electricity, gas, water or telecommunications services.

### 4 Essential Personnel

Loss resulting from interruption to or interference with the **Business** at the **Premises** during the **Period of Insurance** in consequence of the:

- A. death of any of **Your Principals**; or
- B. total and permanent disablement of any of **Your Principals**, which prevents them from attending to their normal occupation,

occurring during the **Period of Insurance** due to injury caused by accidental and violent means.

Under this Extension **We** will only pay the additional costs and/or expenses that **You** necessarily and reasonably incur, solely in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**, which but for such additional costs and/or expenses would have taken place.

All other loss in respect of **Gross Profit** or **Gross Rentals** or **Gross Revenue** is excluded from this Extension.

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**Definition applying to this extension**

For the purposes of this Extension "**Principals**" shall mean: Any person who is an owner, partner, company director or trustee, of the **Business**.

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### 5 Exhibition Expenses

The irrecoverable expenses **You** have incurred in respect of any trade exhibition in the **Territorial Limits** following **Damage** to **Your** property for use in connection with any trade exhibition, whilst at the **Premises** or whilst in transit between the **Premises** and any trade exhibition, in each case if such **Damage** would have been insured hereunder had such property been insured by this **Policy**.

Under this Extension **We** will only pay:

- A. in the event of the exhibition not being held (or **You** being unable to exhibit at all) in consequence of the **Damage**, the irrecoverable expenses that **You** have paid or are liable to pay, in respect of the exhibition;
- B. if the exhibition does not operate (or **You** are unable to exhibit) for the intended period in consequence of the **Damage**, the amount payable shall be the loss calculated in accordance with provision A. above, adjusted for the period that **You** could not exhibit;
- C. if the venue of any trade exhibition is a permanent building or structure and is not entirely an outdoor event or under tent or canvas cover.

All other loss in respect of **Gross Profit** or **Gross Rentals** or **Gross Revenue** is excluded from this Extension.

## 6 Failure of Utility Supply

**Damage** at the premises or to the property of **Your** utility supplier supplying **You** with electricity, gas, telecommunications or water, causing the accidental failure of the supply into **Your Premises**, if the **Damage** at the utility supplier's premises or of its property would have been insured hereunder had such utility supplier's premises or property been insured by this **Policy**.

**We** will not pay **You** in respect of accidental failure:

- A. caused by the deliberate act of any utility supplier;
- B. caused by the exercise of any utility supplier's power to withdraw or restrict supply or services;
- C. caused by industrial action;
- D. caused by drought or other weather conditions;
- E. lasting less than four (4) consecutive hours in respect of electricity and gas supplies;
- F. lasting less than four (4) consecutive hours in respect of water supplies;
- G. lasting less than twenty four (24) consecutive hours in respect of telecommunications;
- H. caused by any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life;
- I. caused by temporary interference with transmissions to and from satellites due to atmospheric, weather, solar or lunar conditions.

## 7 Murder or Suicide, Food or Drink or Poisoning

- A. the discovery of vermin or pests at the **Premises** which cause restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- B. any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- C. any occurrence of murder or suicide at the **Premises**.

**We** shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property but despite anything to the contrary within this **Policy** the insurance by this clause extends to include costs and expenses necessarily incurred with **Our** consent in:

- i. cleaning and decontamination of property used by **You** for the purpose of the **Business** (other than stock in trade);
- ii. removal and disposal of contaminated stock in trade at or from the **Premises**, use of which has been restricted on the order or advice of the competent local authority in consequence of the situations defined in Extension 7 A. to C. above, after the application of all other terms and conditions of this **Policy**.

## 8 Property in Transit

**Damage** to **Your** property whilst in transit in the **Territorial Limits**, if such **Damage** would have been insured hereunder had such property been insured by **Section 7** (Goods in Transit) of this **Policy** and which results in a loss under this **Section**.

## 9 Public Emergency

The actions or advice of an **Authority** due to an emergency likely to endanger life or property within one mile of the **Premises** and which prevents or restricts the use of or access to the **Premises**, excluding:

- A. any loss during the first four (4) hours;
- B. any circumstances covered by Extension 1 (Bomb Threats and Security Cordons);
- C. actions or advice resulting from labour disputes;
- D. any circumstances covered by Extension 7 (Infectious Disease, Murder or Suicide, Food or Drink or Poisoning).

## 10 Storage Sites (Non Owned or Occupied)

**Damage** at any **Premises** in the **Territorial Limits**, not owned or occupied by **You**, where **Your** property is stored, if such **Damage** would have been insured hereunder had such property been insured by this **Policy** and which results in a loss under this **Section**.

## 11 Unspecified Customers

**Damage** at the premises of any of **Your Customers** in the **Territorial Limits**, if such **Damage** would have been insured hereunder had such property been insured by this **Policy**.

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### Definition applying to this extension

For the purposes of this extension the term "**Customers**" means those companies, organisations or individuals, with whom at the time of the **Damage You** have contracts or trading relationships, to supply goods or services.

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## 12 Unspecified Suppliers

**Damage** at the premises of **Your** direct suppliers, or of manufacturers or processors of components, goods or materials upon which **Your Business** relies, (but excluding the premises of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services), all in the **Territorial Limits**, if such **Damage** would have been insured hereunder had such property been insured by this **Policy**.

### Exclusions applicable to Section 2 - Business Interruption

**We** shall not be liable under this **Section** for:

- 1. interruption to or interference with the **Business** which is not resulting from **Damage** covered by **Section 1** (Property Damage) or by any other insurance policy covering **Your** or the owners interest in the property damaged;
- 2. **Consequential Loss** other than as expressly provided for in **Section 2.1** to **Section 2.6** inclusive and any applicable extensions;
- 3. **Damage** if the **Business** is:
  - A. wound up or carried on by a liquidator or receiver; or
  - B. is permanently discontinued,without **Our** written agreement;
- 4. any loss indemnified under **Section 1** (Property Damage) of this **Policy**;
- 5. loss for which more specific coverage is provided for under any extensions to this **Section**.

## Conditions applicable to Section 2 - Business Interruption

### 1 Accumulated Stocks

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in **Turnover** (where applicable) due to the **Damage**, is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods, at the **Premises** or elsewhere.

### 2 Alternative Trading

If during the **Indemnity Period** goods shall be sold or services shall be rendered, elsewhere than at the **Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** (where applicable) during the **Indemnity Period**.

### 3 Departmental

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of items i. and ii. of the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, when insured under this **Section**, shall apply separately to each department affected by the **Damage**.

### 4 Excess applicable to Section 2

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

### 5 Monthly Records

(applicable to **Outstanding Debit Balances**)

**You** shall at the end of each month record the total amount of debit balances outstanding as set out in **Customers' Accounts** at that date and such record shall be kept at a place other than **Your Premises**. If the recorded amount exceeds the **Sum Insured** applicable at the date of such record then, for the purposes of this clause and **Section 2.5 A.i.** only, **You** shall be deemed to have recorded such **Sum Insured**.

### 6 Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if desired and **We** agree that it is appropriate.

### 7 Premium Adjustment Clause

(applicable to **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**)

The first and annual premiums in respect of **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, whichever is applicable, are provisional and are based on estimates originally provided.

**You** shall provide **Us** not later than six months after the expiry of each **Period of Insurance** a declaration confirmed by **Your** accountants or auditors of the **Gross Profit** or **Gross Rentals** or **Gross Revenue**, whichever is applicable, earned during the financial year most nearly concurrent with such **Period of Insurance**.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit** or **Gross Rentals** or **Gross Revenue**, the above-mentioned declaration shall be increased by **Us** for the

purpose of premium adjustment, by the amount by which the **Gross Profit, Gross Rentals or Gross Revenue**, was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Indemnity Period** exceeds twelve (12) months):

- A. is less than the **Estimated Gross Profit or Estimated Gross Rentals or Estimated Gross Revenue**, whichever is applicable, for the relative **Period of Insurance**, **We** will allow a pro rata return of the premium paid but not exceeding one half of such premium or subject to any applicable minimum premium specified in the **Schedule**; or
- B. is greater than the **Estimated Gross Profit or Estimated Gross Rentals or Estimated Gross Revenue**, whichever is applicable, for the relative **Period of Insurance**, a pro rata addition to the premium paid shall be immediately payable by **You** to **Us**.

