

BUA

SME Package Wording

arranged by **BEECH UNDERWRITING AGENCIES LTD**

BEECH UNDERWRITING

SME PACKAGE WORDING 2016

**SHOPS, OFFICES, SALONS, STUDIOS,
RESTAURANTS & PUBS**

SME PACKAGE INSURANCE

The **Certificate**, **Schedule** and any endorsements and warranties should be read as if they were one document.

This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

We will cover **You** under those sections shown in the **Schedule** where an amount (or "As shown in the Certificate wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Certificate** are met. Please check that this document and the **Schedule** meet **Your** needs and that **You** understand them.

If **You** have any questions about these documents, please contact **Your** insurance adviser who will be pleased to help **You**.

This document sets out what is and what is not covered. The **Schedule** shows the sections of cover **You** have chosen and any special terms that apply.

If **You** are not satisfied with the cover provided by this insurance, please return the documents to **Your** insurance adviser within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid.

We aim to provide a first-class service

However, if **You** need to complain or **You** feel that **We** have not kept **Our** promise, please contact **Your** insurance adviser.

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number B1262BW0043416 to Beech Underwriting Agencies Ltd by various insurers stated in the endorsement entitled 'Identity of Insurers' whose proportionate liability will be detailed on request, hereafter referred to as Insurers, and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Provided always that:

Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted

by endorsement and agreed by or on their behalf;

this Policy insures only in respect the sections specified in the Policy Schedule.

this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that

may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

Misrepresentation, Misdescription or Non Disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including.

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$$

Fraud

If You make a fraudulent claim under this Policy the Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Insurers may recover from the Insured any sums that the Insurers have already paid to the Insured in respect of the fraudulent claim. The Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act.

Conditions, Conditions Precedent & Warranties

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

"If you breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Complaints

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Beech Underwriting Agencies Ltd,12-13 Starnes Court ,Union Street, Maidstone, KENT ME14 1EB

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone:0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If the You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for YOU

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

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

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

The Law that Governs the interpretation of this Policy

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

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

This Policy should be kept in a safe place - you may need to refer to it if you have to make a claim. It is recommended that you to retain details of your Employers Liability policy/certificates for at least 40 years.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The first 90% of every claim is protected without any upper limit. You can get further information about the compensation scheme arrangements from the FSCS or by visiting their website at www.fscs.org.uk

DEFINITIONS

(Certain words have special meanings which apply wherever they appear in Your Certificate and Schedule)

These words and their meanings are shown below. Other words are given particular meanings at the beginning of individual sections of this Certificate. For these words, the meaning only applies within that section.

Accidental Damage

Damage caused as a direct result of a single unexpected event.

Appliance

Any frozen food cabinet, deep freezer, cold room, coldstore, refrigerator or chilled unit within the Premises which is not more than five years old or up to ten years old if under an annual maintenance contract by the manufacturer, installer or competent engineer.

Bodily Injury

Physical injury that is caused by an accident (including illness directly resulting from that physical injury), which results in the death or disability of an insured person within twelve months of the date of the accident.

Book Debts

The amount outstanding in Your Business accounts that is owed by Your customers.

Business

The business specified in Your Schedule and no other for the purpose of this Certificate.

Business Address

The business address specified in Your Schedule.

Business Hours

Any time when You or any of Your Employees or directors with responsibility for Money are in the Business portion of Your Premises for the purpose of Your Business.

Certificate

This booklet incorporating Your Schedule and any endorsement(s) applying.

Computer

All computer equipment, including interconnected wiring, fixed disks and telecommunications equipment, used at the Premises, for the storage and communication of electronically processed data, (but excluding any such equipment controlling any manufacturing process) the property belonging to You or leased hired or rented to You and for which You are legally responsible.

Employee

Any of the following people working for You in connection with Your Business:

- anyone who has entered into or works under a contract of service or apprenticeship with You any labour only sub-contractor or anyone employed by them
- any self-employed person a voluntary helper
- anyone who is engaged under a work experience scheme or similar scheme anyone who is hired or borrowed by You.

Excess

The amount for which You are responsible for each claim as specified in Your Schedule.

Geographical Limits

Great Britain, the Isle of Man and the Channel Islands.

Gross Income

The Money paid or payable to You for goods sold and delivered and services provided in the course of Your Business at the Premises less the purchase cost of the goods.

Glass

Fixed glass in windows, doors, fanlights, showcases, counters, shelves and mirrors and fixed items of sanitary ware in or on the Premises.

Indemnity Period

The period beginning with the occurrence of the loss or damage and ending not later than the last day of the Period of Insurance as shown in Your Schedule during which the results of Your Business are affected in consequence of the loss or damage.

Loss of a Limb

The permanent loss, by physical separation, of a hand at or above the wrist or of a foot at or above the ankle, including permanent and total loss of use of a hand, arm or leg.

Money

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card sales vouchers, card counterfoils, travellers tickets, VAT purchase receipts, contents of stamp franking machines, holiday-with-pay stamps and luncheon vouchers.

Permanent Total Disability

Disability which entirely prevents You or any Employee from doing work of any kind for at least 104 weeks, and shows no signs of ever improving.

Period of Insurance

This is the length of time covered by this insurance (as shown in Your Schedule) and any extra period for which We accept Your premium.

Premises

The buildings (including outbuildings) or portions of buildings in Your sole occupation at the Business Address including fixtures and fittings, boundary walls, gates and fences but excluding yard, garden or other open space belonging to You or for which You are responsible and are constructed of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or any other non-combustible material.

Schedule

The latest schedule issued by Us as part of Your Certificate.

Standard Gross Income

The Gross Income during the twelve month period prior to the date of the loss or damage which corresponds with the Indemnity Period, adjusted as necessary to reflect the Gross Income which would have been obtained had the loss or damage not occurred.

Stock

Stock and materials in trade which belong to You, or are Your legal responsibility. Stock does not include: motor vehicles and fitted accessories, livestock, deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection, cash, stamps or banknotes.

Temporary Total Disability

A disability caused directly by Injury which prevents You or any Employee from doing their usual business or occupation.

Terrorism

means an act, including but not limited to the use of force or violence and /or the threat of thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government(s), 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

Trade Contents

Business furniture, fixtures and fittings, plant and appliances and all other Business contents which belong to You, or are Your legal responsibility. Trade Contents does not include:

- motor vehicles and fitted accessories livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, stamps or banknotes.

