



## RETAIL PACKAGE INSURANCE POLICY

This Policy is effected by ERGO UK Specialty Limited  
on behalf of Great Lakes Insurance UK Limited and  
Beech Underwriting Agencies Ltd as their underwriting  
agents.

ERGO UK Specialty and Great Lakes Insurance are part of the Munich Re Group,  
one of the leading reinsurers and risk carriers worldwide.

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## INTRODUCTION

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This insurance is designed to provide cover for **Your** business assets and indemnity in respect of certain liability exposures.

The parties have entered into this contract in good faith and understand their respective obligations.

There are General Obligations contained in this **Policy** at pages 18-20 and Obligations / Conditions specific to certain sections (additional obligations/ conditions may also be imposed by endorsement) that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation/ condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered under separate Sections 1-11. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

General Exclusions applying to the **Policy** are set out in pages 45-47. **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions at page 48 set out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The General Definitions at pages 4-8 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify which Sections of this **Policy** are operative including the **Sums Insured** and/or **Limits of Indemnity**.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 14.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Your Broker** to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on pages 15-16.

## GENERAL DEFINITIONS

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Definitions are set out below unless otherwise shown in a particular Section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy**, **Schedule** or any endorsement relating to this **Policy** in bold type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

### Aircraft

Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

### Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Incident**.

### Bodily Injury (applicable to Sections 9-11 only)

**Death**, injury, illness or nervous shock.

### Broker

The insurance broker or adviser through whom **You** purchased this **Policy**.

### Building

The building(s) situated at the address(es) specified in the **Schedule** which include:

- a) landlord's fixtures and fittings;
- b) tenants' improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let;
- c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
- d) walls, gates and fences;
- e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility;
- f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials;
- g) landscaping, excluding external ponds and lakes;

all belonging to **You** or for which **You** are legally responsible.

### Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition of the whole or any part of any building, re-roofing and installation of cavity wall insulation at the **Premises**.

### Business

The business, as specified in the **Schedule** carried on in the **Territorial Limits** including the following activities:

- a) ownership use repair maintenance and decoration of **Premises** occupied by **You**;
- b) repair or maintenance of vehicles or plant owned or used by **You**;
- c) the provision and management by **You** of canteen, social, sports, educational and welfare organisation(s) for the benefit of any **Employee** and first aid, fire, security and ambulance services;

- d) participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the **Schedule**; and
- e) private work undertaken for **You**, in connection with the **Business**, by any **Employee** or for any director or **Employee** with **Your** previous consent.

### Business Interruption

**Business** interruption shall mean loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** of the type insured (and not excluded) by this **Policy** occurring during the **Period of Insurance** to property used by **You** at the **Premises** for the purpose of the **Business**.

### Compensation

The amount payable under the appropriate item specified in the **Schedule**.

### Computer System

The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

### Contract Works

The temporary or permanent works executed or in the course of execution by **You** or on **Your** behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection therewith.

### Costs and Expenses

- a) Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
- b) All costs and expenses, directly relating to the resolution of any claim against **You**, incurred by **You**, with **Our** prior written consent in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.

### Customers

All **Your** customers who obtain goods or services from **You** on a credit basis.

### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## GENERAL DEFINITIONS (CONTINUED)

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### Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

### Damage / Damaged

Accidental tangible physical loss, damage or destruction.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

### Death

Occurring within 12 months of **Injury** which is the sole and direct cause of death.

### Defined Peril

The words **Defined Peril** shall mean:

- a) fire, but excluding any **Damage** to the **Property Insured** caused by:
  - i) explosion resulting from fire;
  - ii) earthquake or subterranean fire;
  - iii) its own spontaneous fermentation or heating;
  - iv) its undergoing any heating process or any process involving the application of heat;
- b) lightning;
- c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under **Your** control;
- d) **Aircraft** or other aerial devices or articles dropped there from;
- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority;
  - ii) arising from cessation of work;

- f) theft or attempted theft;
- g) earthquake;
- h) storm excluding:
  - i) **Damage** by flood whether resulting from storm or otherwise;
  - ii) **Damage** attributable solely to a change in the water table level;
- i) flood excluding:
  - i) **Damage** attributable solely to a change in the water table level;
  - ii) **Damage** to stock stored in basements and/or at ground level unless stored on racks pallets or stillages at least 15cm above floor level
- j) overflowing, discharge or leaking of any sprinkler apparatus;
- k) escape of water from any tank, apparatus or pipe;
- l) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerials;
- m) leakage of beer or mineral water from storage containers or connected apparatus excluding:
  - i) the cost of replacing the beer and mineral waters;
  - ii) leakage of bottled stock;
  - iii) **Damage** to stock stored in basements and/or at ground level unless stored on racks pallets or stillages at least 15cm above floor level.

### Employee

Any person who is:

- a) employed under a contract of service or apprenticeship with **You**;
- b) a labour master or person supplied by him;
- c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
- d) self-employed and working for **You** and under **Your** control;
- e) hired to or borrowed by **You**;
- f) supplied to **You** for the purpose of study work or training experience;
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

### Excess

The first part of any claim which **You** must pay, after the application of any condition of average (where applicable). The applicable excess is stated in the **Schedule** if not stated in this **Policy**.

## GENERAL DEFINITIONS (CONTINUED)

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### Glass

All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises**.

### Gross Profit

The amount by which:

- a) the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amount of the opening stock and work in progress and the amount of the **Uninsured Working Expenses**.

*Note: The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation*

### Incident

- a) **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**; or
- b) Any of the contingencies in respect of which cover is provided by the Extensions, if operative, to Section 8 (in addition to the standard extensions, any operative optional extensions will be shown in the **Schedule**).

### Indemnity / Indemnify (Section 9 – 11 only)

The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the **Limits of Indemnity** as specified in the **Schedule**.

### Indemnity Period

The period beginning with the occurrence of the **Incident** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence thereof.

### Injury (applicable to Section 5 only)

Bodily injury, death, illness or nervous shock.

### Insured Event

**Damage to Property Insured** for which cover is provided and which is not otherwise excluded under this **Policy**.

### Insured Person

Any of **Your** directors, managers, partners or **Employees** aged not less than 16 years or more than 70 years.

### Licence

The **Licence** granted for the retail sale of excisable Liquor at the **Premises**.

### Loss of Limb(s)

Physical severance or the total or permanent loss of use of one or both arms, hands, legs or feet resulting solely and directly from **Injury** within 12 calendar months of such **Injury**.

### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

### Machinery, Plant and Equipment

Machinery, plant, equipment, fixtures, fittings, **Computer Systems** (excluding software), office machines and furniture and all other contents, being **Your** property or that for which **You** are legally responsible in the **Premises** specified in the **Schedule**.

“All other contents” includes:

- a) documents, manuscripts and business books, but only for the value of the materials as stationery together with the cost of clerical labour actually expended in reinstatement and not for the value of the information contained therein, for an amount not exceeding GBP2,500 in total;
- b) **Data Processing Media** (but subject to a sub-limit of £10,000 in the aggregate for all claims made in relation to **Damage** occurring during the **Period of Insurance** as set out in section 3 of the Cyber and Data Exclusion in the General Exclusions);
- c) patterns, models, plans and designs, but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise insured, and not for the value of the information contained therein, for an amount not exceeding GBP 2,500 in total;
- d) directors', **Employees**', visitors' and **Customers**' personal effects, pedal cycles, tools, instruments and the like, for an amount not exceeding GBP 250 in total in respect of any one person.

### Maximum Indemnity Period

The Period as stated in the **Schedule**.

### Medical Expenses

Necessary medical, hospital, surgical, manipulative, therapeutic and x-ray fees and nursing treatment, emergency dental and emergency optical charges incurred as a direct result of **Injury**. This shall be deemed to include the costs of medical supplies and ambulance hire.

### Money

Current coinage, bank and currency notes, uncrossed cheques, giro cheques, bankers' drafts, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, business travel tickets, gift vouchers and bills of exchange.

### Non-Negotiable Items

Crossed cheques, crossed national giro payment orders, crossed bankers' drafts, VAT purchase invoices, crossed postal orders, crossed money orders, national savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units.

## GENERAL DEFINITIONS (CONTINUED)

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### Offshore

From the time of embarkation by an **Employee** onto a vessel or **Aircraft** (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or **Aircraft** (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel.

### Outstanding Debit Balances

The total recorded debits adjusted for:

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Incident**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Incident**
- c) any abnormal condition of trade which had or could have had a material effect on the **Business**

so that the figures thus adjusted will represent as nearly as reasonably practicable those which would have been obtained at the date of the **Incident** had the **Incident** not occurred.

### Period of Insurance

The period from the effective date shown in the **Schedule** until midnight on the expiry date shown in the **Schedule**. This includes any subsequent period for which **We** may accept payment for renewal of this **Policy**.

### Permanent Total Disablement

The **Insured Person** being totally disabled solely and directly caused by **Injury** (not resulting in **Loss of Limb(s)** or **Loss of Sight**) and prevented from attending to his usual business or occupation with proof satisfactory to **Us** that such disablement has continued for one year from the date of the occurrence of **Injury** and will in all probability continue for the remainder of the **Insured Person's** life.

### Policy

All terms, provisions, exclusions, conditions and **Limits of Indemnity** set out in this document; and

- a) the **Schedule**, notices and other documents attaching from time to time; and
- b) all endorsements incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

### Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

### Premises

The Address(es) specified in the **Schedule**.

### Principal

The other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where that party is responsible for setting out the terms of the contract or agreement.

### Products

Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.

### Professional Services

Works carried out in the scope of **Your** profession which arises out of a vocation, calling, occupation, or employment involving specialised knowledge, labour or skill. Including but not limited to the following:

- a) Preparation, approval, provision of or failure to prepare, approve, or provide any opinion, report, design, drawing, specification, recommendation, warning, manual or inspection;
- b) Installation, supervision, inspection, quality control, engineering or surveying activity or service, job site safety, or a selection of a contractor or subcontractor; or
- c) Monitoring, testing, or sampling service necessary to perform any of the services included in a) or b) above.

### Property

Property which is both material and tangible.

### Property Insured

Except where expressly provided otherwise, the **Buildings, Stock, Machinery, Plant and Equipment** at the **Premises**, all as defined in these General Definitions, if and to the extent they are included as property insured in the **Schedule**.

