



COMMERCIAL
EXPRESS

Fast Food & Restaurant

Policy Wording

Fast Food & Restaurant Policy Wording

Guide to Fast Food & Restaurant Policy Wording

This insurance is designed to provide cover for **You** as operators of Fast Food and Restaurant businesses.

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract and does not protect against every loss.

There are General Policy and General claims conditions contained in this **Policy** and conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) that are all important to **Us** and which **We** rely upon **You** to comply with.

The conditions clearly set out what **You** must do to ensure cover under this **Policy** is not prejudiced. In the event **You** breach a condition(s) and **You** need to make a claim **You** will need to show that non - compliance with the condition could not have increased the risk of **Damage** which has occurred.

If **You** are unsure as to what a condition means or if **You** are unable to comply with the terms **You** should consult with **Your** insurance advisor.

The **Policy** Definitions section provides the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Policy** defines what is covered under separate sections A-L. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are contained within General Exclusions and **We** will not pay a claim if these exclusions are applicable.

The General **Policy** conditions section covers certain rights of **You** and **Us** and include conditions that apply to the whole of the **Policy**. The General Claims conditions section covers certain rights of **You** and **Us** in the event of a claim and details what to do in the event of a claim under this **Policy**.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify which Sections of this **Policy** are operative including the **Sums Insured**.

The **Schedule** may also contain additional conditions to the **Policy** wording that **We** have imposed placing additional conditions on **You** and/or limiting coverage. The terms of those conditions 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 this in **Our** complaints procedure section.

Reading the Policy

It is strongly recommended that **You** read the **Policy** including the **Policy Schedule** and any **Endorsements** to ensure that the **Policy** meets with your requirements. This **Policy** is a legally binding contract which **You** have made with the **Insurers**.

In the event that the cover does not meet with **Your** requirements **You** should advise **Your** insurance advisor without delay.

We will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain effective unless **We** have agreed to a variation in writing.

Authorised Policy

In consideration of the payment by **You** of the premium specified in the **Schedule Insurers** agree (subject to the terms, conditions and exclusions of the **Policy**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.

Provided always that: -

(i) The liability of the **Insurers** will not exceed the **Sums Insured** or **Limits of Indemnity** stated in the **Schedule** or such other **Sums Insured** or **Limits of Indemnity** as maybe substituted by **Endorsement** attached to the **Policy**;

(ii) This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

Any dispute arising out of or in connection with this **Policy** will be subject to and interpreted solely in accordance with the laws of England and Wales. **You** and the **Insurers** agree that all disputes arising out of or in connection with the **Policy** will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the law applicable (as documented in the **Policy** Conditions section within this **Policy**).



About the Insurer(s)

Sections A-I: Underwritten by AmTrust Europe Limited, whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676). AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting www.fca.org.uk

Sections J, K & L of this **Policy** are underwritten solely by Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 206658). Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY

This policy is arranged by Commercial Express Quotes Limited who act as agent of the Insurers. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

Financial Services Compensation Scheme (FSCS)

Commercial Express Quotes Limited, AmTrust Europe Limited and Ascot Syndicate 1414 at Lloyd's are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Commercial Express Quotes Limited, AmTrust Europe Limited and Ascot Syndicate 1414 at Lloyd's cannot meet any obligations to **You** under this insurance. Further details about the scheme can be obtained by contacting them on: Tel: 0800 678 1100 or + 44 (0) 207 741 4100 or www.fscs.org.uk.