All other Business contents includes:

- documents, manuscripts and Business books but only for the value of materials as stationery, together with the cost of clerical labour to reproduce them and not for the value to You of the information contained therein computer systems records but only for the value of the materials, together with the cost of clerical labour and computer time in reproducing them and not for the value to You of the information contained therein (limit of liability £5,000)
- telephone installations and gas and electric meters any external fixtures or fittings fixed to the Premises tenant's improvements and decorations
- pedal cycles, clothing and personal effects (except furs, jewellery and property otherwise insured) belonging to You or Your Employees up to £500 for any one person
- the shop front (excluding Glass in the shop front). Computers including software equipment

Unoccupied

When the Premises are closed for Business for a period in excess of seven consecutive days.

You/Your

The person, people or the company shown as the insured in Your Schedule

SECTION 1 PREMISES

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for loss or damage to the **Premises** during the **Period of Insurance** caused by the following events:

1. Fire, lightning, explosion or earthquake.
2. Aircraft or other aerial devices or articles dropped from them.
3. Storm or flood.
4.
 - a) Escape of water from water pipes, water mains, water tanks or water apparatus.
 - b) Escape of oil from any fixed heating installation.
5. Impact by any vehicle, train or animal.
6. Riot, civil commotion, strikers, persons taking part in labour disturbances or malicious persons or vandalism.
7. Falling trees or branches.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.
9. Theft or attempted theft.

What is not Covered

We will not pay for:

The amount of **Excess** stated in **Your Schedule**.

We will not pay for loss or damage:

caused by frost, subsidence, ground heave or landslip
to fences, gates, walls
caused by wet or dry rot, rust, corrosion or other wear and tear

whilst the water pipes, mains, tanks, apparatus or heating installations are being worked upon as a result of wet or dry rot, rust, corrosion or other wear and tear
caused by subsidence, heave or landslip whilst the **Premises** are **Unoccupied**
caused by sprinkler leakage

arising from nationalisation, confiscation, destruction, seizure or requisition by order of the Government or any Public Authority
if any **Premises** are **Unoccupied**
resulting from cessation of work

caused by cutting down or trimming trees or branches
to fences and gates

whilst such apparatus are being worked upon

caused by theft or attempted theft not involving entry or exit from the **Premises** by forcible and violent means
in respect of any **Premises** which are **Unoccupied**.

ADDITIONAL COVER UNDER THIS SECTION

ACCIDENTAL DAMAGE

(This section is effective only if specified in **Your Schedule**)

Section 1 is extended to include **Accidental Damage** to the **Premises** during the **Period of Insurance**.

We will not pay for:

the amount of **Excess** stated in **Your Schedule**

indirect loss of any description

any cause or loss or damage specifically excluded from events 1 to 9

the cost of clearing blocked sewer pipes, drains, soakways, pipes or underground tanks.

We will not pay for loss or damage caused by:

latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment

variations in temperature or humidity, frost, contamination, pollution, wear and tear, marring, scratching, moth, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecorating or renovating any product or any gradually operating cause

subsidence, ground heave, landslip, settlement, shrinkage, expansion, collapse or cracking of the

Premises

corrosion, dampness, dryness, wet or dry rot, marring or scratching

acts of fraud or dishonesty

unexplained losses or shortages, misfiling of information

any cause specifically excluded in the General Exclusions.

We will not pay for loss or damage to:

property in transit

property or structures in course of construction or erection and materials or supplies in connection with all such property
gates or fences.

LOSS OF RENT

(This section is effective only if specified in **Your Schedule**)

This section is extended to include loss of rent should loss or damage by an event covered under Section 1 (Premises) render the **Premises** unfit for occupation and the amount payable will not exceed 10% of the sum insured on the **Premises** for a maximum term of twelve months.

SELLING YOUR BUILDINGS

If **You** sell **Your Premises**, from the date **You** exchange contracts **We** will give the buyer the benefit of Section 1 (Premises) until the sale is completed, provided that they have no other insurance and they keep to the terms of the **Certificate**.

ACCIDENTAL DAMAGE TO SERVICES

When **You** are responsible as owner of the **Premises**, **We** will pay the cost of repairs caused by damage happening during the **Period of Insurance** to the underground sewage, drainage, water, gas, telephone, electricity and cable television meters, pipes, wires and cables from the **Premises** to the public mains. Provided such damage is not caused by rust, corrosion or other wear and tear. **We** will not pay for the cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.

SETTLING CLAIMS

We will pay the full cost of repair or reinstatement of the damaged part of the **Premises**. Provided that the work is done without delay or at **Our** option, **We** will arrange for the work to be carried out. However, **We** will take off an amount for wear, tear and depreciation if the **Premises** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **Premises** when new.

We will also pay:

- the cost of removing debris, clearing the site and demolishing or supporting parts of **Your Premises** which have been damaged, in order to make the site safe
- the reasonable cost of architects, surveyors and legal fees necessarily incurred in the repair or rebuilding
- the extra costs of rebuilding or repairing the damaged parts of **Your Premises** to meet any regulations or laws imposed by Acts of Parliament or Local Authorities.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the **Premises** (except the foundations of the damaged parts)
- costs involved in meeting regulations and laws if notice was served on **You** before the loss or damage happened
- costs or expenses arising from the pollution or contamination of property not insured by this **Certificate**.

SUM INSURED

The sum insured is declared by **You** and should represent the full cost of rebuilding the **Premises** and include an amount for professional fees and removing debris. The most **We** will pay under Section 1 (Premises) is the sum insured shown on the **Schedule** for **Premises**.

UNDER-INSURANCE

If at the time of any loss or damage the cost of rebuilding the whole of the **Premises**, in a condition similar in size, shape and form, is more than the sum insured, **We** will pay only for the loss or damage in the same proportion. For example, if **Your** sum insured only covers two-thirds of the cost of rebuilding **Your Premises**, **We** will only pay two-thirds of the claim.

SECTION 2 TRADE CONTENTS

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for loss or damage to the **Stock** or **Trade Contents** during the **Period of Insurance** whilst within the **Premises** caused by the following events:

1. Fire, lightning, explosion or earthquake.
2. Aircraft or other aerial devices or articles dropped from them.
3. Storm or flood.
4.
 - a) Escape of water from water pipes, water mains, water tanks or water apparatus.
 - b) Escape of oil from any fixed heating installation.
5. Impact by any vehicle, train or animal.
6. Riot, civil commotion, strikers, persons taking part in labour disturbances or malicious persons or vandalism.
7. Falling trees or branches.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.
9. Theft or attempted theft.