### Proposal

The Proposal Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to **Us** by **You** on **Your** behalf.

### Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

### Renovation(s)

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, W.C., bath and shower, carpeting, internal joinery, plastering, rewiring, installation / repair of central heating and external window replacement but excluding:

- i) **Building Works**, and
- ii) renovation forming part of a **Building Works** contract or project.

## GENERAL DEFINITIONS (CONTINUED)

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### Rent

Periodic payments made by or to **You** for the lease of the **Buildings** specified in the **Schedule**.

### Schedule

The **Schedule** is part of this contract of insurance and contains **Your** details and the **Period of Insurance** and the **Sums Insured / Limits of Indemnity**.

### Standard Turnover

The **Turnover** during the period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

### Stock

Stock, merchandise and materials in trade, including trade samples, work in progress, finished goods and packing materials belonging to **You** or held by **You** in trust or on commission and for which **You** are legally responsible or for which **You** have accepted liability, in the **Premises** shown in the **Schedule**.

### Sum Insured / Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items.

### Temporary Total Disablement

The **Insured Person** being temporarily totally disabled other than, solely and directly caused by **Injury** (not resulting in **Permanent Total Disablement**, **Loss of Limb(s)** or **Loss of Sight**) and prevented from attending to his usual business or occupation.

### Territorial Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (Sections 1-8)
- b) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and the surrounding territorial waters (Sections 9 -11).

### Terrorism

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(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.

### Turnover

The money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

### Uninsured Working Expenses

Bad debts purchases (less discounts received) carriage packing and freight and discounts allowed.

*Note: The words and expressions used in this definition shall have the meaning usually attached to them in **Your** books and accounts.*

### Unoccupied

When the **Premises** are closed for **Business** for a period in excess of 14 consecutive days.

### We/Us/Our/Insurer

- a) Great Lakes Insurance UK Limited.
- b) [Name of cover holder] at all times as authorised underwriting agents and administrators (and for no other purpose) for ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited with no liability under this **Policy**.

### You/Your

- a) The firm, company, entity or individual named in the **Schedule**.
- b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted in writing by **Us**.
- c) At **Your** request:
  - i) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against that person had been made against **You**.
  - ii) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
  - iii) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent.
  - iv) any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
- d) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**.

Provided that if **Indemnity** is extended to any party described in paragraphs c) i) to c) iv) above that party complies with the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the **Limit of Indemnity**.



## CONTRACT OF INSURANCE

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This **Policy** is a contract of insurance between **You** and **Us**. In return for the premium **You** have paid or agreed to pay shown in the **Schedule We** agree to insure **You**, in accordance with the terms, conditions and exclusions contained in or endorsed on this **Policy**, against **Damage** occurring, and **Business Interruption** resulting therefrom, or legal liability (provided that the Section being claimed against is operative) **You** incur for accidents, happening during the **Period of Insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy, Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in **Your Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

**You** should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and should the situation arise the reporting conditions that apply in the event of a circumstance(s) that may give rise to a claim under this **Policy**.

### Important

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

It is important that **You**:

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate – see the “Information **You** have given **Us**” Section on page 10;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

## IMPORTANT INFORMATION

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### Information You have given Us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. Please refer to “How to amend this insurance” below.

**You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy** **You** must disclose every material circumstance **You** know or ought to know and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk.

Information is material if it could:

- a) affect **Our** assessment of the risk; or
- b) mean that **We** may need to change the terms or premium or both; or
- c) mean that **We** may not be able to cover that aspect of risk; or
- d) mean that **We** may no longer be able to provide **You** with insurance cover.

**You** must notify **Us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, **Damage** or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or expand **Your Business** activities stated in the **Schedule**;
- **You** let or sub-let **Your Premises**
- if any of **Your Employees** are to engage in work **Offshore**;
- if **You** purchase a company, whether in its entirety or a part interest, and want or intend the activities of that company to be covered under this **Policy**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. If **You** are in any doubt, please contact **Your Broker** directly as failure to notify **Us** of any changes could lead to **Your Policy** being cancelled, or a claim rejected or not fully paid.

If **You** are unsure as to whether or not certain facts should be disclosed, please contact **Your Broker**.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

### How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given **Us** because a mistake has been made or if that information changes at any time, please contact **Your Broker** as soon as reasonably practicable on becoming aware of that mistake or change.

**REMEMBER** – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

### Renewal of this insurance

When **Your Policy** is due for renewal, **Your Broker** should write to **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms. **We** do not offer to renew it for **You** automatically. This means **You** need to confirm **Your** intention to renew before the **Policy** ends. If **You** do not want to renew the **Policy**, please contact **Your Broker**.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your Broker** at least twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

## CANCELLATION PROCEDURE

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### How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via **Your Broker** or in writing to **Our** address as stated in **Your Schedule**.

### Cooling off period

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

If **You** wish to cancel and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid. Alternatively if **You** wish to cancel and the insurance cover has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the premium paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of premium” below.

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

### After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this insurance at any time. If **You** cancel this insurance after the cooling off period, **We** will pay **You** a refund of any premium paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of premium” below.

### Our right to cancel this insurance

**We** may cancel this insurance where there is a valid reason by giving **You** thirty (30) days' notice in writing by registered letter to **Your** last known address. If **We** cancel this insurance, **We** will pay **You** a refund of any premium paid as stated in “Return of premium” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is a material change in **Your Business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- c) the information that forms the basis of this contract changes;
- d) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- e) following a survey **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**;
- f) the premium has not been paid;
- g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

### Cancellation – instalment payments

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may then cancel this insurance and a refund or credit of premium may not be due when cancellation takes place in these circumstances.

### Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any premium.

If this insurance is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the premium in respect of Sections 1-8 stated in the **Schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium).

## CLAIMS PROCEDURE AND CONDITIONS

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**We** aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

**Your** claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

### How to make a claim

Contact:  
MPL Claims Management Ltd  
The Octagon,  
27 Middleborough  
Colchester  
Essex CO1 1TG

Email: ergo@mplclaims.com  
Telephone: **0345 060 0014**

### Your duties – Applicable to all sections

Claims Conditions 1 to 3 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

**You** shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance **We** may reasonably require in a timely manner.

### Sections 1 to 8

**You** shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of **Damage** as **We** may reasonably require including any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any **Property Insured** under Section 1 or 2 is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

It is a condition precedent to **Our** liability under this **Policy** that **You** inform the Police immediately and **Us** within 14 days if **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances. If **You** do not comply with this condition **We** shall be entitled to refuse indemnity under this **Policy**.

### Section 8 – Additional Requirement

Compliance with this condition is a condition precedent to **Our** liability under this **Policy**. If **You** do not comply with this condition **We** shall be entitled to refuse indemnity under this **Policy**.

**You** shall, within 14 days after the expiry of the **Indemnity Period** or within such further time as **We** may in writing allow, at **Your** own expense, deliver to **Us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** resulting in loss of profit and/or revenue.

**You** shall at **Your** own expense also provide **Us** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

### Sections 9 to 11

Claims Conditions 1 to 4 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

1. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.
2. **You** must not make any admission, offer, promise or payment without **Our** written consent.
3. **You** accept and acknowledge that **We** are entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise.
4. **You** accept and acknowledge that **We** have full discretion in the conduct of any proceedings and in the settlement of any claim.

### Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid.

## CLAIMS PROCEDURE AND CONDITIONS (CONTINUED)

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If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium actually charged} \times 100}{\text{Higher Premium}}$$

### Our Rights

#### Sections 1 to 8

1. On the happening of **Damage** in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to **Us** any property and deal with such property for all reasonable purposes and in any reasonable manner
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

#### Sections 9 to 11

**We** may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an **Indemnity** applies the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the **Limit of Indemnity** is stated to be inclusive of defence costs).

However, if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the **Limit of Indemnity** and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the **Limit of Indemnity** under this **Policy** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent.

### Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) to recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

### Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the **Limit of Indemnity** or **Sum Insured**.

### Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

**We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

# COMPLAINTS PROCEDURE

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## How to make a complaint

**Our** aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

### Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the **Broker** who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to:

MPL Claims Management Ltd  
The Octagon,  
27 Middleborough  
Colchester  
Essex CO1 1TG

Email: [ergo@mplclaims.com](mailto:ergo@mplclaims.com)  
Telephone: **0345 060 0014**

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

Ergo UK Speciality Ltd  
10 Fenchurch Avenue  
London, EC3M 5BN

E-mail: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

Alternatively, **You** can ask **Your Broker** to refer the matter on for **You**.

Please quote **Your** Policy number in all correspondence so that **Your** concerns may be dealt with speedily.

### What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Head of Compliance at ERGO UK Specialty Limited on behalf of Great Lakes Insurance Limited who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance Yourself by writing to:

Head of Compliance,  
ERGO UK Specialty Limited, on behalf of Great Lakes  
Insurance UK Limited, Munich Re Group Offices,  
10 Fenchurch Avenue,  
London, EC3M 5BN.

Telephone: **020 3003 7444**  
E-mail: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

The Head of Compliance will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

### If You remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service,  
Harbour Exchange Square,  
Exchange Tower,  
London E14 9GE

Telephone: **0800 0234 567**

Further information is available from them and **You** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either:
  - a. fewer than 50 staff OR
  - b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
3. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

# PRIVACY NOTICE

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## Information We process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

## Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

## Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

## How We use Your information

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

## Who We share Your information with

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within Beech Underwriting Agencies Ltd and Great Lakes Insurance UK Limited/Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside the Beech Underwriting Agencies Ltd and Great Lakes Insurance UK Limited/Ergo/Munich Re Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

## Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

## The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

## Access to Your information

**You** have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You** **We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

## PRIVACY NOTICE (CONTINUED)

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### Providing consent to process Your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

### Changes to this Notice

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

### Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance,  
ERGO UK Specialty Limited,  
on behalf of Great Lakes Insurance UK  
Limited, Munich Re Group Offices,  
10 Fenchurch Avenue,  
London, EC3M 5BN.

Telephone: **020 3003 7444**

E-mail: **complaints@ergo-commercial.co.uk**

### Employers' Liability Tracing Office (ELTO)

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

Certain information relating to **Your** insurance **Policy** including, without limitation:

- the **Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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

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

The database will be managed by ELTO.