Authorised Policy (continued)

Several Liability

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

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

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

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

Index

| | | |
|---|--|---------|
| Guide to Fast Food & Restaurant Policy Wording | | 2 |
| Authorised Policy | | 3 – 4 |
| Your Personal Information Notice | | 6 - 7 |
| Policy Definitions | | 8 – 11 |
| Section A - Material Damage | | 12 - 15 |
| Section B - Loss of Profits | | 16 - 17 |
| Section C - Glass, Including Sanitary Fittings, Signs and Fascia | | 18 |
| Section D - Money | | 19 – 21 |
| Section E - Goods In Transit | | 22 – 23 |
| Section F - All Risks | | 24 |
| Section G - Book Debts | | 25 |
| Section H - Loss of Licence | | 26 |
| Section I - Stock Deterioration Cover For Frozen Foods | | 27 |
| Sections J, K & L - Liabilities | | 28 – 31 |
| General Exclusions | | 32 – 34 |
| General Policy Conditions | | 35 – 39 |
| General Claims Conditions | | 40 - 42 |
| Complaints Procedure | | 43 - 44 |

Your Personal Information Notice

In respect of the following statement only, 'We/Our/Us' refers to Amtrust Europe Ltd, Ascot Underwriting Ltd, and Commercial Express Quotes Limited. Amtrust Europe Ltd, Ascot Underwriting Ltd, and Commercial Express Quotes Limited acknowledge that each are independent Data Controllers and each alone determine the purposes and means of processing as a controller.

We respect Your right to privacy. In **Our** Privacy Policy (available at the website links below) **We** explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact Us using the appropriate contact details below.

We may collect Your personal information such as name, email address, postal address, telephone number, gender, date of birth and payment details. In some circumstances, **We** may need to collect information relating to health or criminal convictions in order to provide Your insurance **Policy** or if it is required for any legal obligations. **We** need the personal information to enter into and perform a contract with **You** and **We** will use Your personal information to provide products and services as required by **You**, communicate with **You**, undertake statistical analysis, develop new products and services, and to meet **Our** legal or regulatory obligations. **We** retain personal information **We** collect from You where We have an ongoing legitimate business need to do so (please note that reference to "You" or "Your" herein encompasses non-exhaustively "You, Your company, employees and / or customers").

We may disclose your personal information to:

- **Our** group companies (where applicable);
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Policy or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Policy; or
- any other person with **Your** consent to the disclosure.

Most of the personal information **We** hold about **You** is received from **Your** Insurance advisor, who will provide **Us** with **Your** information so **We** can arrange and provide **Your** insurance **Policy** for **You**. **We** may also collect personal information from **You** if **You** contact **Us** directly, for example if **You** needed to make a complaint.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

Your personal information may be transferred to and processed in countries outside of the UK. Where we do this, we take all steps necessary to ensure that **Your** personal information is treated securely and in accordance with data protection legislation.

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Policy.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send You. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time. Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent.

If **You** have any concerns about our use of **Your** personal information, you can make a complaint to **Us** by using the appropriate contact details below.

Your Personal Information Notice (Continued)

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is:
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Our Privacy Policies can be viewed at:

| | |
|-----------------------------------|---|
| AmTrust Europe Ltd | https://amtrustinternational.com/legal/privacy-cookies/ |
| Ascot Underwriting Limited | https://ascotgroup.com/cookie-and-privacy-policy/ |
| Commercial Express Quotes Limited | https://www.commercialexpress.co.uk/privacy-policy-policyholders |

A copy can also be provided on request by using the contact details below:

| | |
|-----------------------------------|--|
| AmTrust Europe Ltd | By Email: privacy@amtrustgroup.com or by writing to us at: The Data Protection Officer, AmTrust International, Exchequer Court, 33 St. Mary Axe, London, EC3A 8AA |
| Ascot Underwriting Limited | By Email: DPO@ascotgroup.com By Phone: 0207 743 9600 or by writing to us at: Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY |
| Commercial Express Quotes Limited | By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH |

If **You** wish to make a complaint directly to **Us** please contact:

| | |
|-----------------------------------|--|
| AmTrust Europe Ltd | Online: https://amtrustinternational.com/About-Us/Contact-Us By Email: privacy@amtrustgroup.com or by writing to us at: The Data Protection Officer, AmTrust International, Exchequer Court, 33 St. Mary Axe, London, EC3A 8AA |
| Ascot Underwriting Limited | By Email: DPO@ascotgroup.com By Phone: 0207 743 9600 or by writing to us at: Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY |
| Commercial Express Quotes Limited | By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH |

Policy Definitions

In this **Policy**, words that are highlighted in bold have the following meanings:

Bodily Injury

- a. Accidental Death, illness, disease or injury
- b. Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution
- c. Mental injury, mental anguish or shock but not defamation

Buildings

means the building(s) situated at the address(es) specified in the **Schedule** which include;

- a) landlord's fixtures and fittings
- b) annexes, gangways, outbuildings and extensions, tenant's 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 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, re-roofing and installation of cavity wall insulation.