What is not Covered

We will not pay for:

- the amount of the **Excess** stated in **Your Schedule**.

We will not pay for loss or damage:

caused by frost

caused by exposure to weather conditions of **Stock** or **Trade Contents** left in the open to **Stock** and **Trade Contents** in any cellar or basement unless placed on racks at least 150mm above floor level

whilst the **Premises** are **Unoccupied** to **Stock** and **Trade Contents** in any cellar or basement unless placed on racks at least 150mm above floor level

whilst water pipes, mains, tanks, apparatus or heating installations are being worked upon caused by sprinkler leakage resulting from the cost of the water and oil

arising from nationalisation, confiscation, destruction, seizure or requisition by order of the Government or any Public Authority resulting from cessation of work if any **Premises** are **Unoccupied**

caused by cutting down or trimming trees or branches

whilst such apparatus are being worked upon

caused by theft or attempted theft not involving entry or exit from the **Premises** by forcible and violent means

in respect of any **Premises** which are **Unoccupied** Where any **Employee** or member of **Your** family is involved as principal or accessory.

ADDITIONAL COVER UNDER THIS SECTION

TRADE CONTENTS TEMPORARILY REMOVED

We will pay up to 10% of the sum insured on **Trade Contents** for loss or damage caused while temporarily removed from the **Premises** for cleaning, renovation or repair whilst within any building elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands excluding transits to and from.

LOSS OF METERED WATER

We will pay up to a maximum of £1,000 during the **Period of Insurance** for loss of metered water from the **Premises** following loss or damage by an event covered under Section 2 (Trade Contents).

REPLACEMENT OF LOCKS

We will pay up to a maximum of £500 for the necessary replacement of locks to the **Premises** or to any safe in the **Premises** following the theft of keys.

SEASONAL INCREASES

The sum insured on any item of **Stock** as described in **Your Schedule** will be increased for November, December and January by 10% (or any other three month period which **You** specify).

ACCIDENTAL DAMAGE

(This section is effective only if specified in **Your Schedule**)

Section 2 (Trade Contents) is extended to include

Accidental Damage to the **Stock** or **Trade Contents** during the **Period of Insurance** whilst within the **Premises**.

We will not pay for:

- the amount of the **Excess** stated in **Your Schedule**
- clerical error or omission, any unexplained cause or shortage discovered after inventory, or due to shortage in supply or delivery
- indirect loss of any description
- any cause or damage specifically excluded from events 1-9.

We will not pay for loss or damage caused by:

- latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment
- variations in temperature or humidity, frost, contamination, pollution, wear and tear, marring, scratching, moth, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecorating or renovating any product or any gradually operating cause
- mechanical or electrical breakdown, failure or derangement or from adjustment maintenance or repair
- corrosion, dampness, dryness, wet or dry rot, marring or scratching
- acts of fraud or dishonesty
- unexplained losses or shortages, misfiling of information
- any cause specifically excluded in the General Exclusions.

We will not pay for loss or damage to:
gaming/vending machines and the baize playing surfaces of games tables when in use
property or structures in course of construction or erection and materials or supplies in connection with all such property.

TRADE CONTENTS EXTENSION

(This section is effective only if specified in **Your Schedule**)

What is Covered

We will pay for loss, damage or theft to **Trade Contents** shown in **Your Schedule** anywhere in Europe.

What is not Covered

We will not pay for:

the amount of **Excess** stated in **Your Schedule**

mechanical or electrical breakdown
loss or theft from an unattended road vehicle
loss by official confiscation or detention
any property otherwise covered
Money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses
any items over £1,000 unless specified.

We will not pay for loss or damage caused by:

wear and tear or gradual deterioration, moth or vermin or climatic conditions
cracking, scratching or breakage of records, **Glass** or other brittle material
any process of cleaning, alteration, maintenance or repair.

SETTLING CLAIMS

We will pay:

1. The amount of the loss or damage or, if **We** choose, effect repair or replacement. The basis for settlement will be:
 - a) the cost of replacing **Stock** at trade prices current at the time when the loss or damage occurs
 - b) the cost of reinstating **Trade Contents** as new provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear, tear and depreciation.
2. The cost of removing debris of the **Trade Contents** and **Stock** at the **Premises** following damage.

We will not pay costs or expenses arising from pollution or contamination of property not insured by this **Certificate**.

SUM INSURED

The sum insured should represent the cost of replacing all of the **Trade Contents** as new and **Stock** at current trade prices. The most **We** will pay under Section 2 (Trade Contents) is the sum insured shown on the **Schedule** for trade risks.

UNDER-INSURANCE

If, at the time of loss or damage, the full cost of replacing **Stock** or **Trade Contents** as new is more than the sum insured, **You** will have to pay a share of the claim. For example, if **Your** sum insured only covers two-thirds of the replacement value of **Your Stock** or **Trade Contents**, **We** will only pay two-thirds of any claim.

SECTION 3 BUSINESS INTERRUPTION

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for:

1. the amount by which the **Gross Income** during the **Indemnity Period** falls short of the **Standard Gross Income**
2. the difference between **Book Debts** and the amounts received or traced following damage
3. additional expenses reasonably incurred during the **Indemnity Period** to minimise or avoid a reduction in **Gross Income**
4. auditors and accountants fees incurred in providing details required by **Us** in connection with a claim

following interference or interruption to **Your Business** during the **Period of Insurance** by the following events:

1. loss or damage occurring at the **Premises** for which liability has been admitted by **Us** following events 1-9 of Section 2 (Trade Contents)
2. loss or damage at the **Premises** for which liability has been admitted by the insurers of the buildings
3. denial of access to the **Premises** as a result of loss or damage to a neighbouring property by any cause listed in events 1-9 of Section 2 (Trade Contents)
4. failure of the supply of water, electricity or gas to the **Premises**
5. loss or damage to the **Premises** of **Your** suppliers by any cause listed in events 1-9 of Section 2 (Trade Contents)

What is not Covered

We will not pay for:

interference or interruption caused by loss or damage which is excluded by Section 1 (Premises)

loss arising from the deliberate act of the supply authority
failure of any electricity, gas or water supply provided by **You**
any failure lasting less than 30 consecutive minutes failure caused by strikes or any labour or trade dispute
failure caused by drought, other atmospheric or weather conditions but not excluding any failure due to damage to equipment caused by such conditions any amount exceeding 20% of the **Sum Insured** for **Gross Income** shown in **Your Schedule**.