#### **8 Reinstatement of Sums Insured**

The **Sums Insured** under this **Section** shall not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** shall, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

#### **9 Renewal Clause**

(applicable to **Estimated Gross Profit or Estimated Gross Rentals or Estimated Gross Revenue**)

**You** shall, prior to each renewal of the **Policy**, provide **Us** with the **Estimated Gross Profit or Estimated Gross Rentals or Estimated Gross Revenue**, whichever is applicable, for the financial year most nearly concurrent with the ensuing **Period of Insurance**, or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds twelve (12) months.

#### **10 Uninsured Fixed Costs**

(applicable to **Estimated Gross Profit**)

If any of the fixed costs of the **Business** are not insured by this **Section** (having been deducted by the **Insured** when providing **Us Estimated Gross Profit** as defined herein), then in calculating the amount recoverable hereunder as **Increased 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 fixed costs.

#### **11 Value Added Tax**

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

## Section 3 - Employers' Liability

### Insuring Clause

**We** will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employees** arising out of and in the course of their employment by **You** in the **Business** within the **Territorial Limits**.

**We** will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- A. in defence of any claims;
- B. for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

### Extensions applicable to Section 3 - Employers' Liability

The insurance coverage provided by this **Section** is extended to include the following:

#### 1 Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos

Legal liability for **Bodily Injury** to **Employees** caused by or arising from Non Notifiable and/or accidental discovery of **Notifiable Asbestos** or materials suspected to be **Notifiable Asbestos** when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.

**You** must ensure that:

- A. all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be **Notifiable Asbestos** ceases immediately upon discovery until the composition of all such materials is established;
- B. any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of **Notifiable Asbestos** is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover **You** for all liability arising out of such work;

**Our** liability to pay compensation including costs and expenses in respect of any **Asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

For the purposes of the cover provided by this extension, General Exclusion 1 (Asbestos Exclusion) shall not apply.

#### 2 Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- A. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- B. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

### 3 Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- A. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- B. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.
- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

### 4 Non-Manual Work Overseas and Manual Work in the European Economic Area

Legal liability in respect of **Bodily Injury** caused outside of the **Territorial Limits** to **Employees** ordinarily resident and under a contract of employment or apprenticeship entered into within the **Territorial Limits** when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area geographical limits.

This extension does not provide any coverage.

- A. for **Offshore** work of any kind.
- B. required to comply with local labour laws or workers compensation act coverage requirements outside of the **Territorial Limits**.

### 5 Statutory Defence Costs

#### A. **Corporate Manslaughter and Corporate Homicide Act 2007**

**We** will cover **You** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

**You** must obtain **Our** prior consent to the appointment of any solicitor or counsel, acting on **Your** behalf.

Before **We** consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

**We** will have no liability under this extension:

- i. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

- ii. for the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind.

**B. Health and Safety at Work etc. Act 1974**

**We** will cover **You** and, at **Your** request, any director, **Business Partner** or **Employee**, for legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will also pay prosecution costs for which **You** are legally liable for and any costs incurred with **Our** written consent, in appealing against any judgment given.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

**We** will have no liability under this extension for:

- i. the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind;
- ii. legal proceedings or court appeals resulting from any deliberate act or omission and **You** shall upon **Our** request repay **Us** all costs and expenses paid by **Us** prior to any deliberate act of omission being established;
- iii. proceedings not related to the health, safety or welfare of an **Employee**.

**Our** total liability under parts (5A.) and (5B.) above shall be limited to a maximum amount of two hundred and fifty thousand pounds (GBP250,000) any one occurrence and in the aggregate any one **Period of Insurance**. These limits do not increase the **Limit of Indemnity**.

**6 Unsatisfied Court Judgments**

**We** will, at **Your** request, pay costs and damages to any **Employee** or their personal representative, which remain unpaid six (6) months after the date a judgment for **Bodily Injury** to the **Employee** which was obtained against another party domiciled within the **Territorial Limits**.

Payment will only be made where:

- A. the **Bodily Injury** was caused in the course of **Your Business** and during the **Period of Insurance**;
- B. the judgment was made in a court within the **Territorial Limits**;
- C. there is no appeal outstanding to the judgment;
- D. the **Employee** or their personal representative assigns the judgment debt to **Us**.

Exclusions applicable to Section 3 - Employers' Liability

**We** shall not be liable under this **Section** for:

**1 Offshore Exclusion**

**Bodily Injury** to any **Employee** which arises out of **Offshore** work other than when specified in the **Schedule** as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

## 2 Repatriation Costs Exclusion

- A. any medical costs or medical expenses;
  - B. any repatriation costs or repatriation expenses;
- incurred by any **Employee** whilst outside the **Territorial Limits**.

## 3 Road Traffic Act Exclusion

**Bodily Injury** to any **Employee** to the extent that compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

## 4 Terrorist Acts Exclusion

**Bodily Injury** to any **Employee** which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

An 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 organisation 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.

## Conditions applicable to Section 3 - Employers' Liability

### 1 Provisions of Compulsory Law

The indemnity provided by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **Employees** within the **Territorial Limits** but **You** agree to repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers' Liability Insurance

If this **Policy** or this **Section** is cancelled, any Certificate of Employers' Liability Insurance shall be similarly cancelled from the same date.

### 3 Personal protective equipment for employees and provision of work equipment

- A. **You** shall ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- B. **You** must hold for **Our** inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER).

## Helpful Information

### Personal Protective Equipment at Work Regulations 1992 Provision and Use of Work Equipment Regulations 1998 (PUWER)

The Health and Safety Executive (HSE) maintain a website [www.hse.gov.uk](http://www.hse.gov.uk) which provides detailed information relating to general workplace safety regulations. It also has industry and trade specific best practice guidance, where **You** may obtain detailed information regarding **Your** obligations and statutory requirements.

Some of the common key requirements are highlighted below:

#### **Personal Protective Equipment at Work Regulations 1992**

- Equipment to be properly assessed before use to make sure it is fit for purpose.
- Equipment is maintained and stored properly.
- **Employees** are provided with instructions on how to use it safely.
- Training **Employees** in the correct use of equipment.
- Records of training to be kept (**We** require a minimum of five (5) years and **You** may retain longer in accordance with **Your** own retention policy).

#### **Provision and Use of Work Equipment Regulations 1998 (PUWER)**

Equipment must be thoroughly examined before first putting them into use and periodically afterwards. This means **You** must ensure that the inspection and testing of guards and protection devices is carried out by a competent person at frequent intervals and records of these examinations, inspections and tests are kept for a minimum of two (2) years (**We** require a minimum of five (5) years and **You** may retain longer in accordance with **Your** own retention policy).

- Training **Employees** in the correct use of Equipment.

The HSE also publish a number of guides for small businesses which are available on the website including:

[A short guide to the Personal Protective Equipment at Work Regulations 1992 Leaflet INDG174](#)

## Helpful Information

### Certificates of Employers' Liability Insurance

The Employers' Liability (Compulsory Insurance) Regulations 1998, as amended, lay down certain obligations for employers and in particular **You** should be aware of the following:

#### Display of Certificates

A Certificate of Employers' Liability Insurance is issued with this insurance, which evidences the insurance provided under this **Policy**. **You** must either display a current Certificate of Employers' Liability Insurance at each location where business is conducted, where **Your Employees** can see it easily, or **You** can maintain an electronic copy, which must be available to all **Employees**. If **You** choose to maintain **Your** Certificate of Employers' Liability Insurance as an electronic version, **You** need to ensure that **Your Employees** know how and where to find the Certificate of Employers' Liability Insurance and have access to it.