Business

The business stated in the **Schedule** including

- a. The provision and management of canteens, clubs, sports, athletic and social welfare organisations for the benefit of **Your Employees**
- b. The ownership, repair, maintenance and decoration of **Your Premises** and the provision and management of first aid and ambulance services
- c. Private work carried out by any **Employee** of Yours (with the consent of **You** for any director, partner or official of **Yours**)

Consequential loss

Any loss which happens as a result of, or is a side effect of, an event for which **You** are insured.

Damage(d)

Accidental physical loss or destruction of or damage to the **Property Insured**.

Employee

- a. any person under a contract of service or apprenticeship with **You**
- b. any labour master or labour only subcontractor or person supplied or employed by them undertaking work for **You** in the course of the **Business**
- c. any self-employed person undertaking work for **You** in the course of the **Business**
- d. any person hired or borrowed by **You** from another employer under an agreement by which the person is considered to be employed by **You**
- e. any student or person undertaking work for **You** under a work experience scheme while in the course of the **Business**
- f. any voluntary helper undertaking work for **You** in the course of the **Business**

Endorsement(s)

A change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

Excess

The amount **You** will have to pay towards each separate claim

Policy Definitions (continued)

Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Insured Event

The words “insured event” mean:

- i) 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
- ii) lightning
- iii) 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
- iv) aircraft or other aerial devices or articles dropped from them
- v) 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 or flood excluding:
 - i) **Damage** attributable solely to a change in the water table level
- i) overflowing, discharge or leaking of any sprinkler apparatus
- j) escape of water or oil from any tank, apparatus or pipe
- k) 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 aerals
- l) **Subsidence** - (This Peril operates only if stated in the **Schedule**)-

Damage caused by **Subsidence** or heave of the site the **Buildings** stand on or **Landslip** subject to the following exclusions:

1. **Damage** caused by or resulting from the **Settlement** or movement of made up ground or coastal or river or watercourse erosion
2. **Damage** caused by faulty design, workmanship or material
3. **Damage** caused by demolition of or alterations or repairs to the **Buildings**
4. **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are **Damaged** at the same time and by the same cause
5. **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause
6. **Damage** which originated prior to the Inception of this cover

We will not pay for normal **settlement** or bedding down of new structures

- m) Accidental **Damage** - (This peril operates only if stated in the **Schedule**) –

Accidental Damage to the **Buildings** or **Contents** subject to the following exclusions:

1. **We** will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration wear, tear or frost
2. **We** will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
3. **We** will not pay for **Damage** caused by collapse or cracking of the **Buildings**
4. **We** will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, or scratching
5. **We** will not pay for acts of fraud or dishonesty
6. **We** will not pay for disappearance, unexplained or inventory shortage misfiling or misplacing of information
7. **We** will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
8. **We** will not pay for mechanical or electrical breakdown or failure of machinery or equipment
9. **We** will not pay for bursting, overflowing, discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Buildings** are **Unoccupied**
10. **We** will not pay for normal **Settlement** or bedding down of new structures
11. **We** will not pay for **Damage** to property as a result of its undergoing any process

Policy Definitions (continued)

12. **We** will not pay for **Damage** to property in transit
13. **We** will not pay for **Damage** to vehicles licensed for road use (including their accessories), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
14. **We** will not pay for property or structures in the course of construction or erection
15. **We** will not pay for any **Damage** specifically excluded elsewhere in this **Policy**
16. **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals
17. **We** will not pay for **Damage** to the interior of any **Building** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building**, first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters
18. **We** will not pay for the cost of general maintenance or upkeep

Keyholder

You or any person or key holding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the alarm system, attend and allow access to the **Premises**.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Outbuilding

Any building:

- i) at the **Premises** specified in the **Schedule**; and
- ii) which does not incorporate permanent foundations below ground level; and/or
- iii) which is not capable of being properly secured including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance

The period specified in the **Schedule** and any additional period agreed **Insurers** as provided in any **Endorsement**, or until cancelled.