## OTHER IMPORTANT INFORMATION

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### Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

### Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance UK Limited cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone: **0207 741 4100**  
Fax: **0207 741 4101**  
or **www.fscs.org.uk**

### Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

### Our Regulator

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

### Rights of Third Parties

A person who is not a party to this **Policy** 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.

### Sanctions

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

### Taxes

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

## GENERAL OBLIGATIONS

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### Alteration in Risk

- a) **You** must immediately notify **Us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.
- b) **You** must immediately notify **Us** of the removal, alteration or addition of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured** otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.
- c) **You** must immediately notify **Us** if **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site and **We** shall then have the right to vary the terms or cancel cover under this **Policy** for **Damage** caused by subsidence ground heave or landslip.
- d) **You** must immediately notify **Us** if:
  - i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or
  - ii) **Your** interest ceases except by will or operation of law; or
  - iii) there is a change of trade or use of the **Premises**; or
  - iv) the **Buildings** becoming **Unoccupied**,

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) described in i) – iv) above and at **Our** option **We** have agreed to vary the **Policy**.

### Reasonable Precautions

It is a condition precedent to **Our** liability under this insurance that **You**:

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage**, accidents or legal liability;
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- d) when undertaking **Renovations** to the **Property Insured**, take all reasonable precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Our** express written agreement.

otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.

### Maintenance and Safety

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate.

**You** must:

- a) if the **Premises** or any part thereof is let as residential accommodation, comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer
- b) if **You** are responsible for gas installations at commercial **Premises**, undertake annual maintenance checks and at the commencement and throughout the currency of this insurance be in possession of a valid Gas Safety certificate issued by a Gas Safe registered engineer,
- c) at the commencement of this insurance and throughout the currency of this insurance, be in possession of an electrical installation condition report (EICR) that:
  - i) covers the whole of the electrical installation(s);
  - ii) is less than three years old and issued by a contractor approved and registered with one of the following:
    - National Inspection Council for Electrical Installation Contractors (NICEIC)
    - Electrical Contractors Association (ECA)
    - National Association of Professional Inspectors and Testers (NAPIT)
    - Electrical Self -Assessment (ELECSA)
  - iii) documents that all C1 or C2 deficiencies or defects have been remedied,
- d) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations, such vessel, machinery or apparatus shall be the subject of:
  - i) inspection(s) under contract, and
  - ii) regular maintenance schedules;

and **You** must be in the possession of such certificates of inspection and evidence of maintenance.

### Survey

In the event **We** have granted cover subject to a survey it is a requirement that **Your** full co-operation is provided to ensure that the survey is completed by the survey completion date stated in the **Schedule** or **Policy** endorsement, otherwise all cover will cease immediately unless an extension to the period has been agreed in writing by **Us**.

Following the survey, **We** reserve the right to cancel or vary this insurance with immediate effect or impose additional terms, conditions and exclusions and/or revise the premium rate.

**You** must implement all survey requirements within the time limits specified by **Us** and maintain implementation of such requirements during the currency of this insurance and any additional periods granted by **Us** unless otherwise agreed.

## GENERAL OBLIGATIONS (CONTINUED)

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If **You** fail to implement the term(s) of the requirement(s) within the time limit(s) specified by **Us** then all cover under the **Policy** shall terminate and remain inoperative unless:

- a) an extension to the time limits has been agreed by **Us** in writing, or
- b) all the survey requirement(s) have been fully implemented at the time of **Damage**, or
- c) **We** have agreed to waive the survey requirement(s).

For the avoidance of doubt all terms and conditions of the **Policy** continue unless otherwise agreed by **Us** in writing.

In the event the **Policy** is cancelled due to the terms of this endorsement a return premium will be calculated on a pro-rata basis less the cost of the survey up to a maximum of £500.00 (or equivalent currency).

### Electrical – Portable Appliance Testing

**You** must ensure the safety of electrical appliances owned by **You** or under **Your** control by:

- a) periodically testing appliances, to be carried out by competent personnel (in-house or outsourced);
- b) having all tested appliances labelled, whether passed or failed and having all testing recorded and kept for at least 5 years;
- c) removing any equipment from the **Premises** that has failed testing unless it has been repaired by a qualified technician

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate.

### Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by **Defined Perils** of fire, explosion, theft and malicious persons will be excluded.

- a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without **Our** prior consent and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times.
- b) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations.
- c) **You** must ensure that:
  - i) all external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
  - ii) all windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks.

d) **You** must notify **Us** as soon as possible if **You** receive notice:

- i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed; or
- ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system; or
- iii) that any alarm system cannot be returned to or maintained in full working order.

Following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of £2,500 and, **We** shall have the right to vary terms or cancel cover provided under this **Policy**.

### Sprinkler Maintenance

It is important that **You** comply with requirements 1- 7 below in respect of any installation(s) of automatic sprinklers at **Your Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded.

**You** must:

1. make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valve controlling the individual water supplies and the installation are fully open;
2. make a quarterly or half-yearly test if required by **Us** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test;
3. make a test every weekday (holidays excepted) of:
  - i) the brigade connection;
  - ii) the circuit between the alarm switch and the control unit; and
  - iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;

*Note 1:* It is permissible for test i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty.

*Note 2:* Where the circuits in i) and ii) are continuously monitored tests need only be made once per week.

4. remedy promptly any defect revealed by such tests;
5. notify **Us** before any installation is rendered inoperative or immediately in the event of an emergency;
6. allow **Us** access to the **Premises** at all reasonable times for the purpose of inspecting the sprinkler installation;
7. have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

## GENERAL OBLIGATIONS (CONTINUED)

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### Heat Application

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Us** the following precautions and procedures must be complied with by **You** and/or **Your** contractor(s) on each occasion.

- a) Application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
  - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material is covered by sand or over-lapping sheets or screens of non-combustible material;
  - ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately if smoke or smoldering or flames are detected;
  - iii) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;
  - iv) a person is appointed by **You** or the contractor who will watch for signs of smoke or smoldering or flames and will take immediate steps to extinguish any smoldering or flames discovered during works and for a period of 60 minutes after works have finished;
- b) use of asphalt, bitumen, tar, pitch or lead heaters if the heating is carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel is placed on a non-combustible heat insulating base;
- c) the Contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit of no less than £2m and shall supply a copy of the insurance certificate to **You** prior to commencement of work;

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate.

### Burning of Waste in the Open

**You** must ensure that no burning of waste is carried out at the **Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate.

### Portable Heaters

**You** must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by **Us** prior to such use or storage otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded. and cover under Section 10 will not operate.

### Stillage

**You** must ensure that all **Stock** stored on the **Premises** is stored on racks, shelves or stillage not less than 15 centimetres above floor level otherwise all **Damage** arising from or caused by the **Defined Perils** of escape of water from any tank, apparatus or pipe, storm and flood will be excluded.

### Unattended Machinery

**You** must ensure that Machinery, Plant or Equipment designed for the purpose of manufacturing or finishing is not operating when the **Premises** are left unattended otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 10 will not operate.

### Unattended Building

If the **Building** is left unattended for a period in excess of 48 hours at any time between the 1 November and 31 March, **You** must ensure that a suitable heating system is in operation so that the temperature within the **Building** does not fall below 5°C otherwise all **Damage** arising from or caused by the following **Defined Perils**:

- i) overflowing, discharge or leaking of any sprinkler apparatus; and/or
- ii) escape of water from any tank, apparatus or pipe

as a result of freezing weather conditions will be excluded and there shall be no cover under Section 10 for any resulting legal liability.

## Section 1 – MATERIAL DAMAGE – SPECIFIED PERILS

### COVER AND BASIS OF SETTLEMENT

We agree that if during the **Period of Insurance**, an item of **Property Insured** (other than **Stock**) at the **Premises** sustains **Damage** due to a **Defined Peril**, then **We** will pay **You**:

- i) the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,
- ii) Where reinstatement or replacement of the **Property Insured** does not take place in accordance with i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

We agree that if during the **Period of Insurance**, an item of **Stock** at the **Premises** sustains **Damage** by any **Defined Peril** We will pay to **You** the cost price less any adjustment for damaged, written down or obsolete **Stock**.

However, if, at the time of any **Damage** the **Stock Sum Insured** stated in the **Schedule** is less than the full value of the **Stock** the amount payable by **Us** will be proportionately reduced.

### Reinstatement Conditions

- i) **Our** liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable under the Alternative Basis of Settlement Condition below shall be made:
  - a) unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Us**;
  - b) until the **Cost of Reinstatement** shall have been actually incurred;
  - c) if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### Alternative Basis of Settlement Condition

If reinstatement of the **Property Insured** does not take place **We** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** by a **Defined Peril** then **We** will pay **You**, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in market value of the **Property Insured**

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### Exclusions Applying to Section 1

1. The amount of the **Excess** stated in the **Schedule**.
2. Loss by delay, loss of market, consequential loss of any and every description.
3. **Damage** to **Aircraft**, watercraft, vehicles including accessories on or attached to them, caravans or trailers, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, money, documents, unless otherwise agreed by **Us**.
4. **Property Insured** that is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**.
5. **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
  - a) subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage, expansion, settlement or bedding down of any building or foundation unless resulting from **Damage** not otherwise excluded;
  - b) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidization, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded;
  - c) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded;
  - d) change in climatic or atmospheric conditions or in water table levels;
  - e) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in the **Schedule**, fences and gates;
  - f) in respect of **Defined Peril** (f) (theft or attempted theft), **Damage** where **You** or **Your** partners, directors or **Employees** or any member of **Your** household is involved as principal or accessory or caused by any person lawfully in the **Premises**;
  - g) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence;
  - h) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling, misplacing of information or clerical error;
  - i) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence.
6. **Damage** to:
  - a) property or structures in course of construction or erection and materials or supplies in connection with all such property; and
  - b) land, roads, pavements, piers, jetties, bridges, culverts or excavations.

## Section 1 – MATERIAL DAMAGE – SPECIFIED PERILS (CONTINUED)

### Limit of Indemnity

**Our** liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- a) If an individual **Sum Insured** is specified on the **Schedule** for that item, **Our** liability shall be limited to that **Sum Insured**;
- b) In any event, **Our** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.  
But:
  - i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **We** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
  - ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Our** liability shall be limited to **Removal of Debris**.