#### Retention of Certificates

There is no legal requirement for **You** to keep copies of **Your** out of date Certificates of Employers' Liability Insurance. However, **You** are strongly advised to keep as far as possible a complete record of **Your** Employers' Liability insurance. This is because some injuries can appear decades after exposure to its cause, and former or current **Employees** may decide to make a claim against **You** for the period they were exposed to the cause of their illness.

### Employers' Liability Tracing Office Notice

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

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010 and amending or replacing legislation.

This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers

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

The Database will be managed by the ELTO.

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

By entering into this **Policy**, **You** will be deemed to specifically consent to the use of **Your Policy** data in this way and for these purposes.

## Section 4 - Public Liability

### Insuring Clause

**We** will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental **Bodily Injury** to any person other than an **Employee**;
2. accidental **Damage**;
3. accidental trespass, accidental nuisance;
4. charges of wrongful arrest or malicious prosecution brought against **You** arising out of any allegation of shoplifting at **Your Premises**;

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**.

**We** will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- A. in defence of any claims;
- B. for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 4** Definition, the Definitions in **Section 4** shall prevail.

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**Vehicle**

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

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## Extensions applicable to Section 4 - Public Liability

The insurance coverage provided by this **Section** is extended to include the following:

### 1 Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- A. Part 2 of the Consumer Protection Act 1987; or
- B. Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i. any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii. fines or penalties of any kind;
- iii. proceedings or appeals in respect of any deliberate act or omission.

### 2 Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- A. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- B. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

### 3 Defective Premises Act 1972

**We** shall pay **You** in respect of **Your** legal liability incurred by **You** in connection with **Your Business** under section 3 of the Defective Premises Act 1972.

This extension shall not apply to the cost of rectifying any damage or defect in the **Premises** or land disposed of.

### 4 Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- A. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- B. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that:

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.

- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

## 5 Indemnity to Principals

**We** shall, at **Your** request, cover any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising solely from the negligent performance of work by **You** for such principal.

To qualify for indemnity under this extension:

- A. **We** shall retain sole conduct and control of any claim; and
- B. the principal shall observe and fulfil the requirements of this **Policy**, in so far as they can apply.

## 6 Motor Contingent Liability

**We** shall cover **You** for **Your** vicarious legal liability arising out of the use in the course of the **Business** of any **Vehicle** which is neither **Your** property, nor provided by **You**.

This extension of cover shall not apply:

- A. for loss, destruction or damage, to such **Vehicle** or any property contained within it;
- B. whilst **You** are driving the **Vehicle**;
- C. to the **Vehicle** being driven with **Your** consent by any person who does not hold a licence to drive the **Vehicle**;
- D. for legal liability arising outside the **Territorial Limits**;
- E. to the ownership, possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

## 7 Overseas Business and Personal Liability

**We** shall cover legal liability arising under any applicable jurisdiction for **You**, any of **Your** directors, **Business Partners** or **Employees** while temporarily outside of the **Territorial Limits** in connection with the **Business** and in a personal capacity provided **We** are not prohibited from doing so under any local statute or ordinance.

This extension of cover shall not apply:

- A. to legal liability arising out of the ownership or tenure of any land or building outside of the **Territorial Limits**;
- B. to **North America**, except in respect of non-manual work and activities, subject to the following additional limitations:
  - i. excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the atmosphere caused by the discharge, dispersal, release or escape of pollutants;
  - ii. excluding payment for punitive, aggravated or exemplary damages;
  - iii. the **Limit of Indemnity** shall be inclusive of all costs and expenses.

## 8 Statutory Defence Costs

**A. Corporate Manslaughter and Corporate Homicide Act 2007**

**We** will cover **You** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

**You** must obtain **Our** prior consent to the appointment of any solicitor or counsel, acting on **Your** behalf.

Before **We** consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

**We** will have no liability under this extension:

- i. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii. for the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind.

**B. Health and Safety at Work etc. Act 1974**

**We** will cover **You** and, at **Your** request, any director, **Business Partner** or **Employee**, for legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will also pay prosecution costs for which **You** are legally liable for and any costs incurred with **Our** written consent, in appealing against any judgment given.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

**We** will have no liability under this extension for:

- i. the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind;
- ii. legal proceedings or court appeals resulting from any deliberate act or omission and **You** shall upon **Our** request repay **Us** all costs and expenses paid by **Us** prior to any deliberate act of omission being established;
- iii. proceedings related to the health, safety or welfare of an **Employee**.

**Our** total liability under parts (8A.) and (8B.) above shall be limited to a maximum amount of two hundred and fifty thousand pounds (GBP250,000) any one occurrence and in the aggregate for any one **Period of Insurance**. These limits do not increase the **Limit of Indemnity**.

**Exclusions applicable to Section 4 - Public Liability**

**We** shall not be liable under this **Section** for the following:

### 1 Aircraft and Watercraft Exclusion

**We** do not cover legal liability arising from **You** owning, possessing or using any:

- A. aircraft, drones and other aerial devices;
- B. watercraft or hovercraft (other than watercraft not exceeding ten (10) metres in length or any hand propelled boat or pontoon in inland water or coastal **Territorial Limits**).

### 2 Airside Exclusion

**We** do not cover legal liability arising in connection with any work undertaken in or on:

- A. aircraft, drones and other aerial devices;
- B. any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.

### 3 Contractual Liability Exclusion

**We** do not cover legal liability assumed by **You** under a contract or agreement unless such liability would have attached to **You** in the absence of the contract or agreement.

### 4 Custody and Control Exclusion

**We** do not cover legal liability for any property in **Your** care, custody or control, other than:

- A. **Employees'** or visitors' personal effects.

The maximum **We** shall pay is two thousand five hundred pounds (GBP2,500) in the **Aggregate**.

- B. Any premises (including contents) not being premises owned leased or rented to **You** which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises.

### 5 Damage to Owned Leased or Rented Premises Exclusion

**We** do not cover legal liability for:

- A. **Damage** to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to **You** if liability for **Damage** is assumed by **You** under a lease or other agreement unless such liability would have attached in the absence of such agreement;
- B. **Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to **You** or otherwise in **Your** care, custody or control.

### 6 Damage to Property Worked Upon Exclusion

**We** do not cover legal liability for **Damage** to the part of the property or article being worked upon and any consequential loss arising from **Damage** to the part of the property or article.

### 7 Defamation Libel and Slander Exclusion

**We** do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

#### **8 Defective Workmanship Exclusion**

**We** do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by **You** or anyone working on **Your** behalf.

#### **9 Fungus Toxic Mould and Mildew Exclusion**

**We** do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:

- A. for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- B. any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

#### **10 Hazardous Substances Exclusion**

**We** do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

- A. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated biphenyls and any materials or products containing such substances; and
- B. any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

#### **11 Injury to Employees Exclusion**

**We** do not cover legal liability in respect of **Bodily Injury** to any **Employee**.

#### **12 Motor Liability Exclusion**

**We** do not cover legal liability arising out of the ownership possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### **13 Products Exclusion**

**We** do not cover legal liability arising out of **Products**.

#### **14 Professional Advice and Design (for a fee) Exclusion**

**We** do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

#### **15 Use of Heat Away from your Premises Exclusion**

**We** do not cover legal liability arising from any work by **You** or on **Your** behalf away from **Your Premises** involving the use of heat, naked flame, welding equipment or angle grinders.

#### Conditions applicable to Section 4 - Public Liability

##### **1 Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination**

Subject to the General Exclusion for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 4** (Public Liability) and **5** (Products Liability).

##### **2 Excess applicable to Section 4**

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

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## Section 5 - Products Liability

### Insuring Clause

**We** will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental **Bodily Injury** to any person other than an **Employee**;
2. accidental **Damage**;

occurring anywhere in the world in accordance with any applicable jurisdiction other than **North America** provided **We** are not prohibited from doing so under any local statute or ordinance, during the **Period of Insurance** arising out of **Products** supplied by **You** from **Your Premises** within the **Territorial Limits**

**We** will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- A. in defence of any claims;
- B. for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence or series of occurrences and in the aggregate, inclusive of all costs and expenses for any one **Period of Insurance**.