6. murder, disease or public health closure loss resulting from interruption of or interference with the **Business** by the following contingencies:
- a) murder or suicide at the **Premises**
 - b) contagious and/or infectious human disease, an outbreak of which a competent Public Authority has stipulated shall be notified to them manifested by any person whilst at the **Premises**
 - c) closure in whole or in part of the **Premises** by a competent Public Authority due to vermin or following defects in drains or other sanitary arrangements at the **Premises**
 - d) food or drink poisoning contracted at the **Premises**.

SETTLING CLAIMS

If the loss or damage occurs in the first trading year, the payment shall be based on the trading figures immediately prior to the loss.

The **Indemnity Period** will commence at the time the loss or damage occurred or in respect of event 6 when the restrictions are applied and end when the restrictions are removed.

We will take into account in calculating the payment:

- a) any reduction of **Business** charges or expenses during the **Indemnity Period** due to the interference or interruption
- b) any income earned from conducting the **Business** away from **Your Premises** during the **Indemnity Period**.

SUM INSURED

The maximum amount **We** will pay is the limit of indemnity stated in **Your Schedule** except for the following:

- a) events 5 and 6, where the most **We** will pay is £25,000
- b) **Book Debts** where the most **We** will pay is £10,000.

CONDITIONS APPLICABLE TO THIS SECTION

CEASING TRADING

The sub-section will be of no effect if the **Business** be wound up, carried on by a liquidator or receiver or permanently discontinued unless such alteration has been agreed in writing by **Us**.

STORAGE OF ACCOUNTS

You must keep **Your Business** accounts and other **Business** books and records containing customers' accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance when not in use, or store such records elsewhere than at the **Premises**.

VAT

To the extent that **You** are accountable to the Tax Authorities for Value Added Tax all forms in this sub-section shall be exclusive of such tax.

SECTION 4 LIABILITY

(This section is effective only if specified in **Your Schedule**)

COVER

Employers Liability

What is Covered

We will pay:

Your legal liability for **Bodily Injury** sustained by any **Employee** which arises out of and in the course of his/her employment by **You** in connection with **Your Business**.

1. All sums **You** become legally liable to pay for any claim for damages settled or defended with **Our** consent and the claimant's costs and expenses.
2. All costs and expenses **You** incur with **Our** consent in defending any claim for damages.
3. Solicitors fees **You** incur with **Our** consent for:
 - a) representation at any coroner's inquest or fatal enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the **Bodily Injury** is caused during the **Period of Insurance** within the **Geographical Limits**.

What is not Covered

We will not pay any liability:

for **Bodily Injury** or disease sustained by any **Employee**

- i) on any offshore installation or support or accommodation vessel for any offshore installation or
- ii) in transit to from or between any offshore installation or support or accommodation vessel arising in connection with the use of power driven woodworking machinery other than lathes, fret saws, boring machines, sanding machines and mechanically driven portable tools applied to the work by hand other than pendulum and swing saws for which compulsory motor insurance or security is required under either of the following
 - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
 - iii) or any other compulsory road traffic legislation.

LIMIT OF LIABILITY

The most **We** will pay is as specified in **Your Schedule** for any one claim against **You** or by **You** or series of claims against **You** or by **You** arising out of one cause.

This amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where **We** agree to indemnify more than one party then nothing in this **Certificate** shall increase **Our** liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

EXCEPTIONS TO EMPLOYERS LIABILITY COVER

FAMILY EXCEPTION

We shall not indemnify **You** under this Section against liability for Bodily Injury sustained by any **Employee** closely related to **You**.

For the purposes of this exception, closely related shall mean, husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

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

TERRORISM EXCEPTION

Our liability under this Section for damages, costs and expenses payable in respect of any one claim against **You** or series of claims against **You** arising out of **terrorism** shall not exceed £5,000,000.

WORK OFFSHORE

We shall not indemnify **You** under this Section against liability arising offshore.

ASBESTOS

Our liability under this Section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, shall not exceed £5,000,000. It is a condition precedent to **Our** liability **You** do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

EXTENSIONS TO THE EMPLOYERS LIABILITY COVER

(Subject to the terms, limits, exclusions and conditions of the section)

1. Health And Safety At Work

We will indemnify **You** and, at **Your** request, any director or partner of yours or any **Employee** against legal costs and expenses incurred in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**, including legal costs and expenses incurred, with **Our** consent, in an appeal against conviction or prosecution costs awarded against **You** arising from such proceedings.
Provided that the proceedings relate to the health, safety and welfare of **Employees**.

This extension does not cover the payment of fines or penalties.

Non-Manual Work Abroad

- 2.** This insurance applies anywhere in the world where **Your** directors or any **Employee** or partners are on temporary visits on **Your Business** for the purpose of non-manual work.
Provided that they are normally resident within the **Geographical Limits**.

Special Conditions

1. Certificate of Employers Liability Insurance

If **You** cancel this **Certificate**, or the Employers Liability section of this **Certificate**, any certificate of Employers Liability insurance issued hereunder is similarly cancelled from the same date.

All the extensions to the Employers Liability cover are subject to the following:

We shall not be liable under these extensions unless **We** have the sole conduct and control of all claims.
These extensions shall not apply to any liability which is insured under any other Certificate.
The most **We** will pay will not increase and **We** will not pay more than stated.
These extensions are subject to the terms, limitations and conditions of the **Certificate**.

Public and Products Liability

What is Covered

We will pay for:

all sums which **You** shall become legally liable to pay as compensation for:

1. **Bodily Injury** to any person
2. **Accidental Damage** to material property.

Provided that the **Bodily Injury** or **Accidental Damage** is caused:

during the **Period of Insurance**
within the **Geographical Limits**

in connection with the **Business** at the **Premises** or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the **Business**.