### Average Clause

Each item insured under this Section is declared to be separately subject to the following condition of average. If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average Clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to average.

In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Us** shall be proportionately reduced.

## Section 2 – MATERIAL DAMAGE – ALL RISKS

### COVER AND BASIS OF SETTLEMENT

We agree that if during the **Period of Insurance**, an item of **Property Insured** (other than **Stock**) at the **Premises** or as otherwise specified in the **Schedule**, sustains **Damage**, then **We** will pay to **You**:

- i) the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below;
- ii) Where reinstatement or replacement of the **Property Insured** does not take place in accordance with i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

In respect of **Stock**, **We** agree that if, during the **Period of Insurance**, an item of **Stock** at the **Premises** sustains **Damage** then **We** will pay to **You** the cost price less any adjustment for damaged, written down or obsolete **Stock**.

However, if, at the time of any **Damage** the **Stock Sum Insured** stated in the **Schedule** is less than the full value of the **Stock** the amount payable by **Us** will be proportionately reduced.

### Reinstatement Conditions

- i) **Our** liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable under the Alternative Basis of Settlement Condition below shall be made:
  - a) unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Us**;
  - b) until the **Cost of Reinstatement** shall have been actually incurred;
  - c) if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### Alternative Basis of Settlement Condition

If reinstatement of the **Property Insured** does not take place **We** agree that if during the **Period of Insurance** an item of **Property Insured** at the **Premises** sustains **Damage** then **We** will pay **You** whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in market value of the **Property Insured**.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### Exclusions applying to Section 2

The following exclusions apply to this Section:

1. The amount of the **Excess** stated in the **Schedule**.
2. **Damage** to **Aircraft**, watercraft, vehicles including accessories on or attached to them, caravans or trailers, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, money, documents, unless otherwise agreed by **Us**.
3. **Damage** to:
  - a) property or structures in course of construction or erection and materials or supplies in connection with all such property; and
  - b) land, piers, jetties, bridges, culverts or excavations.
4. Loss by delay, loss of market, consequential loss of any and every description.
5. **Property Insured** that is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**.
6. **Damage** insured by any marine policy or which would be insured under any marine policy if this **Policy** did not exist. However, **We** will provide cover for **Damage** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the **Policy** not existed.
7. **Damage** to any **Property Insured** and/or any consequential loss directly or indirectly caused or contributed by:
  - a) subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage, expansion, settlement or bedding down of any building or foundation;
  - b) coastal or river erosion;
  - c) mechanical and/or electrical derangement and/or breakdown, breakage of valves filaments and the like, burning out or **Damage** directly caused by short circuiting, and/or claims arising from overheating;
  - d) 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) the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control;
  - f) fire resulting from undergoing any process involving the application of heat;
  - g) its own self ignition, leakage of electricity, short circuiting, or over running;
  - h) the undergoing of any process of production or packaging, treatment, testing or commissioning, servicing or repair;
  - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice, latent defect;
  - j) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting;

## Section 2 – MATERIAL DAMAGE – ALL RISKS (CONTINUED)

- k) faulty manipulation, or loss of magnetism and/ or erasure of tapes, or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation;
- l) breakage of articles that are brittle and/or breakage of glass, over winding or internal damage of clocks and/ or watches;
- m) faulty or defective design or materials used in its construction;
- n) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**;
- o) whilst being worked upon, or under any process, and directly resulting therefrom;
- p) change in climatic or atmospheric conditions or in water table level;
- q) frost or change in temperature, colour, flavour, texture or finish;
- r) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in the **Schedule**, fences and gates;
- s) acts of fraud or dishonesty;
- t) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence;
- u) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling, misplacing of information or clerical error;
- v) in respect of theft or attempted theft, **Damage** where **You** or **Your** partners, directors or **Employees** or any member of **Your** household is involved as principal or accessory or caused by any person lawfully in the **Premises**.
- w) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence;
- x) theft or attempted theft when any **Property Insured** (subject to cover away from the **Premises** being specifically agreed by **Us**) is left unattended inside any road vehicle unless:
  - i) the vehicle is securely locked and all security devices are set in operation, and/ or
  - ii) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6am, or
  - iii) if in a saloon car in a boot or under the parcel shelf of any hatchback/estate the **Property Insured** is concealed from view, subject to **Our** liability not exceeding GBP 3,500 any one **Insured Event**.
  - iv) when the **Property Insured** is in transit by air it is carried as hand luggage
  - v) when the **Property Insured** is in transit by sea it is not left unattended unless kept in a securely locked road vehicle or cabin.

The exclusions a) to p) above will not apply where:

- i) such **Damage** is not otherwise excluded which itself results from a **Defined Peril**; or
- ii) subsequent insured **Damage** which itself results from a cause not otherwise excluded.

### Limit of Indemnity

**Our** liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- a) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Our** liability shall be limited to that **Sum Insured**;
- b) In any event, **Our** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.

But:

- i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **We** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
- ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition, then **Our** liability shall be limited to Removal of Debris.

### Average Clause

Each item insured under this Section is declared to be separately subject to the following condition;

If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer or the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average Clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to average.

In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Us** shall be proportionately reduced.



## MATERIAL DAMAGE – Definitions and Clauses – Sections 1 & 2 only

### DEFINITIONS

**Cost of Reinstatement** means:

- i) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
  - a. in any manner **You** and **We** agree;
  - b. on another site agreed by both **You** and **Us**;
- ii) the repair or restoration of property damaged,

in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees.**

**Removal of Debris** means **Costs and Expenses** necessarily incurred by **You** with **Our** consent in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portions of the **Property Insured**;
- d) clearing drains sewers and gutters at the **Property Insured**;

as a result of **Damage** hereby insured against. **We** will not pay for any **Costs and Expenses**:

- i) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site;
- ii) arising from **Pollution** of property not insured by this Section.

**European Community and Public Authorities** means such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation (or any transitional or replacement legislation enacted by the UK Government in connection with the departure of the UK from the EU and/or any subsequent trade arrangement between the UK and the EU); or
- b) **Building** or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of the government or any public authority (hereafter referred to as the 'Stipulations'), which governs the construction, alteration and reinstatement of buildings.

Excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of **Damage** occurring prior to the granting of this **Policy**;
  - ii) in respect of **Damage** not insured by this Section;
  - iii) under which notice has been served upon **You** prior to the happening of the **Damage**;
  - iv) for which at the time of **Damage** there is an existing requirement which has to be implemented within a given period;
  - v) in respect of property entirely undamaged by any peril hereby insured against;

- b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

**Architects Surveyors Legal and Consulting Engineers Fees** means the reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim.

### CLAUSES

#### Asbestos

This **Policy** only insures asbestos physically incorporated in an insured **Building**, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these perils:

Fire, lightning, explosion or **Aircraft** riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence (**Listed Perils**)

Provided that:

- a) the **Listed Peril** is the immediate sole cause of the **Damage** to the asbestos;
- b) this **Listed Peril** is one for which cover is provided by Section 1 or Section 2 and which has not been excluded;
- c) **You** report to **Us** the existence and cost of the **Damage** as soon as practicable after the **Damage** to the asbestos.

However this **Policy** does not insure any such **Damage** first reported to **Us** more than 12 months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover in respect of:

- i) wear and tear or inherent defect, quality or vice in or of any asbestos;
- ii) any non-compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise); or
- iii) any asbestos which the **Listed Peril** has not physically **Damaged**.

## MATERIAL DAMAGE – Definitions and Clauses – Sections 1 & 2 only (CONTINUED)

### Reinstatement of Sum Insured Clause

In the event of **Damage** for which cover is provided under Section 1 or Section 2, **We** will consider a request from **You** to reinstate the **Sum Insured** by the applicable Section from the date of the **Damage**. Such reinstatement is at our sole discretion and will be conditional upon **You** undertaking to pay such necessary premiums as may be required for such reinstatement from that date.

### Services Clause

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any **Building** insured by this section), all belonging to **You** or for which **You** are responsible.

### Temporary Removal Clause

The cover under this Section (other than **Stock** if insured) is extended to include **Property Insured** whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere than at the **Premises** within the **Territorial Limits** of this **Policy**.

**Our** liability under this clause shall be limited to GBP 50,000 any one **Insured Event**.

This clause excludes;

- a) property insofar as it is otherwise insured;
- b) property temporarily removed to motor vehicles and motor chassis licensed for normal road use;
- c) property removed for more than 90 consecutive days unless **We** agree a longer period in writing.

### Extinguishment and Alarm Resetting Expenses Clause

**We** will pay **You** the reasonable costs incurred by **You** in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms as a result of an **Insured Event**.

### Fly Tipping

**We** will pay for the costs incurred by **You**, with **Our** prior consent, in removing property illegally deposited during the **Period of Insurance** within the boundaries of the **Premises** including the cost of cleaning of the **Premises** after such removal up to the value of £5,000.

### Unauthorised Use of Utilities Clause

**We** will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and provided further that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** GBP 10,000.

### Subrogation Waiver Clause

In the event of a claim arising under this Section **We** agree to waive any rights, remedies or relief to which **We** might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**;
- b) any company which is a subsidiary of a Parent Company of which **You** are a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**;
- c) any tenant provided that:
  - i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant; and
  - ii) the tenant contributes to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

### Mortgagees Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted and such interest must be advised to **Us** in the event of **Damage**.

If, without the knowledge of the Mortgagee(s), there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, the amount the Mortgagee(s) may have been entitled to under this **Policy** shall not be prejudiced provided that the Mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

### Additional Metered Water Charges Clause

**We** will pay to **You** additional metered water charges incurred following an **Insured Event** under this **Policy** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage** provided that the maximum amount payable under this Clause in any one **Period of Insurance** shall not exceed GBP 5,000.

## MATERIAL DAMAGE – Definitions and Clauses – Sections 1 & 2 only (CONTINUED)

### Capital Additions Clause

Cover under this Section is extended to include;

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and/or
- b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the United Kingdom;  
provided in either case that:
  - i) at any one situation this cover shall not exceed 10% of the **Sum Insured** for **Buildings** by this Section but in no case exceeding GBP 1,000,000;
  - ii) **You** undertake to give particulars of any such capital additions described in (a) and/or (b) above as soon as practicable and in any event within 3 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability under this extension;
  - iii) the provisions of this extension shall be fully maintained until such time as **We** have agreed in writing to either include or decline to offer cover for such items described in ii) above.

### Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

## Section 3 – GLASS

### COVER

**We** agree that if during the **Period of Insurance** breakage of fixed **Glass** occurs at the **Premises** specified in the **Schedule**, then **We** will pay to **You** the reasonable cost of replacing such glass including:

- a) the reasonable cost of boarding up rendered necessary by such breakage;
- b) the reasonable cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**;
- c) the reasonable cost of refitting alarm foil consequent upon the breakage of **Glass**,

provided that **Our** liability shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

### Exclusions to Section 3

1. The amount of the **Excess** specified in the **Schedule**.
2. Consequential loss of any kind or description except as stated herein to the contrary.
3. Any breakage arising directly or indirectly from:
  - a) repairs, **Renovation** or **Building Works** to the **Premises**;
  - b) defects in frames, framework or other fittings.

## Section 4 – DETERIORATION OF STOCK

### COVER

**We** agree to pay **You**, if during the **Period of Insurance** **Your** foodstuffs or foodstuffs held by **You** in trust or on commission or for which **You** are responsible whilst at the **Premises**, contained in the refrigerating units, are damaged by deterioration, contamination or putrefaction arising from:

- a) rise or fall in temperatures as a result of:
  - i) the breaking, distortion or burning out of any part of the unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions;
  - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit;
  - iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority;
- b) accidental leakage of refrigerant or refrigerant fumes from the unit which occurs.

provided that **Our** liability does not exceed the **Sum Insured** stated in the **Schedule**.

### Obligations

**You** must:

- a) in respect of any refrigerating unit(s) which is more than 5 years old, at the commencement and throughout the currency of this insurance:
  - i) have an annual maintenance agreement in place, and
  - ii) be in possession of maintenance documents that confirm a satisfactory service by a qualified engineer has been completed in the last twelve months.
- b) in the event of **Damage** obtain a Condemnation Certificate by the relevant authority under current legislation.

Otherwise no cover will operate under this Section.

### Exclusions to Section 4

**Our** liability under this Section does not cover;

- 1) **Damage** resulting from:
  - a) failure of the public supply services which do not exceed 30 consecutive minutes;
  - b) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertakings systems or any scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment;
  - c) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls.
- 2) The amount of the **Excess** specified in the **Schedule**.

## SECTION 5 – SUB SECTION 1 – MONEY & NON-NEGOTIABLE ITEMS

### COVER

We agree to indemnify **You** for amounts not exceeding the **Sum Insured** stated against each item in the **Schedule** against:

- a) **Damage to Money** items from any cause whilst:
  - i) on the **Premises** outside business hours not contained in locked safes or strongrooms;
  - ii) in **Your** private residence or the private residence of any authorised partner, director or **Employee**;
  - iii) on the **Premises** outside business hours contained in locked safes or strongrooms described in the **Schedule**;
  - iv) on the **Premises** during business hours;
  - v) whilst in transit or bank night safe;
  - vi) in a gaming, amusement or vending machine on the **Premises**.
- b) **Damage to Non-Negotiable Items** from any cause up to £250,000 in any one **Period of Insurance**.
- c) **Damage** caused by thieves to safes and strongrooms (as described in the **Schedule**), stamp franking machines, approved security cases, bags or waistcoats containing the **Non-Negotiable Items** and **Money**.

### Obligations

No cover will operate under Sub Section 1 a) & b) unless:

- a)
  - i) **You** keep any till or cash register on the **Premises** open and unlocked outside of business hours;
  - ii) **You** keep a daily record of all **Money** in transit and on the **Premises** and that such record shall be deposited in a safe place other than in the safes or place containing the **Money**;
  - iii) outside of business hours the safes and strongrooms locked and the keys of the safes and strongrooms removed from the **Premises**;
- b)
  - i) where the amount of **Money** exceeds GBP 2,500 in transit, **You** ensure that the number of **Insured Persons** accompanying the transit meet with the minimum security stated below:

Amount of <b>Money</b> in Transit	Minimum Security
GBP 2,500 – GBP 5,000	2 able bodied and responsible <b>Insured Persons</b>
GBP 5,001 – GBP 7,500	3 able bodied and responsible <b>Insured Persons</b>
GBP 7,501 – GBP 10,000	4 able bodied and responsible <b>Insured Persons</b>

- ii) where the amount of **Money** in transit exceeds GBP 10,000 a professional Security Company must be employed to carry out the transit otherwise no cover in respect of such transits will operate;

provided that at all times **Our** liability does not exceed the **Sum Insured** stated in the **Schedule**.

### Exclusions applying to Sub-Section 1

**Our** liability under Sub-Section 1 excludes:

1. Shortages due to clerical or accounting errors;
2. **Damage** due to the fraud or dishonesty of any person employed by **You**:-
  - i) not discovered within 7 working days of its occurrence;
  - ii) more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances;
3. **Damage to Money** and or **Non-Negotiable Items** from:
  - i) vending or gaming machines unless specifically stated in the **Schedule**;
  - ii) unattended vehicles;
  - iii) any unattended room in the **Premises** during business hours for an amount exceeding GBP 500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room;
4. **Damage** arising elsewhere than in the **Territorial Limits**;
5. **Damage to Money** and or **Non-Negotiable Items** from theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence;
6. **Damage to Money** in transit that is left unaccompanied;
7. The amount of any applicable **Excess** specified in the **Schedule**.

## SECTION 5 – SUB SECTION 2 – ASSAULT

### COVER

In the event of **Injury** to an **Insured Person** as a direct result of assault, robbery or hold up or any attempt thereof at the **Premises** or whilst carrying **Money** belonging to the **Business** and insured under this **Policy**, then **We** will pay the **Compensation** specified in the **Schedule** in respect of the following:

- a) **Death**
- b) **Loss of Sight**
- c) **Loss of Limb(s)**
- d) **Permanent Total Disablement**
- e) **Medical Expenses**
- f) **Temporary Total Disablement.**

The **Compensation** payable in respect of **Temporary Total Disablement** shall not exceed the **Insured Person's** weekly remuneration from **You**.

### Clauses applying to Sub-Section 2:

- 1) In the event of any **Injury**, the **Insured Person** must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable.
- 2) **You** shall notify **Us** within 7 days of the incident giving rise to the claim providing all necessary details and obtain at **Your** own expense any medical report(s) as may be required by **Us**.
- 3) The **Insured Person** shall at the **Our** request submit themselves to medical examination at **Our** expense as often as **We** deem necessary.
- 4) No **Compensation** shall be payable until the period of disablement has been determined and (where Temporary) ceased.
- 5) Notwithstanding anything to the contrary in 4) above, **We** may at **Our** discretion pay any **Compensation** due at intervals in arrears
- 6) **Compensation** will only be paid by **Us** on production of a medical certificate or other such written evidence from a qualified medical practitioner.

### Exclusions applying to Sub-Section 2:

**Our** liability under Sub-Section 2 excludes:

1. more than one item of a) to d) above in connection with the same incident, except that if any personal **Injury** is payable under item d) it shall be deducted from any amount subsequently paid under items a) b) or c);
2. **Death Injury Permanent Total Disablement** or **Temporary Total Disablement** caused or contributed to or arising from any pre-existing defect infirmity illness or disease.

## SECTION 6 – GOODS-IN-TRANSIT

### Definition

(for the purposes of this Section only)

**Property Insured** means goods whether contained in one or a number of parcels, packages or containers or in bulk sent at one time in one load from one address to another, such goods being **Your** property or for which **You** are legally responsible.

### COVER

**We** will by payment or at **Our** option by reinstatement, replacement or repair indemnify **You** against **Damage** to **Property Insured** from any cause not specifically excluded whilst:

- a) conveyed by or in the charge of a carrier for the purposes of transportation including loading and unloading;
- b) conveyed by or temporarily housed upon a vehicle or trailer owned or operated by **You** including loading and unloading;
- c) conveyed by postal service or an equivalent service,

including whilst being conveyed by any vehicle or trailer to which goods or merchandise are transferred in order to complete a journey following breakdown of or accident to the original carrying vehicle including loading and unloading;

provided that:

- i) **Our** liability shall not exceed the **Sum Insured** stated in the **Schedule**;
- ii) **Our** liability does not extend beyond the **Territorial Limits** stated in the **Schedule**.

**We** will also pay:

- 1) additional costs necessarily incurred in:-
  - a) transferring the **Property Insured** to another conveyance and/or delivering / returning such property to its original destination / place of dispatch if any vehicle is disabled as a result of an accident;
  - b) re-loading on to any vehicle any of the **Property Insured** fallen from such vehicle;
  - c) removing debris consequent upon **Damage** to any of the **Property Insured** up to an amount not exceeding GBP 1,000 for any one event, such amount being included within the **Sum Insured** stated in the **Schedule**.
- 2) for **Damage** which occurs to:
  - a) Sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit by any vehicle up to an amount not exceeding GBP1,000 any one loss but excluding the first GBP50 of each and every loss;
  - b) personal property belonging to an **Insured Person** whilst carried in any vehicle conveying **Property Insured** up to an amount not exceeding GBP 150 any one person but excluding the first GBP 25 of each and every loss

such amounts being included within the **Sum Insured** and not in addition thereto.

### Clauses applying to Section 6:

**You** must take all reasonable precautions to prevent **Damage** by:

- a) maintaining vehicles in an efficient and roadworthy condition and ensuring that they are suitable for the purpose for which they are to be used;
- b) exercising reasonable care in the selection of **Employees** obtaining references and in providing instruction to and supervision of **Employees** packaging and labelling and addressing the **Property Insured**;
- c) complying with regulations imposed by any lawful authority;

otherwise **We** may refuse to pay all or part of **Your** claim.