### Extensions applicable to Section 5 - Products Liability

The insurance coverage provided by this **Section** is extended to include the following:

#### 1 Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- A. Part 2 of the Consumer Protection Act 1987; or
- B. Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i. any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii. fines or penalties of any kind;
- iii. proceedings or appeals in respect of any deliberate act or omission.

#### 2 Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- A. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- B. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

### 3 Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- A. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- B. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.
- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

### 4 Statutory Defence Costs

#### A. Corporate Manslaughter and Corporate Homicide Act 2007

**We** will cover **You** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

**You** must obtain **Our** prior consent to the appointment of any solicitor or counsel, acting on **Your** behalf.

Before **We** consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

**We** will have no liability under this extension:

- i. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii. for the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind.

#### B. Health and Safety at Work etc. Act 1974

**We** will cover **You** and, at **Your** request, any director, **Business Partner** or **Employee**, for legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will also pay prosecution costs for which **You** are legally liable for and any costs incurred with **Our** written consent, in appealing against any judgment given.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

**We** will have no liability under this extension for:

- i. the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind;
- ii. legal proceedings or court appeals resulting from any deliberate act or omission and **You** shall upon **Our** request repay **Us** all costs and expenses paid by **Us** prior to any deliberate act of omission being established;
- iii. proceedings related to the health, safety or welfare of an **Employee**.

**Our** total liability under parts (4A.) and (4B.) above shall be limited to a maximum amount of two hundred and fifty thousand pounds (GBP250,000) any one occurrence and in the aggregate for any one **Period of Insurance**. These limits do not increase the **Limit of Indemnity**.

### Exclusions applicable to Section 5 - Products Liability

**We** shall not be liable under this **Section** for the following:

#### 1 Aircraft and Watercraft Exclusion

**We** do not cover legal liability arising from **You** owning, possessing or using any:

- A. aircraft, drones and other aerial devices;
- B. watercraft or hovercraft (other than watercraft not exceeding ten (10) metres in length, or any hand propelled boat or pontoon, in inland water or coastal **Territorial Limits**).

#### 2 Contractual Liability Exclusion

**We** do not cover legal liability assumed by **You** under a contract or agreement unless such liability would have attached to **You** in the absence of the contract or agreement.

#### 3 Failure of Product Exclusion unless due to manufacturing defect

**We** do not cover legal liability arising from:

- A. the failure of a **Product** for its intended purpose arising out of design or formulation unless such failure is due to an unintentional error in the manufacture or assembly of the **Product**;
- B. any warranty or guarantee in respect of the **Product** or its performance.

#### 4 Fungus Toxic Mould and Mildew Exclusion

**We** do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:

- A. for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or

- B. any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

#### 5 Hazardous Products Exclusion

**We** do not cover legal liability arising from:

- A. **Products** to be used in connection with or incorporated into or on any aircraft, drones and other aerial devices, airport, aerodrome, helipad or ground based aircraft control equipment;
- B. **Products** to be used in medical equipment or devices for internal, invasive and/or critical use in or on the human body;
- C. manufacture or supply of pharmaceutical and cosmetic **Products** other than retail sales;
- D. **Products** exported to **North America**.

#### 6 Product Recall and Refund Exclusion

**We** do not cover legal liability arising from:

- A. the loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of any **Product**;
- B. **Damage** to any **Product** or for the costs of recall, removal, repair, alteration, replacement or reinstatement of such **Product** caused by any defect in it or the unsuitability for its intended purpose;
- C. **Damage** to or the cost of removing, reinstating, replacing or rectifying any **Product** under a separate previously completed contract.

#### 7 Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error or omission in connection with instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

### Conditions applicable to Section 5 - Products Liability

#### 1 Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 4** (Public Liability) and **5** (Products Liability).

#### 2 Excess applicable to Section 5

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## Section 6 - Money and Assault

### Insuring Clause

#### 1. Loss of Money

**We** will pay **You** in respect of loss of **Money** arising from any of the **Events** occurring within the **Territorial Limits** during the **Period of Insurance**.

**Our** maximum liability shall not exceed the applicable Benefits or **Sums Insured** as stated in this **Policy** or **Schedule**.

#### 2. Assault

In the event of **Injury** to any **Insured Person** sustained as a result of:

- A. robbery or attempted robbery,
- B. hold-up or attempted hold-up;

whilst engaged in their usual occupation in the **Business**, which within twenty four (24) months causes any of the following Items in the Table of Benefits. **We** shall pay the Benefits shown:

#### Table of Benefits

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Item	Maximum Benefit per Insured Person
1. <b>Death (which shall not be presumed by the disappearance of the Insured Person)</b>	GBP10,000
2. <b>Loss of Limbs or Sight</b>	GBP10,000
3. <b>Permanent Total Disablement</b>	GBP10,000
4. <b>Temporary Total Disablement</b>	GBP50 per week
5. <b>Temporary Partial Disablement</b>	GBP25 per week
6. <b>Medical Expenses</b>	GBP1,000

to the Insured Person or their legal representative.

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#### Table of Benefit Limitations

1. No further benefit will be payable to the same **Insured Person** after payment of any benefit for **Injury** under items 2 or 3 above.
2. Benefit under item 3 will not be payable before one hundred and four (104) weeks from the date of **Injury** or following a payment of benefit under item 2.
3. Any benefit paid under item 4 will be deducted from any benefit thereafter becoming payable under items 1, 2 or 3.

4. Benefit under items 4 or 5 or any combination thereof:
  - A. is payable for a maximum of one hundred and four (104) weeks from the date of commencement of the first of these to occur; and
  - B. will be payable when the total amount has been agreed by **Us** or at **Your** request at intervals of not less than four (4) weeks (but not in advance) commencing four (4) weeks after receipt by **Us** of written notice of the **Injury** for which the benefit is to be paid by **Us**.

**Our** maximum liability shall not exceed the amounts stated in the Table of Benefits.

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 6** Definition, the Definitions in **Section 6** shall prevail.

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<b>Money</b>	Cash and currency notes, uncrossed and crossed cheques, girocheques, postal orders or money orders, unused current postage stamps, mobile phone vouchers or cards, gift tokens, consumer redemption vouchers, other vouchers or cards with monetary value, travel tickets, validated lottery tickets, scratch cards, gaming machine tokens, bankers' drafts, unexpired units in franking machines, national savings certificates, premium bonds, credit and debit card sales vouchers and value added tax purchase invoices, all belonging to <b>You</b> or for which <b>You</b> are responsible, in connection with the <b>Business</b> .
<b>Events</b>	<p>Loss of <b>Money</b>:</p> <ol style="list-style-type: none"><li>1. in transit in the custody of an <b>Insured Person</b> up to a <b>Sum Insured</b> of two thousand five hundred pounds (GBP2,500) unless otherwise stated in the <b>Schedule</b>;</li><li>2. in a bank night safe up to a <b>Sum Insured</b> of five thousand pounds (GBP5,000) unless otherwise stated in the <b>Schedule</b>;</li><li>3. in the <b>Premises</b> during <b>Business Hours</b> up to a <b>Sum Insured</b> of two thousand five hundred pounds (GBP2,500) unless otherwise stated in the <b>Schedule</b>;</li><li>4. in a locked safe in an enclosed building in the <b>Business</b> portion of the <b>Premises</b> outside <b>Business Hours</b> up to a <b>Sum Insured</b> of five thousand pounds (GBP5,000) unless otherwise stated in the <b>Schedule</b>;</li><li>5. not in a locked safe, in an enclosed building at the <b>Premises</b> outside <b>Business Hours</b> up to a <b>Sum Insured</b> of five hundred pounds (GBP500) unless otherwise stated in the <b>Schedule</b>;</li><li>6. in the custody of a security company operating to British Standard - BS7872 and having a written contract with <b>You</b>, for a maximum period of twenty four (24) hours up to a <b>Sum Insured</b> of twelve thousand five hundred pounds (GBP12,500) unless otherwise stated in the <b>Schedule</b>;</li><li>7. in the private dwelling of <b>Yours</b>, a <b>Business Partner</b>, director or <b>Employee</b> if authorised by <b>You</b> up to a <b>Sum Insured</b> of five hundred pounds (GBP500) unless otherwise stated in the <b>Schedule</b>.</li></ol>
<b>Injury</b>	Bodily injury caused directly by violent and visible means occurring during theft or attempted theft of <b>Money</b> or <b>Personal Possessions</b> from any <b>Event</b> during <b>Business Hours</b> .