What is not Covered

We will not pay any liability:

from **Bodily Injury** sustained by any **Employee** or director in the course of his employment by **You** in connection with the **Business** arising from professional advice given by **You** for a fee or in circumstances where a fee would normally be charged arising out of treatment or the dispensing of medicines or drugs in respect of the first £500 of each and every claim for damage to property which arises from ownership of the **Premises** for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the **Business**

for loss or damage to property which belongs to **You** or is held in trust by **You** or borrowed, rented, leased, or hired for use by **You**

This shall not apply to:

- i) personal property (including vehicles and contents) of **Your** visitors, directors or any **Employee**
- ii) buildings or their contents temporarily occupied by **You** for the purpose of carrying out work
- iii) **Premises** rented, hired, leased or lent to **You** unless the liability attaches solely because of a contract or agreement

for loss or damage to that part of any property upon which **You** or **Your Employee** has been working where the damage is a direct result of such work for liquidated damages or fines or penalties which attach solely because of a contract or agreement **Bodily Injury** or loss or damage to property caused

by or in connection with anything sold or supplied by **You** which to **Your** knowledge are directly or indirectly exported to the United States of America or Canada

arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **You** or on **Your** behalf:

- i) which is licensed for road use
- ii) for which compulsory motor insurance or security is required to be insured under any legislation governing the use of such vehicle

arising out of manual work undertaken away from the **Premises** other than collection or delivery by **You** or **Your Employee**

arising from the ownership, possession or use by **You** or on **Your** behalf of:

- i) craft designed to travel through air or space
- ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

LIMIT OF LIABILITY

The most **We** will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is as specified in **Your Schedule**. For claims arising from commodities or goods sold, supplied, repaired or serviced by **You** or on **Your** behalf, the most **We** will pay for any one **Period of Insurance** is as specified in **Your Schedule**. **We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **Our** consent.

EXCEPTIONS TO THE PUBLIC AND PRODUCTS LIABILITY COVER

TERRORISM EXCEPTION

We shall not indemnify **You** under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

FAMILY EXCEPTION

We shall not indemnify **You** under this Section against liability for Bodily Injury sustained by **You** or any person closely related to **You**.

For the purposes of this exception, closely related shall mean, husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

COMPONENT BUILDING MATERIAL EXCEPTION

We shall not indemnify **You** under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

FUNGUS, MOULD and MILDEW EXCLUSION

We shall not indemnify **You** under this Section against:

1. damages, direct or indirect, on account of "**bodily injury**", "property damage", "personal or advertising injury", or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. 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 or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. any obligation or duty to defend any actions on account of "**bodily injury**", "property damage", "personal or advertising injury" or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens;

irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For purposes of this exclusion, "**bodily injury**" shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

ASBESTOS

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

Extensions to the Public Liability Cover

(Subject to the terms, limits, exclusions and conditions of this section)

1. Contractual Liability

a) Public Liability

In respect of liability assumed by **You** by agreement and which would not have attached in the absence of such agreement, the indemnity by this section will only apply if the control of claims is vested in **Us**.

b) **Product Liability**

This section shall not apply in respect of liability assumed by **You** by agreement, other than liability arising out of a condition or warranty of goods implied by law, unless such liability would have attached notwithstanding such agreement.

2. **Defective Premises Act 1972**

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

We shall not be liable under this extension:

in respect of such **Bodily Injury** or loss or damage happening prior to such disposal for the cost of remedying any defect or alleged defect which

- a) results or
- b) if not remedied may result

in **Bodily Injury** or loss or damage to property as aforesaid

if **You** are entitled to indemnity from any other source for **Bodily Injury** or loss or damage in connection with **Premises** which were owned by **You**

3. **Non-Manual Work Abroad**

This insurance applies anywhere in the world where **Your** directors, **employees** or partners are on temporary visits on **Your Business** for the purpose of non-manual work. Provided that they are normally resident within the **Geographical Limits**.

4. **Cross Liabilities**

If **You** comprise more than one party, this section shall be construed as though separate policies has been issued to each provided that nothing in this extension will operate to increase **Our** liability beyond the amount for which **We** would have been liable had this extension not applied.

5. **Tenant's Liability**

(this does not apply if **You** are the owner of the **Premises**)

This **Certificate** covers **Your** legal liability as tenant for loss or damage to the **Premises** or to landlord's fixtures and fittings directly caused by any of the events listed in 1-9 of Section 2 (Trade Contents). The most **We** will pay is ten percent (10%) of the sum insured on **Trade Contents**.

All the extensions to the Public Liability cover are subject to the following:

We shall not be liable under these extensions unless **We** have the sole conduct and control of all claims. These extensions shall not apply to any liability which is insured under any other Certificate. The most **We** will pay will not increase and **We** will not pay more than stated.

These extensions are subject to the terms, limitations and conditions of the **Certificate**.

Property Owners Liability

(This section is effective only if specified in **Your Schedule**)

What is Covered:

Any amounts which **You**, as owner of the **Premises**, become legally liable to pay as compensation for an accident, occurring during the **Period of Insurance**, which causes **Bodily Injury** to a person or loss or damage to property

The most **We** will pay for any claim or claims arising from any one event is as specified in **Your Schedule** plus costs agreed by **Us** in writing.

Your legal liability under Section 3 of The Defective Premises Act 1972 or Section 5 of The Defective Premises Act (Northern Ireland) Order 1975 in connection with any **Premises** which has been disposed of by **You**. Provided that **You** have no other more specific insurance in force.

What is not Covered

Any liability:

arising from an agreement which imposes a liability which **You** would not otherwise have been under arising from the occupation of the **Premises** for loss or damage to property owned or in trust by **You** or in **Your** custody or control for **Bodily Injury** to any **Employee** for the cost of remedying any defect or alleged defect in the **Premises**. arising out of any renovation, construction or refurbishment work..

SECTION 5 GOODS IN TRANSIT

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for **Accidental Damage to Stock** and **Trade Contents** covered:

while it is being loaded onto, carried by or unloaded from any enclosed vehicle by **You** or any of **Your Employees**

having been dispatched by **You** by road, rail or post before its arrival at the final destination

within the **Geographical Limits** during the **Period of Insurance**.

What is not Covered

We will not pay for:

the amount of **Excess** stated in **Your Schedule**

loss or damage caused by theft or attempted theft or unexplained shortages from any unattended vehicle unless

a) all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition or other services removed

and

b) during the hours from 9:00 pm to 6:00 am such vehicle is in a securely locked building or guarded security park

wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination

any claim arising as a result of failure to make proper and complete declarations required by carriers or failure to obtain receipts for parcels, packages or consignments sent by rail, road, post or other carriers

loss or damage due to natural deterioration. livestock

damage to glass, china and other items of a similar brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the vehicle

SETTLING CLAIMS

We will pay for the loss or damage or if **We** choose effect repair or replacement.

The basis for settlement will be:

- a) the cost of replacing **Stock** and materials in trade at trade prices current at the time when the loss or damage occurs
- b) the cost of reinstating other **Trade Contents** as new provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear, tear and depreciation.

SECTION 6 FREEZER STOCK

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for loss or damage to the **Stock** contained in any **Appliance** during the **Period of Insurance** caused by change in the temperature resulting from:

the electricity or gas supply accidentally failing or the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device.