### Exclusions to Section 6

This Section excludes:

1. **Damage** resulting from theft or attempted theft from any unattended vehicle or trailer unless:
  - a) all doors, windows and other points of access have been closed and locked and any security devices are correctly set to operate and all keys to doors, ignition or other services removed, and
  - b) after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.
2. **Damage** to:
  - a) coins, bank notes, treasury notes, stamps and cheques, securities, bills of exchange, promissory notes;
  - b) deeds, bonds, documents, manuscripts, business books, **Data Processing Media** (whether or not owned or operated by **You**);
  - c) patterns, models, moulds, plans or designs;
  - d) furs, jewellery, watches, precious stones, precious metals or bullion;
  - e) livestock;
  - f) explosives or goods of a dangerous or hazardous nature;
  - g) car or caravan transporters
  - h) property dispatched on FOB terms;
  - i) property conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the vehicle or trailer unless otherwise stated in the **Schedule** to this Section.



## SECTION 6 – GOODS-IN-TRANSIT (CONTINUED)

3. **Damage** due to:
  - a) wear and tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **Property Insured**;
  - b) normal atmospheric conditions where the **Property Insured** is on an open vehicle or trailer unless such property shall have been adequately and properly protected;
  - c) mechanical / electrical breakdown, failure or derangement unless exterior damage first occurred to the **Property Insured**;
  - d) delay, loss of market inventory, shortages, mysterious or unexplained disappearances or any consequential loss of any kind;
  - e) packing which was inadequate to withstand normal handling during transit;
  - f) theft or attempted theft of goods from open backed, soft sided or soft topped vehicles or trailers;
  - g) the dishonesty of any person to whom goods have been entrusted.
4. The amount of the **Excess** specified in the **Schedule**.

## SECTION 7 – LOSS OF LICENCE

### COVER

In the event of a **Licence** granted in respect of the **Premises** for the sale by retail of excisable liquors (the **Licence**) becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the **Period of Insurance** such suspension forfeiture or refused renewal being occasioned by reasons beyond **Your** control **We** will pay or make good to **You** all loss that **You** shall sustain in respect of:

- a) the depreciation in value of **Your** interest in the **Premises** and loss of **Gross Profit** by the suspension, forfeiture of or refusal to renew the **Licence** up to an amount not exceeding the **Sum Insured** stated in the **Schedule**;
- b) in addition, the costs and expenses incurred by **You** with **Our** written consent in connection with any appeal against the suspension, forfeiture of or refusal to renew the **Licence**.

For the purposes of this Section only the definition of **You** is deemed to include the **Licence** holder.

### Clauses applying to Section 7

- a) In the event of the 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 his honesty, moral standing or sobriety) of the tenant manager, occupier or **Licence** holder, **You** shall where practicable and at **Our** request procure a suitable person to replace him and one to whom the Justices will transfer the **Licence** or grant the **Licence** by way of renewal.
- b) **You** shall immediately give notice in writing to **Us** and supply such additional information and give such assistance as **We** may reasonably require as otherwise **We** may refuse to pay **Your** claim on becoming aware of any:
  - i) complaint against the **Premises** or the control thereof;
  - ii) proceedings against or conviction of the **Licence** holder, manager, tenant or occupier of the **Premises** for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety;
  - iii) transfer or proposed transfer of the **Licence**;
  - iv) alteration in the purpose for which the **Premises** are used;
  - v) objection to renewal or other circumstances which may endanger the **Licence** or renewal thereof.
- c) If the suspension of, forfeiture of, or refusal to renew, the **Licence** be occasioned wholly or partly by or through **Your** misconduct or procurement or connivance or neglect or omission by or by any omission by **You** to take any step necessary for keeping the **Licence** in force, no claim shall arise under this Insurance unless **You** shall prove to **Our** reasonable satisfaction of that such matter was beyond **Your** power or control.

### Exclusions applying to this Section

1. **Our** liability under this Section excludes cover for any claim arising from or related to the refused renewal, suspension or forfeiture of the **Licence** arising directly or indirectly from any scheme of town or country planning improvement or redevelopment, compulsory purchase or from any alteration of the law affecting the grant surrender, refusal to renew, suspension or forfeiture of licences.
2. **Our** liability under this Section excludes any claim arising from or related to any change in the law (including the abolition of any provision of law) regulating the requirement for the **Licence** and/or the conditions relating to the **Licence**.
3. If **You** shall be entitled to obtain the payment of compensation under the provisions of any statute or statutory instrument or regulation in respect of the suspension of forfeiture of or refusal to renew the **Licence** no claim shall arise under this Section.
4. If the suspension of forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by a criminal act of the owner, manager or **Employee(s)**, no claim shall arise under this insurance.

## SECTION 8 – BUSINESS INTERRUPTION

### COVER

In the event of **Business Interruption** the **Insurer** will pay to **You** in respect of each item in the **Schedule** the amount of loss resulting from such **Business Interruption**, calculated in accordance with the Basis of Claims Settlement provisions below, provided that at the time of the happening of the **Damage** there is an insurance in force covering **Your** interest in the property at the **Premises** against such **Damage** and that:

- a) payment shall have been made or liability admitted therefore; or
- b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

### Limit of Liability

The liability of the **Insurer** under this Section shall not exceed the total **Sum Insured** shown in the **Schedule**.

### Basis of Claims Settlement

The insurance 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 shall be:

- a) in respect of a 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 fall short of the **Standard Turnover** in consequence of the **Incident**; and
- b) in respect of increase in cost of working:  
the additional expenditure (subject to the provisions of the **Uninsured Working Expenses** Clause) 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 **Incident** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction in **Turnover** avoided,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Incident**.

Provided that:

if the **Sum Insured** by the item on **Gross Profit** be less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

### Additional Increase in Cost of Working

(if shown as operative in the **Schedule**)

The insurance is limited to the additional expenditure beyond that recoverable under clause b) of any item on **Gross Profit** of this insurance necessarily and reasonably incurred in consequence of the **Incident** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** which would have occurred during the **Indemnity Period** but for that expenditure.

### Additional Cost of Working only

(if shown as operative in the **Schedule**)

The insurance is limited to Additional Cost of Working only and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any **Business Interruption** during the **Indemnity Period** in consequence of the **Incident**.

Provided that:

the liability of the **Insurer** shall be no more than 50% of the **Sum Insured** for such additional expenditure arising in the first 3 months following the date of the **Damage** or 10% of the **Sum Insured** for the additional expenditure in any one month thereafter but the **Insurer's** liability shall not exceed the **Sum Insured** as stated in the **Schedule**.

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

## CLAUSES & CONDITIONS THAT APPLY TO SECTION 8 – BUSINESS INTERRUPTION

### 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** during the **Indemnity Period**.

### New Business

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** such loss will be ascertained by applying the **Gross Profit** earned during the period between the commencement of the **Business** and the date of the **Incident** to the amount by which the **Gross Profit** during the period of **Business Interruption** will have fallen short of the proportional equivalent for that period of the **Gross Profit** realised during the period between the commencement of the **Business** and the date of the **Incident**.

## SECTION 8 – BUSINESS INTERRUPTION (CONTINUED)

### Fines, Damages and Liabilities Exclusion

We shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by **You**.

### Professional Accountants

The **Insurer** will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by the **Insurer**, under the Claims Procedure and Conditions applicable to Section 8, and for reporting that such information is in accordance with **Your** accounts, but not for any other purposes in the preparation of any claim. Provided that the sum of the amount payable under this clause and the amount otherwise payable under the **Policy** shall in no case exceed the **Sum Insured**.

### Uninsured Working Expenses

If any working expenses of the **Business** are not insured by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in calculating the amount recoverable under this Section as an increase in cost of working, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the **Uninsured Working Expenses**.

### 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.

### EXTENSIONS THAT APPLY TO SECTION 8 – BUSINESS INTERRUPTION (OPERATIVE ONLY IF STATED IN THE SCHEDULE)

The maximum amount payable in respect of each of the following extensions shall not exceed in respect of any one loss the monetary amount as shown for each operative extension in the **Schedule**.

Subject to all other terms, conditions and exclusions of this **Policy**, cover under this Section is extended (if shown as operative in the **Schedule**) to include loss, calculated in accordance with the Basis of Claims Settlement provisions above, resulting from interruption to or interference with the **Business** carried on by **You** at the **Premises** caused by any of the following contingencies occurring during the **Period of Insurance**.

#### Contract Sites

**Damage to Property Insured** whilst at any site in the **Territorial Limits** not in **Your** occupation where **You** are carrying out a contract.

#### Specified Customers

**Damage** of the type insured by this **Policy** to property at the premises of **Your** customers as stated in the **Schedule**.

#### Specified Suppliers

**Damage** of the type insured by this **Policy** to property at the premises of **Your** suppliers as stated in the **Schedule**.

#### Storage Sites

**Damage** of the type insured by this **Policy** to property at the premises of any site where **Your** goods are stored in the **Territorial Limits**.

#### Transit

**Damage** of the type insured by this **Policy** to **Your** property while in transit in Great Britain or Northern Ireland, but excluding loss in respect of impact to or collision with the conveying road or rail vehicle or waterborne craft.

#### Unspecified Customers

**Damage** of the type insured by this **Policy** to property at the premises of any of **Your Customers**, all in the **Territorial Limits**. Provided that for the purposes of this extension the term **Customers** means the companies, organisations or individuals with whom, at the time of the **Incident**, **You** have contracts or direct trading relationships to supply goods or services.

#### Unspecified Suppliers

**Damage** of the type insured by this **Policy** to property at the premises of any of **Your** direct suppliers, manufacturers or processors of components, goods or materials, all in the **Territorial Limits**, but excluding loss resulting from **Damage** to property of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such service.

### EXTENSIONS THAT APPLY TO SECTION 8 – BUSINESS INTERRUPTION

The maximum amount payable in respect of each of the following extensions shall not exceed in respect of any one loss 10% of the **Sum Insured** or GBP 100,000 whichever is the lesser amount.

Subject to all other terms, conditions and exclusions of this **Policy**, cover under this Section is extended to include loss, calculated in accordance with the Basis of Claims Settlement provisions above, directly resulting from interruption to or interference with the **Business** carried on by **You** at the **Premises** caused by or in consequence of any of the following contingencies occurring during the **Period of Insurance**.

## SECTION 8 – BUSINESS INTERRUPTION (CONTINUED)

### Failure of Supply

**Damage** of the type insured by this **Policy** to property at any;

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

from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits**.