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<b>Insured Person</b>	<b>You, Business Partner, director or Employee.</b>
<b>Loss of Limbs</b>	Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.
<b>Loss of Sight</b>	Total and irrecoverable loss of sight in one or both eyes.
<b>Permanent Total Disablement</b>	A disablement which permanently and continuously disables the <b>Insured Person</b> totally and absolutely from attending to their usual occupation, not being disablement following <b>Loss of Limbs</b> or <b>Loss of Sight</b> .
<b>Temporary Total Disablement</b>	A disablement which temporarily prevents the <b>Insured Person</b> from continuously attending to their usual occupation.
<b>Temporary Partial Disablement</b>	A disablement which prevents the <b>Insured Person</b> from engaging in or giving attention to a substantial part of their usual occupation.
<b>Medical Expenses</b>	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 and ambulance charges.

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### Extensions applicable to Section 6 - Money and Assault

The insurance coverage provided by this **Section** is extended to include the following:

1. **Damage to:**
  - A. any safe, strongroom or franking machine for which **You** are responsible;
  - B. any container or waistcoat, whilst being used for carrying **Money**;
  - C. clothing, **Personal Possessions** and money, belonging to **Insured Persons**, in the course of any **Injury**, up to an amount not exceeding one thousand two hundred and fifty pounds (GBP1,250) for any one **Insured Person**.
2. Any amount for which **You** become liable under the terms of any bank charge, credit, debit or cash card, issued to the **Business** following fraudulent use by any unauthorised person. For this extension to apply **You** must report the loss to the issuing company immediately and to the police within twenty four (24) hours of discovering the loss and have complied with the terms of issue of the card. **Our** maximum liability shall not exceed five hundred pounds (GBP500) any one claim.

### Exclusions applicable to Section 6 - Money and Assault

**We** shall not be liable under this **Section** for:

1. fraud or dishonesty of any of **Your Business Partners**, directors or **Employees**, if not discovered and reported to **Us** within fourteen (14) working days of the **Event**;
2. loss from a vehicle which is left unattended;
3. use of any payment method which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason;
4. forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer;

5. occurring outside the **Territorial Limits**;
6. clerical or accounting errors, errors and omissions;
7. **Consequential Loss** of any kind.

**We** shall not be liable in respect of any claim arising out of, consequent upon or contributed to by:

- A. intentional self-injury, provoked assault, or wilful exposure to peril (except in an attempt to save human life);
- B. any pre-existing physical or mental condition.

## Conditions applicable to Section 6 - Money and Assault

### 1 Documentation Evidence

All certificates, information and evidence required by **Us**, shall be provided at **Your** expense and shall be in the format **We** require.

### 2 Excess applicable to Section 6

Before **We** cover **You** under this **Section** in respect of Loss of **Money**, **You** shall be responsible for the **Excess** of fifty pounds (GBP50).

### 3 Medical Evidence

In the event of disablement of an **Insured Person**, the **Insured Person** must be under the care of a qualified medical practitioner and, as often as may reasonably be required, submit to medical examination at **Our** expense.

### 4 Money in Transit Limits and Escort Requirements

**Money** in transit must be accompanied at all times as follows:

- A. Up to and including GBP2,500 – minimum of one (1) **Insured Person**;
- B. Over GBP2,500 up to and including GBP7,500 – minimum of two (2) **Insured Persons**;
- C. Over GBP7,500 up to and including GBP12,500 – minimum of three (3) **Insured Persons**;
- D. Over GBP12,500 - security company operating to British Standard – BS7872 and having a written contract with **You**.

### 5 Post Mortem Examination

In the event of death of an **Insured Person**, **We** shall be entitled to have a post-mortem completed at **Our** expense.

### 6 Reinstatement of Sums Insured

The **Sums Insured** under this **Section** shall not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** shall, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

## 7 Security Precautions

**You** must ensure that:

- A. After **Business Hours** all cash tills have their drawers left open with all contents other than small change removed elsewhere.
  - B. A complete record of all **Money** used in connection with the **Business** on the **Premises** is kept in a secure place other than in any safe or other receptacle containing the **Money**.
  - C. Safe keys are removed from the **Premises** outside **Business Hours** or kept with **Your Business Partner** director or **Employee**.
  - D. Details of the safes used for containing **Money** are lodged with **Us**.
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## Section 7 - Goods in Transit

### Insuring Clause

**We** will pay **You** up to the **Sum Insured** as stated in the **Schedule** for **Damage** to goods whilst in **Transit** within the **Territorial Limits** during the **Period of Insurance**. **We** will at **Our** option, replace or repair such goods.

For the purposes of the **Sum Insured** under this **Section** all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single loss, claim and occurrence.

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 7** Definition, the Definitions in **Section 7** shall prevail.

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<b>Transit</b>	Whilst the goods are being loaded upon, carried by motor vehicles, articulated vehicles and trailers owned or operated by <b>You</b> and temporarily housed upon or being unloaded from the vehicle and concluding when the goods have either been placed at the <b>Premises</b> or receipt acknowledged by the consignee.
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### Extensions applicable to Section 7 - Goods in Transit

The insurance coverage provided by this **Section** is extended to include the following when **We** have admitted liability under this **Section**:

#### 1 Debris Removal Costs

The additional costs necessarily incurred in removing debris, consequent upon **Damage** to the goods in **Transit**. The maximum **We** shall pay is two thousand pounds (GBP2,000) any one claim.

#### 2 Personal Possessions

**Damage to Personal Possessions** belonging to any driver whilst carried in any vehicle which is conveying goods in **Transit**, up to an amount not exceeding five hundred pounds (GBP500) any one occurrence. **Excess** fifty pounds (GBP50) each and every claim.

#### 3 Reloading Costs

The additional costs incurred in:

- A. reloading goods which have fallen from **Your** vehicle involved in a road traffic accident;
- B. re-securing such goods where there is a dangerous movement of the load following a road traffic accident.

The maximum **We** shall pay is five thousand pounds (GBP5,000) any one claim.

#### 4 Sheets and Ropes

Sheets, ropes, packing materials, belonging to **You**, whilst being carried on the vehicle. The maximum **We** shall pay is one thousand pounds (GBP1,000) any one claim.

### Exclusions applicable to Section 7 - Goods in Transit

1. **We** shall not be liable under this **Section** for:
  - A. living creatures or pets;
  - B. electrical or magnetic fields, loss or erasure of electronic records;
  - C. mechanical and/or electrical derangement or breakdown;
  - D. any refrigerated stock for which the 'use by' or 'sell by date' of the refrigerated stock has already passed at the date of loss;
  - E. **Consequential Loss** of any kind;
  - F. money and other negotiable instruments of every description, securities, deeds, bonds, bills of exchange, promissory notes;
  - G. jewellery, precious stones, precious metals, antiques, works of art, rare books, deeds, documents, manuscripts, business books, bullion, furs;
  - H. **Your** plant, machinery and tools;
  - I. goods carried by **You** for hire or reward;
  - J. any legal liability of whatsoever nature.
  