What is not Covered

We will not pay for:

the amount of the **Excess** stated in **Your Schedule**

loss or damage

- caused by **Your** deliberate act or neglect
- caused by the deliberate act of the supply authority or its employees (including strike action)
- if **Your** gas or electricity supply is cut off because **You** have not paid a bill

any indirect loss.

SETTLING CLAIMS

We will replace or, at **Our** option, pay the cost of replacing such **Stock** at trade prices current at the time when the loss or damage occurs.

SECTION 7 PERSONAL ACCIDENT (ASSAULT)

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay up to the sum insured shown below if **You** or any **Employee** suffers **Bodily Injury** solely and directly as a result of violent attack during the course of the **Business** during the **Period of Insurance** which results in any of the following events:

1. **Death**
Sum insured £5,000
2. **Loss of a Limb**
Sum insured £5,000
3. **Permanent and total loss of sight in one or both eyes**
Sum insured £5,000
4. **Permanent Total Disability** other than disablement as stated in events 2 and 3
Sum insured £5,000
5. **Temporary Total Disability**
Sum insured £50 per week for as long as **You** or any **Employee** continues to be disabled, up to a maximum of 52 weeks from the date of the accident.

What is not Covered

We will not pay for death or disablement:

directly or indirectly caused or contributed to by a physical or mental disability, or ongoing or recurring medical condition, from which **You** or any **Employee** suffered, which occurred or was known to **You** or any **Employee** before the **Period of Insurance** if **You** or any **Employee** fails to get and act on advices from a registered medical practitioner as soon as possible sustained by any person who has not attained 16 years of age or who has attained 70 years of age the first 28 days of each period of **Temporary Total Disability**.

SETTLING CLAIMS

We will not pay for more than one insured event.

Benefit for event 5 is payable in arrears at intervals of four weeks for up to 52 weeks in total for any one injury.

We will also pay for loss or damage to personal effects and **Money** belonging to **You** or any **Employee** caused by violent attack during the course of the **Business** subject to a limit for any one person of £250.

SECTION 8 MONEY

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for:

1. loss of **Money** held in connection with the **Business** happening during the **Period of Insurance** either
 - in transit or in a bank night safe. Limit as specified.
 - in **Your Premises** during the **Business Hours** Limit as specified.
 - in a locked safe in **Your Premises** outside **Business Hours**. Limit as specified.
 - in the **Premises** outside **Business Hours** (limit £500)
 - in **Your** home or that of any authorised **Employee** outside **Business Hours** (limit £250) in a gaming, amusement or vending machine (limit £250)
1. loss of crossed cheques, credit company sales vouchers and other non-negotiable forms of payment (limit £250,000)

Provided that:

- where **Money** in transit covered by item 1. exceeds £3,000, it must be accompanied by at least two able-bodied adults
- where **Money** in transit covered by item 1. exceeds £4,000, it must be accompanied by at least three able bodied adults

What is not Covered

We will not pay for:

- the amount of the **Excess** stated in **Your Schedule**
- loss arising from the dishonesty of any director, partner or **Employee** unless discovered and reported to **Us** within 14 days of its occurrence
- loss of value or shortages due to mistakes loss from any unattended vehicle
- any losses which are not reported to the police within 24 hours of discovering the loss
- any indirect loss or mysterious disappearance of **Money** the property of the Post Office
- loss arising from keys and/or combination codes to safes being left on **Your Premises** outside **Business Hours** or left unattended unless deposited in a secure place not in the vicinity of any safe.

SECTION 9 GLASS AND SANITARY FITTINGS

(This section is effective only if specified in **Your Schedule**)

COVER

What is Covered

We will pay for:

1. breakage of **Glass** during the **Period of Insurance**
2. loss or damage to framework, consequent on the breakage of **Glass** during the **Period of Insurance**
3. the cost of temporary boarding-up pending replacement of the broken **Glass** and the removal or replacement of any fixtures and fittings which may have to be removed to replace the **Glass** during the **Period of Insurance**
4. loss or damage to external fixed signs.

What is not Covered

We will not pay for:

the amount of the **Excess** stated in **Your Schedule**.

We will not pay for loss or damage:

due to defects in framework or other fittings resulting from repairs or alterations to the **Premises** due to scratched, cracked or insecurely fixed **Glass** whilst the **Premises** are **Unoccupied** to **Glass** forming part of **Your Stock**.

We will not pay for loss or damage arising from:

adjustment, repair, dismantling or erection of any part whilst removed from its normal working position mechanical or electrical breakdown.

SETTLING CLAIMS

We will pay the amount of the loss or damage or, if **We** choose, effect repair or replacement.

The limit of **Our** liability for loss or damage will not exceed the amount stated in **Your Schedule**.

GENERAL EXCLUSIONS

(Applying to the whole **Certificate**)

This **Certificate** will not cover:

1. REQUISITION OR CONFISCATION OF PROPERTY

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

2. LOSS OF VALUE

Loss of market value beyond the cost of repair or replacement.

3. RADIOACTIVITY

Loss or damage to any property, any resulting loss or expense, any indirect loss or any legal liability directly or indirectly caused by, contributed to or arising from:

ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4. WAR RISKS

Loss or damage arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection military or usurped power.

5. PRESSURE WAVES

Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6. ELECTRONIC DATA EXCLUSION CLAUSE

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss or 2. any legal liability of whatsoever nature

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

computer viruses, erasure or corruption of electronic data
the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion, computer virus means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. ERASURE OF RECORDS

Erasure or distortion of computer systems records mounted in or on any computer equipment unless the computer equipment is damaged at the same time.

8. WEAR AND TEAR

Wear and tear, corrosion, rot of any kind or any gradually operating cause.

9. POLLUTION

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected.

The whole event must happen at a specific time and place during the **Period of Insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from **Your** fixed water apparatus or heating systems. However, this depends on conditions of this document.

10. WATER TABLE

This Insurance does not cover Damage attributable solely to changes in the water table level.

11. TERRORISM

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

(a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority Act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

(b) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 4 - Employers Liability, Public Liability and Products Liability

In any action suit or other proceedings where the Insurers allege that by reason of Policy Definition Act of Terrorism any claim hereunder is not covered by this Policy the burden of proving that such claim hereunder is covered shall be upon you

This Exclusion shall apply to all Sections of this Policy other than Section 4 - Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

12. NORTHERN IRELAND

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

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

Note - **Unlawful association** means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Certificate the burden of proving that such loss, destruction or damage is covered shall be upon **You**.