### Prevention of Access

**Damage** of the type insured by this **Policy** to property within 500m of the **Premises**, where such **Damage** shall physically prevent access to the **Premises** or causes a fall in the number of customers attracted to the vicinity of the **Premises**, whether or not **Your Premises** or **Your** property in the **Premises** is damaged.

## Section 9 – EMPLOYERS LIABILITY

### OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** under Section 9 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**;

in the event of **Bodily Injury** or disease sustained by any **Employee** which arises out of and in the course of their employment by **You** in the **Business** and which is caused during the **Period of Insurance**;

- i) within the **Territorial Limits**; or
- ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that the **Employee** is normally resident in the **Territorial Limits**.

### Limit of Indemnity

1. The amount specified in the **Schedule** as the **Limit of Indemnity** for Section 9.

**Our** liability to **You** for all compensation payable by **You** to any claimant or any number of claimants arising out of any one event will not exceed the **Limit of Indemnity**. The **Limit of Indemnity** will be the maximum amount payable including **Costs and Expenses**.

2. Despite anything contained in 1. above, **Our** liability to **You** under Section 9 for:
  - damages and **Costs and Expenses** payable by **You**;
  - in respect of any one claim arising out of any one event;

arising out of **Terrorism** will not exceed GBP 5,000,000.

3. Despite anything contained in 1. above, **Our** liability to **You** under Section 9 for:
  - damages and **Costs and Expenses** payable by **You**;
  - in respect of any one claim arising out of any one event;

in respect of which a link has been or is established to the manufacture, mining, processing, distribution, survey, investigation, testing, remediation, management of, or removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos will not exceed GBP 5,000,000.

### Employers' liability compulsory insurance

The **Indemnity** granted by Section 9 is deemed to be in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of employers' liability to their **Employees**. The **Indemnity** granted is not, however, intended to cover any additional liability which extends beyond those to which are imposed upon **You** by any such law. Therefore, if **We** become liable to **You**, or to indemnify **You** in respect of any liability **You** incur, for any sum which **You** would not have been required to pay in accordance with the provisions of that law then **You** must repay the sum to **Us**.

### Extension 1 – Unsatisfied court judgments

In the event that:

- a) judgment for damages is obtained from a Court within the **Territorial Limits** against any company or individual conducting its business within the **Territorial Limits** by any **Employee** in respect of **Bodily Injury** or disease caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b) it remains unsatisfied in whole or in part six months after the date of that judgment;

**We** will **Indemnify** the **Employee** or their personal representative up to the **Limit of Indemnity** for the amount of damages and awarded costs which remain unsatisfied as long as:

- i) there is no appeal outstanding;
- ii) any payment made by **Us** will only be in respect of bodily injury or disease which would otherwise be within the scope of cover of Section 9 of the **Policy**;
- iii) any payment made by **Us** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under Section 9 of the **Policy** if the judgment had been made against **You**; and
- iv) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance **We** may reasonably require.

### Exclusions applicable to Section 9

1. **We** will not **Indemnify You** under Section 9 against **Your** legal liability for **Bodily Injury** or disease to an **Employee** in circumstances where compulsory insurance or security is required under any applicable Road Traffic legislation.
2. **We** will not **Indemnify You** under Section 9 against liability arising **Offshore**.

### Condition applicable to claims under Section 9

It is a condition precedent to **Our** liability under this **Policy**, that **We** will only indemnify **You** under this Section 9 in respect of any liability connected with:

- a) **Your** employees' activities in the course of **Your Business** in connection with the manufacture, mining, processing, distribution, survey, investigation, testing, remediation, management or removal of, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos; or
- b) **Terrorism** or **Pollution**;  
to the extent that **You** are (i) required by statute, statutory instrument, or **Your** professional governing body to hold cover in relation to **Bodily Injury** or disease arising from those perils, and (ii) during **Your Proposal** for cover, **You** have disclosed to **Us**, that **You** are under such an obligation to obtain such cover from **Your** professional governing body, which is noted separately in the **Schedule**.

## Section 10 – PUBLIC LIABILITY

### OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We will Indemnify You** under Section 10 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**; in the event of;
  - i) accidental **Bodily Injury** to any person
  - ii) accidental loss of or damage to **Property**;
  - iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **Period of Insurance** and arising out of the activities of **Your Business**;

- a) in the **Territorial Limits**;
- b) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Territorial Limits**.

### Limit of Indemnity

**Our** liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 10.

**Costs and Expenses** are payable in addition to the **Limit of Indemnity** under Section 10 apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **Limit of Indemnity** for Section 10 will be the maximum amount payable including **Costs and Expenses**.

### Extensions applicable to Section 10

These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

#### 1. Defective premises

In accordance with the requirements of the Defective Premises Act 1972 **We will Indemnify You** against **Your** legal liability for losses occurring during the **Period of Insurance** for **Bodily Injury** or damage to **Property** arising in respect of any premises disposed of by **You** and which had, immediately prior to its disposal, been used in connection with the **Business**.

The **Indemnity** does not apply to legal liability:

- a) for which **You** are entitled to indemnity under any other policy of insurance;
- b) for **Bodily Injury**, loss or damage happening prior to such disposal; or

- c) for the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

#### 2. Leased premises

**We will Indemnify You** against **Your** legal liability for loss of or damage to **Premises** or fixtures or fittings in and on the **Premises** during the **Period of Insurance** which are leased to **You**.

This **Indemnity** does not apply in respect of **Your** legal liability for:

- (i) loss or damage arising under agreement unless liability would have attached to **You** in the absence of such agreement;
- (ii) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf;
- (iii) the first 500 GBP of each and every occurrence of loss or damage caused otherwise than by fire or explosion; and
- (iv) any liability which attaches to **You** in relation to claims relating to, or arising from, any agreement **You** have entered into to lease any of **Your Premises** to a third-party in circumstances where that third party tenant has, or ought to have, alternative cover which should respond to the claim.

#### 3. Contingent liability (non-owned vehicles)

(For the purposes of this Extension "**You /Your**" is restricted to a) and b) only of the General Definition.)

**We will Indemnify You** against **Your** legal liability for **Bodily Injury** and loss of or damage to **Property** occurring during the **Period of Insurance** arising out of the use of any motor vehicle in connection with the **Business** which is not **Your Property** or leased or hired to **You** and is not provided by **You**.

This **Indemnity** does not apply in respect of:

- a) loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- b) **Bodily Injury**, loss of or damage arising while such vehicle is being:
  - i) driven by **You**;
  - ii) driven with the general consent of **You** or of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
  - iii) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or
  - iv) engaged in racing, pace making reliability trials or speed testing;
- c) loss or damage in respect of which **You** are entitled to indemnity under any other insurance.
- d) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of any vehicle as a requirement of any relevant Road Traffic Act legislation.

## Section 10 – PUBLIC LIABILITY (CONTINUED)

### 4. Overseas personal liability

Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**, **We** will **Indemnify You** and:

- i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
- ii) any of **Your** directors or **Employees**; and
- iii) any spouse or child(ren) of **Your** directors or **Employees** accompanying them;

against legal liability incurred in a personal capacity for accidental **Bodily Injury** or loss of or damage to **Property** occurring during that visit.

### Exclusions applicable to Section 10

**We** will not **Indemnify You** under Section 10 against liability:

1. for loss of or damage to property belonging to **You** or in **Your** custody or control or in the custody or control of **Your Employees** other than;
  - i) in respect of **Property** including motor vehicles belonging to **Your Employees** or visitors to **Premises** occupied by **You**; or,
  - ii) in respect of any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to those premises.
2. arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **You** or on **Your** behalf of any **Aircraft**, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
4. arising from any **Products** after they have ceased to be in **Your** custody or control other than food or drink for consumption on **Your** premises.
5. caused by or arising out of;
  - i) **Professional Services**, including but not limited to, advice, design or specification given by **You** for a fee; or
  - ii) **Professional Services** rendered by **You** or on **Your** behalf.
6. in respect of each claim arising out of damage to **Property**, for the first amount equal to the **Excess** stated in the **Schedule**.
7. for loss or damage to **Your Contract Works**:
  - i) prior to certified completion or handover by **You**;
  - ii) after certified completion or handover by **You**, where such loss or damage arises out of the defective condition of any part of such property structure or **Contract Works**.
8. for the costs incurred by anyone in;
  - i) recalling or making refunds in respect of any **Products** or **Contract Works**;
  - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You**.
9. arising from or in connection with any trade or operation thereof carried out by any tenant of **Your Property**.



## Section 11 – PRODUCTS LIABILITY

### OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We will Indemnify You** under Section 11 against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and Expenses**;

in the event of;

- i) accidental **Bodily Injury** to any ordinary person who consumes or utilises the **Product** in the manner in which it was intended; or
- ii) accidental loss of or damage to **Property**;

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** supplied from within the **Territorial Limits** after they have ceased to be in **Your** custody or control.

### Limit of Indemnity

**Our** liability for all sums payable in respect of the **Period of Insurance** will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 11.

**Costs and Expenses** are payable in addition to the **Limit of Indemnity** under Section 11.

### Exclusions applicable to Section 11

**We will not Indemnify You** under Section 11 against **Your** legal liability:

1. caused by or arising out of any **Products** which;
  - i) to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
  - ii) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, hovercraft or waterborne craft or for marine or aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or any part of those **Products**.
3. arising out of loss of or damage to **Products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **Products**.
5. caused by, or occurring to, **Products**, which are in **Your** custody or control, but do not belong to **You**, if, and to the extent that the owner of those **Products**, has the benefit of alternate cover which responds to, or should respond to, any claim relating to those **Products**.
6. caused by, related to, or arising out of, **Professional Services**, including but not limited to, advice, design or specification where those services were either provided, or would ordinarily have been provided, for a fee.

## GENERAL EXTENSIONS TO SECTIONS 9 – 11

(These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.)

### 1. Contractual liability

Despite General Exclusion – Contractual Liability, **We** will **Indemnify You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of that contract or agreement provided that:

- i) the conduct and control of claims is vested in **Us**;
- ii) the **Indemnity** granted by Section 9 – Employers' Liability will apply only in respect of **Your** liability to **Your Employees**;
- iii) notwithstanding the above, **We** will not **Indemnify You** beyond any liability which would have attached to **You** under statute or common law;
- iv) nothing in this extension will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**; and
- v) the maximum amount payable in respect of this extension is subject to a sub-limit of GBP 250,000 any one loss and in the aggregate.