2. **We** shall not be liable for **Damage** to any goods in **Transit** arising out of or attributable to:
  - A. wear and tear, gradual deterioration, contamination, mildew, damp, insect or vermin;
  - B. rust, corrosion, oxidisation or discolouration or marring;
  - C. inherent vice, latent defect, action of light or atmospheric or climatic conditions;
  - D. spillage, leakage, evaporation, loss of weight or shrinkage, the transportation of illegal substances or illegal immigrants;
  - E. breakdown of refrigeration and/or insufficient insulation, unless caused by any vehicle being directly involved in an accident;
  - F. defective or inadequate packing or insufficient addressing;
  - G. delay, confiscation, requisition, embargo or nationalisation, by or by order of the government or any public authority;
  - H. theft or attempted theft of goods from in or on soft topped, open topped, open-sided or curtain sided vehicles, unless the conveying vehicle is stolen at the same time;
  - I. dangerous goods as classified and regulated by The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009. This exclusion shall not apply to small load exemptions for dangerous goods permitted by such regulations if all requirements applicable to such exemptions are complied with by **You**.

## Conditions applicable to Section 7 - Goods in Transit

### 1 Excess applicable to Section 7

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**

### 2 State of Repair

Throughout the **Period of Insurance** **You** must keep **Your** vehicles in a good state of repair and in a roadworthy condition and must keep security locks and alarms in a working condition.

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## Section 8 - Deterioration of Stock

### Insuring Clause

**We** will pay for contamination, deterioration or putrefaction of stock whilst contained in the cold chamber of a refrigerated unit in the **Premises** during the **Period of Insurance** up to the **Sum Insured** as stated in the **Schedule** caused by:

A change in unit temperature as a result of:

1. the breaking, distortion or burning out of any part of the unit, unit wiring or supply cable to the unit including the plug and fuse caused by mechanical or electrical defects in the unit while being used under normal working conditions; or
2. the failure of the temperature controls to operate correctly; or
3. accidental failure of the electricity supply; or
4. accidental leakage of refrigerant gasses or refrigerant fumes from the unit.

### Extension applicable to Section 8 - Deterioration of Stock

The insurance coverage provided by this **Section** is extended to reimburse **You**:

1. for the cost of removal and disposal of contaminated stock; and
2. the decontamination and cleaning of the unit,

provided **We** have agreed to pay **You** a claim for any loss caused by 1 to 4 under this **Section**.

The maximum **We** shall pay is two thousand five hundred pounds (GBP2,500) any one claim and in the aggregate for any one **Period of Insurance**.

### Exclusions applicable to Section 8 - Deterioration of Stock

**We** shall not be liable under this **Section** for:

1. loss caused by wear, tear and gradual deterioration or gradually developing flaws or defects in the unit;
2. loss caused by failure to correctly set any temperature controls;
3. loss caused by any refrigeration unit which is more than ten (10) years old;
4. at the date of loss any refrigerated stock for which the 'use by' or 'sell by date' of the refrigerated stock has passed;
5. loss caused by failure of the public supply of electricity which does not exceed sixty (60) consecutive minutes;
6. loss caused by any deliberate act of the electricity supplier, including the exercise of its power to withhold or restrict supply;
7. loss caused by **Your** wilful neglect;
8. **Damage** to the unit;
9. **Damage** to stock not contained in the cold chamber of the refrigerated unit;
10. loss caused by the transmission or impact of any virus;
11. any loss for which cover is provided (or, if not purchased, is capable of being provided) under **Section 7** (Goods in Transit) of this **Policy**.

## Conditions applicable to Section 8 - Deterioration of Stock

### 1 Excess applicable to Section 8

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

### 2 Maintenance

Upon the expiry of any guarantee period, **You** must arrange and keep in force throughout the **Period of Insurance** a maintenance contract on refrigeration units.

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## Section 9 - Loss of Licence

### Insuring Clause

In the event of the licence for the sale of excisable liquors and any other purposes for which the licence was issued in respect of the **Business** carried out at the **Premises** being forfeited, suspended or withdrawn (including any refusal to renew) by the applicable licensing authority during the **Period of Insurance**. **We** will pay up to **Our** maximum Limit of Liability as stated in this **Policy** or **Schedule** for:

1. The loss of **Gross Income**, subject to adjustment, in accordance with the following:
  - A. the amount by which the **Gross Income** during the **Indemnity Period** shall fall short of the **Gross Income** during the equivalent period immediately before the forfeiture, suspension or withdrawal of the licence;
  - B. by paying any additional expenses incurred in maintaining the **Gross Income** during the **Indemnity Period**, but not more than the loss avoided under A.;
  - C. less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the forfeiture, suspension or withdrawal.
2. Charges payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your** business books or such other proofs information or evidence as **We** may require.
3. The reduction in value in the **Premises** if **You** are unable to obtain a licence for a period of twelve (12) months from the date of forfeiture, suspension or withdrawal of the licence and **You** sell the **Premises**, if the sale commences within the **Indemnity Period**.
4. Up to five thousand pounds (GBP5,000) costs and expenses incurred by **You** with **Our** prior written consent for the sale of the **Premises**, if the sale commences within the **Indemnity Period**.

**Our** maximum liability shall not exceed one hundred thousand pounds (GBP100,000) plus up to five thousand pounds (GBP5,000) for professional accountants charges any one claim and in the **Aggregate**.

### Adjustment

In adjusting the amount paid all variations or special circumstances affecting the **Business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if forfeiture, suspension or withdrawal of the licence had not occurred.

If the event occurs in the first trading year the payment under 1, adjustment shall be based on the trading figures immediately before the forfeiture, suspension or withdrawal of the licence.

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 9** Definition, the Definitions in **Section 9** shall prevail.

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<b>Gross Income</b>	The money paid or payable to <b>You</b> in respect of food, drink, accommodation and services less the cost of food, drink and other variable expenses.
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<b>Indemnity Period</b>	The period beginning with the loss of licence and ending not later than twelve (12) months thereafter during which the results of the <b>Business</b> shall be affected in consequence of the loss of licence. Should the <b>Business</b> be disposed of within twelve (12) months of the loss of licence, this disposal date shall terminate the period.
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### Exclusions applicable to Section 9 - Loss of Licence

**We** shall not be liable under this **Section** if:

1. **You** are entitled to obtain payment of compensation under any legislation or bye-law in respect of the forfeiture, suspension or withdrawal of the licence;
2. alterations to the **Premises** requiring the consent of the licensing or other authority were or are made without that consent;
3. the **Premises** where the **Business** is conducted is closed for any period not required by law;
4. the **Premises** are not maintained in a good state of sanitary condition or repair;
5. any direction or requirement of the licensing or other authority is not complied with;
6. the forfeiture, suspension or withdrawal of the licence is caused wholly or partly as a result of **Your** misconduct or by **You** not taking all steps necessary to keep the licence in force;
7. forfeiture, suspension or withdrawal resulting from any alteration of planning policy or the law affecting the grant, surrender, forfeiture, suspension or withdrawal of licences.

Exclusions 2. to 6. inclusive shall not apply where **You** or any other claimant under this **Section** proves to **Our** satisfaction that the matter was completely beyond **Your** power or control.

### Conditions applicable to Section 9 - Loss of Licence

#### 1 Alternative Trading

If, as a result of forfeiture, suspension or withdrawal of the licence, food, drink or accommodation shall be supplied or services rendered during the **Indemnity Period** elsewhere than **Your Premises** for the benefit of the **Business**, either by **You** or by others on **Your** behalf, the money paid or payable in respect of such food, drink, accommodation or services shall be brought into account in arriving at the reduction in **Gross Income** during the **Indemnity Period**.

#### 2 Licence Alteration

**You** shall on becoming aware of any:

- A. death, bankruptcy, incapacity, desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the tenant, manager, occupier or licence holder;
- B. complaint against the **Business** or its control;
- C. change in the tenancy or management;
- D. transfer or proposed transfer of the licence;

- E. alteration in the purpose for which the **Premises** is used;
- F. objection to renewal or other circumstances which may endanger the licence or its renewal;

give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days.

### **3 Value Added Tax**

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

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## General Exclusions - applicable to all coverage sections

The following exclusions apply to all **Policy Sections** and shall keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as exclusions of cover and do not extend the cover provided by this **Policy** in any way. General Exclusions operate in addition to the **Section** exclusions unless stated expressly not to apply.