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

13. UK MILLENIUM ENDORSEMENT COMMERCIAL NAMED PERILS

This Insurance does not cover any loss or damage or any indirect loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000,

- (i) correctly to recognise any date as its true calendar date
 - (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date
- but this shall not exclude:

- (a) any ensuing loss or damage to property insured;
 - (i) resulting from a peril insured under this Insurance and
 - (ii) which is not otherwise excluded;
- or
- (b) any indirect loss, as covered under this Insurance, which may arise from such ensuing loss or damage.

Provided that nothing in this endorsement or any other provision or extension of this Insurance shall be construed to extend the liability of **Us** to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property is **Yours** or not.

14. ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not. This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

15. PUNITIVE DAMAGES

This certificate does not for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever

GENERAL CONDITIONS

(Applying to the whole **Certificate**)

In the following conditions, the word **You** also includes any other person insured under the **Certificate**.

1. MINIMUM SECURITY

Loss or damage caused by theft or attempted theft of not covered unless devices for the security of the **Premises** are installed in accordance with the following specification and all such devices are put into full and effective operation at night and whenever the **Premises** are closed for **Business** or left unattended.

Specification

- 1 All external doors of the **Premises** occupied by **You** and any internal doors which give access to any part of the **Premises** not occupied by **You** must be fitted and secured with one of the following:
 - i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621: 1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621: 1980 which is approved by **Us** in writing.
- 2 Any outward opening external doors of the **Premises** occupied by **You** and internal doors which give access to any part of the **Premises** not occupied by **You** must be fitted and secured with hinge bolts and the first closing leaf of any double leaf doors be fitted with internal flush or mortice rack bolts top and bottom in addition to the above requirements.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh securely fixed to surrounding brickwork or masonry.

Notes:

- i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise **Our** minimum security requirements. Where additional protections are required by **Us**, or where **We** agree to accept alternative security measures, **We** will specifically advise **You** in writing.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above.

2. IDENTIFICATION

The **Certificate Schedule** and any endorsements should be read as if they were one document.

3. DUTY TO TAKE PRECAUTIONS

You will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations.

4. ALTERATION OF RISK

You must tell **Us** of any change of circumstances after the start of the insurance which increased the risk of **Injury** or **Damage**. **You** will not be insured under the **Certificate** until **We** have agreed in writing to accept the increased risk.

5. FRAUD

If **You** make a fraudulent claim under this **Certificate** **We** shall not be liable to pay the **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that the **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to the **You** treat this **Policy** as terminated with effect from the date of **Your** fraudulent act.

6. CANCELLATION

You may cancel this **Certificate** by giving **Us** notice in writing. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** (as long as **You** have not made a claim). **We** may cancel this **Certificate** by sending **You** 14 days notice by recorded delivery to **Your** last known address. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** (as long as **You** have not made a claim).

7. ARBITRATION

If **We** accept **Your** claim, but disagree over the amount due to **You**, the matter will be passed to an arbitrator who both **You** and **We** agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

9. UNOCCUPANCY

You must tell **Us** immediately when **Your Premises** or part of **Your Premises** become **Unoccupied** and pay an additional premium if required. **We** shall have the right to change the terms and conditions of the **Certificate** and **You** must action any risk improvement that **We** may require.

10. OTHER INSURANCES

Other than for personal accident benefits, when any claim arises for which there is any other insurance in force covering the same matter, **We** will only pay **Our** rateable proportion. Nothing in such other **Certificate** will operate to increase **Our** liability.

11. REINSTATEMENT OF SUMS INSURED AFTER LOSS

In the event of a claim, in the absence of written notice by **Us** or **You** to the contrary, all sums insured will be maintained provided that **You** pay the additional premium.

12. OBSERVANCE OF TERMS

The terms, conditions and endorsements of **Your Certificate** in so far as they relate to anything to be done or complied with by **You** are duly and faithfully observed and fulfilled by **You**.

13 CLAIMS PROCEDURE

- a) Upon learning of any circumstances likely to give rise to a claim **You** must:
- tell **Us** as soon as reasonably possible to give **Us** all the assistance **We** may reasonably require
 - as soon as reasonably possible tell the Police if the loss or damage is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people or if Money or non-negotiable instruments have been lost
 - as soon as is reasonably possible send to **Us** any writ or summons issued against **You**
 - supply at **Your** own expense full details of the claim in writing including any supporting evidence and information that **We** require within the following periods
 - i) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the **Indemnity Period** under Section C (Business Interruption)
 - iii) 30 days after any other damage, interruption or **Bodily Injury**
 - take action to minimise the damage and to avoid interruption or interference with the **Business** and to prevent further injury or damage.
- b) **We** shall have the right to settle a claim by:
- the payment of **Money**
 - reinstatement or replacement of the property lost or damaged
 - repair of the property lost or damaged.
- If **We** decide upon reinstatement, replacement or repair, **We** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** shall not spend on any one item more than its sum insured.
- c) **We** have the right to the salvage of any insured property.
- d) **You** must not admit, deny, negotiate or settle any claim without **Our** written consent.
- e) **We** are entitled to:
- take the benefit of **Your** rights against another person before or after **We** have paid a claim
 - take over the defence or settlement of a claim against **You** by another person.
- f) **We** have the right to enter the **Premises** where the damage has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

ENDORSEMENTS

(The following apply only if indicated in **Your Schedule**)

The general terms, conditions and exceptions apply to all endorsements.

Endorsement Number

S1 INTRUDER ALARM

Loss or damage caused by theft or attempted theft is not covered unless:

- a) the intruder alarm is installed in accordance with the specification or system record approved by **Us** and is put into full and effective operation at night and whenever the **Premises** are closed for business or left unattended

Note:

We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and **You** have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn.

- b) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by **Us**
- c) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended.

Note:

Where **You** or one of **Your Employees** occupy part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

S2 STILLAGE WARRANTY

It is warranted that all items of **Stock** materials in trade and merchandise be stored on racks at least 150mm above the floor.