### 2. Cross liabilities

If the policyholder named in the **Schedule** comprises more than one party, **We** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this extension will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**.

### 3. Compensation for court attendance

In the event of any of **Your** directors, partners or **Employees** attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to **Indemnity** under this **Policy**, **We** will provide compensation at the following rates for each day on which attendance is required;

- i) any director or partner 500 GBP per day;
  - ii) any **Employee** 250 GBP per day;
- limited in total for all court appearances commenced during the **Period of Insurance** to GBP 10,000, which is payable in addition to the **Limits of Indemnity** specified in the **Schedule**.

## Limit of indemnity

With the exception of the specific sub-limit of indemnity set out in extension 3 (**Compensation** for court attendance), **Our** liability for all compensation payable by **You** (including **Costs and Expenses**) under these General Extensions will not exceed GBP 250,000 in total for all claims first made against **You** during the **Period of Insurance**.

## Exclusions

**We** will not **Indemnify You** in respect of:

- i) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an **Indemnity** under these General Extensions.
- ii) claims which arise out of circumstances:
  - a) notified to previous insurers; or
  - b) known to **You**, or which should have been known to **You** upon reasonable enquiry, at inception of this **Policy**.

## Conditions

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay a claim, or any payment may be reduced. **You** must:

1. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any circumstance which may give rise to a claim under this **Policy**. Any claims arising out of circumstances notified in accordance with this condition will be deemed to have been first made against **You** during the **Period of Insurance**
2. comply with the Claims Procedure and Conditions on pages 12-13 of this **Policy**.

## PROSECUTION DEFENCE COSTS

### THIS EXTENSION ONLY APPLIES IF SHOWN AS OPERATIVE IN THE SCHEDULE

#### Definitions

**Applicable Legislation** means:

- Health and Safety at Work etc Act 1974;
- Corporate Manslaughter and Corporate Homicide Act 2007;
- Health and Safety Inquiries (Procedure) Regulations 1975; or similar legislation in the United Kingdom; and
- Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

**You / Your** is limited to paragraphs a) to c) i) of the General Definition.

#### Operative Clause

**We** will **Indemnify You** against:

- a) legal costs and expenses incurred with **Our** prior written consent;
  - i) in the defence of any criminal proceedings that have been formally issued against **You** in respect of an offence under or breach, whether actual or alleged, of any **Applicable Legislation** provided that the offence or breach is committed or is alleged to have been committed within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;
  - ii) in an appeal against a conviction arising from the above criminal proceedings;
  - iii) in the preparation for, and representation at, the hearing of any mitigating circumstances, should **You** plead guilty to any criminal proceedings;
- b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with **Our** prior written consent, of **Your** legal representation at an actual inquiry or inquest ordered under any **Applicable Legislation** provided that the incident giving rise to the inquiry or inquest occurred within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;

all of which proceedings or inquiry or inquest result from any matter which is the subject of **Indemnity** under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**.

For the avoidance of doubt this clause does not cover costs and expenses arising out of a general investigation unless or until that investigation is linked to a formal inquiry or inquest.

For the purpose of this Extension:

1. **Our** total liability will not exceed:
  - a) GBP 1,000,000 in total for legal costs and expenses incurred with **Our** written consent in respect of sub-paragraphs a) and c) above;

inclusive of

- b) GBP 100,000 in total for all prosecution costs awarded against **You** in respect of sub-paragraph b) above;

which is payable in addition to the Limit(s) of **Indemnity** specified in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**.

2. Amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **We** have a financial interest in the outcome of the proceedings.

#### Conditions

1. **We** will refer claims under this Extension to one of our panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish once any proceedings, inquiry or inquest set out in (a) to (c) have been formally initiated.
2. Notwithstanding anything in this section to the contrary, **We** will be entitled, at **Our** sole discretion, to instruct one of **Our** expert legal advisors, at any time, to investigate any claim or circumstance, notified under this section. If **We** do so, **You** are required to cooperate and assist in any reasonable way required by **Our** legal advisors.
3. To the extent that any investigation or defence of any claim for which **You** are entitled to an **Indemnity** under this section also impacts upon any potential or actual civil claim which **You** or any of **Your Employees** would be entitled to an indemnity under this **Policy**, **You** agree that **You** and **Your** legal representatives will allow one of **Our** panel of expert legal advisors to control and conduct those investigations.
4. If **You** elect to appoint **Your** own legal representative the **Indemnity** under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation. To the extent that **We** have already appointed one of **Our** panel of expert legal advisors in relation to investigating or protecting **Our** interests under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**, **Your** own legal representative must work alongside **Our** legal representative and must not duplicate work undertaken by **Our** legal representative.
5. It is a condition precedent to **Our** liability under the **Policy** that **We** be entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry or inquest which is the subject of a claim under this Extension and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file.

## PROSECUTION DEFENCE COSTS (CONTINUED)

6. At any time, **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have at least a 65% prospect of successfully defending the prosecution, then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then;
- i) **We** will withdraw **Our** support for **Your** defence and be under no further obligation to indemnify **You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
  - ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case **We** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution. If the opinion of the Queen's Counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence, but if it does not **We** will withdraw our support for **Your** defence and be under no further obligation to indemnify **You** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **Your** rights under General Conditions – Arbitration" on page 48, nor (if **You** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "How to make a complaint" on page 14.

7. In the event that **You** are dissatisfied with service provided by the appointed legal representative:
- i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;
    - a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in "How to make a complaint" on page 14;
    - b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;
      - this could prolong the court case;
      - whilst the consequences could be to **Your** advantage they might be to your disadvantage;
      - this is likely to incur increased costs for which **We** would only **Indemnify You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

Nothing in this sub-paragraph 7. i) b) removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - a) are a member of **Our** panel **You** may complain to **Us** by following the complaints procedure in "How to make a complaint" on page 14;
  - b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Solicitors Regulation Authority Contact Centre on **0370 606 2555** or email: **contactcentre@sra.org.uk**

### Exclusions

**We** will not **Indemnify You**:

1. against liability for fines or penalties of any kind;
2. against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **Indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of that act or omission;
3. against liability for costs and expenses in defending a prosecution where **Indemnity** is provided by any other insurance.

## GENERAL EXCLUSIONS

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### APPLICABLE TO ALL SECTIONS (UNLESS OTHERWISE STATED)

#### Asbestos

Save to the extent provided in Sections 1, 2 and 9 **We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to 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 of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

#### Building Works (not applicable to Section 9 – Employer’s Liability)

**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works** at the **Premises**.

#### Disease Exclusion (not applicable to Section 9 – Employer’s Liability)

**We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:  
Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

#### Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
  - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
  - ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused

- by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
  - 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
  - 5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

#### Nuclear Energy Risks

**We** will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

#### Pollution

##### Applicable to Sections 1 – 8:

**We** will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of one or more of the **Defined Perils**.

## GENERAL EXCLUSIONS (CONTINUED)

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### Applicable to Sections 10 – 11

We will not **Indemnify You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under Section 10 – Public Liability or Section 11 – Products Liability against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

- i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
- iii) nothing in these provisos will increase **Our** liability to pay more than the **Limits of Indemnity** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Insurance**.

### Radioactivity

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

### Terrorism (not applicable to Section 9 – Employers Liability)

We will not indemnify **You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### Micro-Organism Exclusion (not applicable to Section 9 – Employers Liability)

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly 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 whether there is;

- i) any physical loss or **Damage to Property Insured**;
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence;
- iii) any loss of use occupancy or functionality;
- iv) 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 or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

### Northern Ireland Overriding Exclusion

We will not indemnify **You** against loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly 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.

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

## GENERAL EXCLUSIONS (CONTINUED)

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### Sonic Bangs Exclusion

We will not indemnify You against Damage caused by pressure waves caused by Aircraft or other aerial devices travelling at sonic or supersonic speeds.

### APPLICABLE TO SECTIONS 9-11 (UNLESS OTHERWISE STATED)

### Bodily Injury to Employees (not applicable to Section 9 – Employers Liability)

We will not Indemnify You against Your legal liability for Bodily Injury to any of Your Employees arising out of and in the course of employment by You in Your Business.

### Computer Hacking or Misuse

We will not Indemnify You against Your legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

- a) actual or anticipated publication of Data including but not limited to privileged information or sensitive personal Data; or
- b) actual or suspected theft of Data including but not limited to privileged information and sensitive personal Data.

### Computer Systems (not applicable to Section 9 – Employers Liability)

We will not Indemnify You against Your legal liability arising out of failure of any Computer System, whether or not Your Property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any Computer System relating to date or time compliance.

### Contractual Liability

We will not Indemnify You against Your legal liability which is assumed by You under agreement unless liability would have arisen in the absence of that agreement.

### Due Care (not applicable to Section 9 – Employers Liability)

We will not Indemnify You against Your legal liability caused by or arising out of the deliberate, conscious or intentional disregard of Your obligation to take all reasonable steps to prevent Bodily Injury or loss of or damage to Property.

### Excess (not applicable to Section 9 – Employers Liability)

We will not Indemnify You against Your legal liability for the first amount equal to the Excess stated in the Schedule.

### Liquidated Damages and Contractual Remedies (not applicable to Section 9 – Employers Liability)

We will not Indemnify You against Your legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by You for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

### Punitive Damages, Penalties and Fines

We will not Indemnify You against Your legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

### United States of America and Canada

We will not Indemnify You against Your legal liability:

- a) in respect of any judgment award or settlement made within;
- b) in respect of any order made anywhere in the world to enforce, in whole or in part any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to:

- i) the United States of America or Canada; or
- ii) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by Your directors or Employees normally resident in the Territorial Limits under sub-paragraph B of the Operative Clause to Section 10 – Public Liability or under Extension 4 – Overseas personal liability of the Extensions applicable to Section 10.

## GENERAL CONDITIONS

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### Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by ARIAS (UK). Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**. The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on page 17.

### Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule**, a rebate of premium will not be paid to **You**.

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

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

### Non-Invalidation

The **Policy** shall not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that immediately **You** become aware thereof **You** give notice to **Us** and pay an additional premium if required.



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