General Exclusions 1, 3, 4, 5, 6, 8, 9, 11, 12 and 16 shall not apply to **Section 3** (Employers' Liability) of the **Policy**.

General Exclusion 8 shall not apply to **Section 4** (Public Liability) and **Section 5** (Products Liability) of the **Policy**.

### 1 Asbestos Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from or contributed to by:

- A. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing **Asbestos**;
- B. inhalation or ingestion of **Asbestos**;
- C. exposure to or fear of the consequences of exposure to **Asbestos**;
- D. the presence of **Asbestos** in any property or buildings or on land;
- E. investigating managing removing controlling or remediation of **Asbestos**.

However, if an insured building or structure has **Asbestos** physically incorporated within it, **We** will cover **Damage** to the whole or any part of that building or structure including the **Asbestos**, if caused by fire, lightning, explosion, aircraft, earthquake or underground fire.

### 2 Biological or Chemical Materials Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

### 3 Confiscation Requisition Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

### 4 Cyber Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising from:

- A. any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any computer system used in connection with **Your Business**;
- B. the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your** computer system;
- C. the denial of access or use by **You** or any authorised party to **Your** computer system;
- D. the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;

- E. the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- F. actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- G. defamation, libel, slander or malicious falsehood;
- H. any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- I. the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.

## 5 Industries Gradual Seepage, Pollution and Contamination Exclusion

This **Policy** does not cover loss or legal liability arising from:

- A. **Bodily Injury or Damage** to, or loss of use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **Bodily Injury or Damage** to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- B. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- C. Fines, penalties, punitive or exemplary damages associated with A. or B. above.

For the purpose of this exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

## 6 Insolvency Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of or contributed to by **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

## 7 Material Change of Insured Risks

This **Policy** does not cover **Damage**, loss or legal liability arising from or connected to a material change to **You**, **Your Business** or the risks insured, as compared to the situation which applied at the inception of this **Policy**, unless covered by an express extension or **Endorsement** to the **Policy**.

## 8 Micro-Organism Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- A. **Damage**;
- B. any loss of use occupancy or functionality;
- C. any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

## 9 North America Domiciled and Jurisdiction Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America** other than to the extent cover is provided under extension 7 Overseas Business and Personal Liability of Section 4 - Public Liability.

## 10 Offshore Installations Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of offshore installations as defined in the Health and Safety at Work etc. Act 1974 and the Offshore Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

## 11 Other Insurance

This **Policy** does not cover **Damage**, loss or legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

## 12 Punitive and Exemplary Damages Exclusion

This **Policy** does not cover the payment of, or any legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

## 13 Radioactive Contamination Exclusion

This **Policy** does not cover

- A. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or;
- B. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- A. ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

#### 14 Terrorism Exclusion

The **Policy** does not cover **Damage**, loss, or legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An 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 organisation 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.

**We** also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 15 War Exclusion

This **Policy** does not cover **Damage**, loss or legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.

#### 16 Communicable Disease Exclusion

This **Policy** does not cover actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## General Conditions - applicable to all coverage sections

### 1 Access

**You** shall allow **Us** access at reasonable times to examine any property insured.

### 2 Change of Risk or Interest

This **Policy** shall cease to be in force if:

- A. **Your** interest in the **Business** ends, other than by death;
- B. the **Business** is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless **We** otherwise agree in writing.

### 3 Compliance

To the extent that this **Policy** requires anything to be done or complied with by **You**, **You** shall provide such proof of compliance as **We** may reasonably require at **Your** expense.

Without limiting any of **Our** other rights, in the event that **You** breach any term or condition in **Your Policy**, **We** may reject or reduce claims to the extent that **Our** liability under this **Policy** has been incurred or increased by reason of the breach.

### 4 Contracts (Rights of Third Parties) Act 1999

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

### 5 Cross Liability

If more than one party is named as the **Insured**, **We** will treat each party as if a separate **Policy** had been issued to each **Insured** provided that **Our** liability to all parties indemnified shall not exceed the total **Limit of Indemnity or Sum Insured** as stated in the **Schedule**.

### 6 Data Protection

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

**You** have a right of access to, and correction of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

The Data Protection Officer  
Ascot Underwriting Limited  
20 Fenchurch Street  
London EC3M 3BY

+44 20 7743 9600

[DPO@ascot.com](mailto:DPO@ascot.com)

## 7 Inspection and Audit

**We** shall be permitted to inspect the **Premises** and the means of storing or recording **Your** books and records and to examine and audit **Your** books and records at any time during the **Period of Insurance**, any extension of the **Period of Insurance** and within three (3) years after the final termination of this **Policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

## 8 Law and Jurisdiction

This **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

## 9 Minimum Security Measures

It is a requirement of this **Policy** that the following minimum security measures are in place at **Your Premises** and put into effective operation when left **Unattended** unless otherwise endorsed or stated in **Your Schedule**.

1. The external doors of **Your Premises** or internal doors which provide access to any part of the **Buildings** not occupied by **You** are secured with at least one of the following security measures appropriate to the door type:
  - A. mortice deadlock which has a minimum of 5 levers which conforms to British Standard BS3621 with a metal striking box plate for timber or steel framed doors;
  - B. multi-point locking system which has a minimum of three locking points with key operated cylinder deadlock which conforms to British Standard PAS 3621:2011 for UPVC, composite, aluminium framed and sliding doors;
  - C. a high security padlock of at least British Standard BS EN 12320 security grade 3 or Central European Norm (CEN) grade 3 with a minimum shackle thickness of 10mm and manufacturer's corresponding locking bar or keep for other doors or roller shutters manufactured to LPS 1175 Security Rating 1 or above;
  - D. two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door for double or multiple folding leaf doors, other than where any leaf door is required to be opened externally, in which case appropriate locks to the standards specified in either A. to C. are in place.
2. Windows/skylights capable of opening at ground floor, basement or other floor levels (which are "easily accessible") are secured with key operated locking devices with keys removed. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

For the purposes of this requirement "easily accessible" are those levels that can be reached from the ground (without the use of a ladder) or by climbing up via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby flat roofs, trees adjoining or next door premises.

Any door or window designated as a fire exit following a fire risk assessment or building regulations may be excluded from these requirements. These are secured internally by panic bolts or fire exit bolts (capable of opening at all times) suitable for use in emergency escape situations other than when the **Premises** is left **Unattended**. Any additional security devices must be approved by the local Fire Prevention Officer.

## 10 Other Insurance

Subject to General Exclusion 11 (Other Insurance), if at the time of any claim made under this **Policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

In respect of **Sections** 1 (Property Damage), 2 (Business Interruption), 6 (Money and Assault), 7 (Goods in Transit), 8 (Deterioration of Stock) and 9 (Loss of Licence) **We** will not pay more than applicable the **Sums Insured** inclusive of any sums payable by other insurers.

**You** shall on request provide us with copies of the terms of any other insurance to which this condition or General Exclusion 11 (Other Insurance) may apply.

## 11 Other Interests

It is agreed that various parties may have a legal interest in part of the property insured by this **Policy** and **You** undertake to declare the names, nature and extent of any interest of any such parties at the time of **Damage**.

## 12 Physical Protections

For the purpose of **Sections** 1 (Property Damage), 2 (Business Interruption) and 6 (Money and Assault), **You** shall ensure that at the start of this insurance and throughout the **Period of Insurance**:

- A. all security protections in place at the **Premises** shall not be withdrawn altered or varied without **Our** prior written consent;
- B. any fire alarm system and fire extinguishers shall be maintained in proper working order;
- C. all locking devices and intruder alarm systems shall be maintained in proper working order;
- D. whenever the **Premises** are left **Unattended**:
  - i. all locking devices and intruder alarm systems must be put into full and effective operation;
  - ii. all keys/security cards/fobs/codes which operate intruder alarm systems and/or surveillance systems which enable access to the **Premises**, safes, strongrooms or any other secured area or device in which property insured is kept must be removed from the **Premises**;
- E. as soon as **You** discover or become aware of any defects in security protections:
  - i. such defects must be remedied; and
  - ii. **You** must advise **Us**;

as soon as reasonably practicable.