S3 DEEP FAT FRYING CLAUSE

It is warranted in respect of any deep fat frying range in the **Premises** that:

- a) a flame failure device is fitted if the range is gas or oil fired
- b) a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205° centigrade or the supplier's recommended temperature if that is less
- c) a high temperature limit control (of a non-self resetting type) be fitted to shut off the heat source if the temperature of the fat or oil exceeds 203° centigrade
- d) extraction of heat, fumes and/or combustion products be via an integral duct, or an overhead canopy and duct system, vented direct to the open
- e) all ducts be constructed of and supported by galvanised or stainless steel
- f) the grease trap, filter and other grease removal devices be cleaned at least once each week
- g) the grease extract ducting be cleaned at least once each year
- h) a service of the range be carried out by the manufacturer or installer (or as recommended by them by a competent company or person) at least once each year
- i) the fryers be attended, at all times, when the heat source is in operation
- j) a fire blanket (of an adequate size) be kept, at all times, in the vicinity of the range

- k) a minimum of two of the following fire extinguishing appliances be kept, at all times, in the vicinity of the range and be regularly maintained to ensure that they are in proper working order: CO₂, halogenated hydrocarbon, dry powder, foam.

S4 EXTRACTION AND COOKING EQUIPMENT

It is warranted that where present all cooking fume extraction canopies ductwork and the like be washed/wiped daily and cleaned at least once a year by independent contractors and that filter, traps and other grease removal devices therein be thoroughly cleaned at least once a month.

S5 UNOCCUPANCY CLAUSE

- a) It is Warranted that **Premises** are made secure against illegal entry and exit.
- b) It is Warranted that if the period of unoccupancy has exceeded six months then all windows are to be boarded up. In addition, letterboxes shall be sealed to prevent insertion of material.
- c) It is Warranted that the mains services are disconnected at source.
- d) Excluding losses arising out of building operations, renovation, or refurbishment.
- e) It is Warranted that the **Premises** are visited at least once per week to ensure there is no deterioration in the fabric of the building and that the above warranties continue to be complied with.
- f) Cover is restricted to fire, lightning, explosion and aircraft only.

S6 THEFT EXCLUSION

The following are not insured by this **Certificate**:

- a) theft or attempted theft
- b) breakage of **Glass** and other damage caused by theft or attempted theft or any resultant loss of income
- c) loss of **Money** by theft and damage to safes caused by thieves.

S7 CO-INSURANCE CLAUSE

In respect of any valid claim for loss or damage to the property at the **Premises**, caused by theft or attempted theft, **You** shall bear the percentage amount in respect of each and every claim as stated in the **Schedule** alongside this endorsement number, or the minimum amount stated, whichever is the greater, as ascertained after the application of all the terms of the **Certificate** including any condition of average.

It is warranted that **You** shall not effect insurance in respect of these amounts stated in the **Schedule**.

S8 FLOOD EXCLUSION CLAUSE

We shall not indemnify the **You** against loss or damage caused by flood.

For the purpose of this clause, the word flood is understood to mean:

- a) escape of water from the normal confines of any natural or artificial watercourse (other than water tanks apparatus and pipes) or lake, reservoir, canal or dam
- b) inundation from the sea

whether resulting from storm or otherwise.

S9 STORM EXCLUSION CLAUSE

We shall not indemnify **You** against loss or damage caused by storm.

S10 WASTE WARRANTY

It is warranted that:

- a) in **Your** portion(s) of the **Premises**, all oily rags and greasy cloths be deposited in metal receptacles fitted with lids when not in use and removed from the buildings at the end of each working day
- b) all other combustible trade waste and refuse be removed from **Your** portion(s) of the **Premises** at the end of each working day.

S11 HEATING WARRANTY

It is warranted that, in **Your** portion(s) of the **Premises**, no artificial heating be used (other than by a conventional central system or by fixed appliances, fuelled by electricity or gas from the public supply) unless approved by **Us**.

S12 APPLICATION OF HEAT (AWAY FROM THE PREMISES)

Notwithstanding anything contained in this section to the contrary, this section does not cover liability in respect of **Bodily Injury**, loss or damage caused by or through or in connection with the application of heat away from the **Premises**.

S13 ROOF MAINTENANCE WARRANTY

It is warranted that the roof be of excellent repair and a further condition precedent to liability in respect of damage by storm, tempest and flood, that any flat felted roof portion of the within described **Premises** shall have been inspected at least once every two years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

S14 ELECTRONIC EQUIPMENT

Each item of electronic office equipment (for example PCs, laser printers or fax machines) with an individual replacement value of £2,500 or greater must be securely anchored to the desk workstation or to the structure of the building by means of lock down plates, the keys to which must have been removed from the **Premises** unless the **Premises** are occupied by **You** or **Your Employee** in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment.

S15 COMPUTER EQUIPMENT EXCLUSION CLAUSE

Notwithstanding anything stated in the **Certificate** to the contrary, **Trade Contents** does not cover computer equipment including computer disks and tapes.

S16 FLAMMABLES WARRANTY

It is warranted that flammables are kept in metal lidded containers when not in use. In addition, flammables when in use shall be limited to one day's supply on the **Premises** outside of the metal lidded containers.

S17 FIREWORK STORAGE

It is a condition of **Your Certificate** that any fireworks displayed at **Your Premises** are kept in a sealed glass cabinet. All other stock of fireworks must be kept in small quantities and stored in a fireproof container.

S18 TOY SAFETY REGULATIONS 1995

It is a condition of **Your Certificate** that all products must be manufactured and labelled in accordance with European Directive on Toy Safety Regulations 1995 (SI1995/204).

S19 COST PRICE BASIS

What **We** will pay for in respect of **Stock** is restated as follows:

The amount **We** Will pay will be based on:
the cost of replacing **Stock** at the cost price of the item(s) as recorded in your stock books.

S20 EXCLUSION OF PRODUCTS, ADVICE AND TREATMENT

We will not indemnify **You** under the liability section of **Your Certificate** for accidental Injury to any person not being an **Employee** or **Accidental Damage** to any property arising out of:

the supply or provision of goods or services other than proprietary branded goods sold in unopened containers as supplied by the manufacturers; the giving of advice or treatment.

S21 SUBSIDENCE, HEAVE AND/OR LANDSLIP

Subsidence, Heave or Landslip of any part of the site on which the **Premises** stands excluding

- a) damage in respect of any out-buildings, paths, drives and other surfaced areas, walls, gates and fences
- b) damage resulting from
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or the use of defective materials
 - v. fire, explosion, earthquake or escape of water from any tank apparatus or pipe
- c) damage which commenced prior to the inception of this cover
- d) damage occurring as a result of demolition, construction, structural alteration or repair of any property or ground works or excavation, at the same **Premises**
- e) the first £1,000 of each and every loss at each separate **Premises** as ascertained after the application of any condition of Average.

Special Condition

This extension shall be avoided if the risk is increased by reason of demolition, ground works, excavation or construction being carried out on the same or adjoining sites.