Failure to comply with any of these requirements may result in **Us** not paying all or part of **Your** claim.

## 13 Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information and shall at any time allow **Us** to inspect such record. **You** shall within ninety (90) days after the expiry of each **Period of Insurance**

furnish **Us** the relevant information, including but not limited to wage roll and turnover, as **We** may require.

The premium shall then be adjusted and the difference paid by or allowed to **You**, subject to any minimum premium required, within thirty (30) days of receipt of **Our** adjusted premium calculations.

**We** reserve the right to request **You** to supply an auditor's certificate attesting to the accuracy of any information furnished to **Us**.

Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**.

**Your** failure to declare such relevant information to **Us**, shall entitle **Us** to assess our own estimate(s) if **We** so wish and calculate any further premium payment, which shall become payable by **You**.

#### 14 Reasonable Precautions

**You** shall:

- A. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
- B. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

#### Helpful Information

##### Reasonable Precautions

Reasonable precautions that may apply to **Your Business** include:

1. maintaining access roads, paths, **Premises**, machinery, equipment and furnishings in a good state of repair;
2. exercising care in the selection and supervision of **Employees**;
3. complying with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons;
4. keeping all stairways, passageways, fire exit doors and any other routes of escape clear at all times;
5. carrying out maintenance or work necessary to maintain security as soon as possible after it is discovered.

#### 15 Sanctions

**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 16 Survey Requirements

**You** shall comply with all requirements which **We** may specify following any survey **We** commission in relation to **Your Business** within the time limits specified by **Us** and remain in

compliance thereafter throughout the **Period of Insurance** and any subsequent **Period of Insurance**.

#### **17 Underinsurance and Ten per cent (10%) Allowance**

If, at the time of **Damage** commencing, **Your** chosen **Sum Insured** as stated by each separate item in the **Schedule** is less than the actual value (or the reinstatement cost as applicable) of the property covered, the amount **We** will pay will be reduced proportionately. **You** will be responsible for the difference and retain a proportionate share of the amount payable for all such **Damage**.

For **Section 2 – Business Interruption** consequent upon **Damage**, **You** will similarly retain a proportionate share in a like manner should the **Sum Insured** stated by each separate item in the **Schedule** be less than the actual loss sustained for the basis of cover **You** have selected.

We shall waive **Your** proportionate share of the amount payable for all such **Damage**, if the difference in amount of the **Sum Insured** stated by each item separately in the **Schedule** is ten per cent (10%) or less than the actual value (or the reinstatement cost as applicable) of the property covered.

In calculating whether underinsurance and waiver of underinsurance applies **We** will take into account any applicable **Policy** provisions which supplement the amount payable by **Us**.

#### **18 Vehicle Security Requirements**

Whenever any property belonging to **You** or for which **You** are responsible is left in an unattended vehicle, all keys must be removed from the vehicle, all doors and similar openings must be locked, all windows must be fully closed and any locking devices, immobilisers or alarms must be put into full operation

and

between the hours of 21:00 and 06:00 any unattended vehicle must be kept:

- A. garaged in a locked building of concrete, brick or block construction; or
  - B. in a locked compound with security fencing or walls of concrete, brick or block construction with a permanent security guard or recorded and monitored closed circuit television surveillance.
-

## Helpful Information

### Underinsurance Explained

What happens if your sum insured is not enough and you have a loss?

#### Example of underinsurance

If **You** chosen **Sum Insured** is less than the actual total value of the property covered, **You** will not receive full settlement in the event of a loss and **You** shall be responsible for a proportionate share of a loss covered by this insurance.

The effect of underinsurance is shown in the following example:

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<b>Your Chosen Sum Insured is GBP80,000</b>	$\div$	Actual total value of the property insured at time of <b>Damage</b> is GBP100,000	$\times$	The Amount of loss is GBP20,000
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In this example: **You** have under insured by 20%

Amount payable by **Us** (80%) = GBP16,000

(before we deduct any **Excess** due)

Amount retained by **You** (20%) = GBP 4,000

(plus any **Excess** payable)

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*Note: In this example a proportional reduction is applied to the actual loss **You** have suffered, as **Your** chosen **Sum Insured** is less than the actual total value of property insured at the time of loss. In this example the correct full amount which should have been **Your** chosen **Sum Insured** should have been GBP100,000.*

**You** should ensure **Your** chosen **Sum Insured** is accurate. **You** should seek professional advice if **You** are not sure. Having the correct **Sum Insured** is important to **You** to ensure **Your** property is adequately insured. It is important to **Us** as **We** use this information to assess **Your** acceptability to **Us** and to calculate the correct premium for **You**. Also **We** use this to manage **Our** level of risk to **You** and all **Our** policyholders

Professional advice is available from a many different sources, for example, one source is the Royal Institution of Chartered Surveyors (RICS) which operate a Building Cost Information Service (BCIS).

## Policy Cancellation

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your** insurance adviser or writing to **Our Binding Underwriter**.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

### Your Cancellation Rights

#### Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

#### During the cooling-off period of fourteen (14) days

**You** have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this **Policy** please write to **Your** insurance adviser or **Our Binding Underwriter** to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
  - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium  
alternatively;
  - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

#### After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or **Our Binding Underwriter**.

- Upon receiving **Your** instructions **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy** **You** will be entitled to a refund of premium paid less a deduction for any time **We** have

provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.

- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

### Our Cancellation Rights

**We** can cancel this insurance by giving **You** thirty (30) days notice in writing.

**We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance** this has the same effect as if **You** have never had any cover or protection from this **Policy**.
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;
4. **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** may incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance.

If **We** decide to cancel this **Policy** **We** or **Our Binding Underwriter** will do so by sending **You** a letter of cancellation to **Your** last known address.

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## Insurer details

Subject to any amendment made in the **Schedule**, **Your** insurance is provided by the Subscribing Insurers as listed and detailed below.

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<b>Subscribing Insurers</b>	<b>Reference number</b>	<b>Sections</b>	<b>Proportion</b>
Ascot Syndicate 1414 at Lloyd's	As per <b>Schedule</b>	All <b>Sections</b>	100%

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### Several Liability Clause

**PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### **Explanation of Contracting Parties:**

##### **Binding Underwriter**

Is the legal entity which **We** have authorised under contract to underwrite and bind insurance on **Our** behalf. Details of the Binding Underwriter and Unique Market Reference number are as stated in the **Schedule**.

##### **Subscribing Insurers**

##### **Ascot Syndicate 1414 at Lloyd's**

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04690709. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY

## How to Complain

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

However, in the event that **You** wish to make a formal complaint **You** should contact **Us** using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

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Contact details: Binding Underwriter	Complaints	Email: <a href="mailto:complaints@mgunderwriting.com">complaints@mgunderwriting.com</a>
	MG Underwriting Staley House Hassall Street Stalybridge SK15 2LF	Tel: +44 (0)161 304 9933

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**We** will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response, or have not received a response from **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

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Contact details: Lloyds	Complaints Lloyd's	Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>
	Fidentia House Walter Burke Way Chatham Maritime Chatham Kent ME4 4RN	Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 Web: <a href="http://www.lloyds.com/complaints">www.lloyds.com/complaints</a>

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Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

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Contact details:  Financial Ombudsmen Service	Financial Ombudsman Service	Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
	Exchange Tower	Tel: For UK callers: 0800 023 4567 (free phone),
	Harbour Exchange Square	or 0300 123 9123 (but charges apply)
	London	Tel: For callers from abroad: +44 (0) 20 7964 0500
E14 9SR	(charges apply)	Web: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

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Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.

#### Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from:

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Contact details:	Financial Services Compensation Scheme	Email: <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a>
	PO Box 300	Tel: For UK callers: 0800 678 1100 (free phone)
	Mitcheldean	Tel: For callers from abroad: +44 (0) 20 7741 4100
	GL17 1DY	Web: <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>

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