Policy

The entirety of the policy, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the policy of insurance coming into force or at any time thereafter).

All references to the terms, conditions and exclusions of the **Policy** will be considered as referring to the entire **Policy**.

Premises

The insured address(es) specified in the **Schedule** relating to the **Business**.

Property Insured

Buildings, **Trade Contents** and **Stock** if and to the extent they are included in the **Schedule**.

Responsible Person

You or any other person authorised by **You** to be responsible for the security of the **Premises**

Schedule(s)

The document showing **Your** name, the **Premises**, the **Sums Insured**, the **Period of Insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the ground being compressed by the weight of the **Buildings within 10 years of construction**.

Stock

Your stock in trade or for which **You** are responsible excluding:

- a. motor vehicles their contents or accessories, bonds, bills of exchange, deeds, promissory notes, cheques, securities, money and stamps

Policy Definitions (continued)

- b. medals, coins, furs, gold and silver articles, precious metals, precious stones or livestock unless agreed in writing by **Insurers** and specified in the **Schedule**
- c. paintings, prints and works of art with an individual value exceeding £500

Subsidence

Downward movement of the ground beneath the **Buildings** where the movement is unconnected with the weight of the building.

Sums Insured/Limit of Indemnity

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

Territorial Limits

United Kingdom, the Channel Islands or the Isle of Man

Trade Contents

All contents other than **Stock** but including office equipment decorations and improvements, fixtures and fittings and for which the **You** are responsible including:

- a. personal effects and pedal cycles belonging to **You**, **Your** partners directors or employees up to an amount not exceeding £750 any one person
 - b. documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or 15% of the trade contents **Sum Insured** whichever is the less
 - c. computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the trade contents **Sum Insured** whichever is the less.
- excluding:**
- a. motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes, cheques, securities, money and stamps
 - b. medals, coins, furs, gold and silver articles, precious metals, precious stones or livestock unless agreed in writing by **Insurers** and specified in the **Schedule**
 - c. paintings, prints and works of art with an individual value exceeding £500

Unoccupied

When the **Premises** (or any part of the **Premises**) are closed for trade for a period in excess of fourteen consecutive days

We/Us/Our/Insurers

For sections A – I of this policy, AmTrust Europe Limited

For sections J, K & L, Ascot Syndicate 1414 at Lloyds.

You/You're

The person, persons or entity stated in the **Schedule**.

Section A - Material Damage

The following cover applies only if the **Schedule** shows that it is included.

Definitions specific to this Section

Architects, Surveyors, Legal and Consulting Engineers Fees:

The cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Buildings** as a result of **Damage** covered under this **Policy** but not for preparing any claim.

Cost of Reinstatement:

- i) the rebuilding or replacement of property lost or destroyed which provided **Insurers'** liability is not increased may be carried out:
 - a. in any manner **You** and the **Insurers'** agree
 - b. on another site agreed by both **You** and the **Insurers**
- ii) the repair or restoration of property damaged to a condition 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 Legislation, Architects, Surveyors, Legal and Consulting Fees**

European Community and Public Authorities Legislation

Additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the legislation of;

- a) European Community or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority in respect of the **Damaged** property

Excluding;

- a) the cost incurred in complying with the Legislation: -
 - i) in respect of **Damage** occurring prior to the granting of this Extension
 - 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 there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any **Insured Event** covered under this **Policy**
- b) the additional cost that would have been required to make good the **Damaged** property to a condition equal to its condition when new had the necessity to comply with the Legislation 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 of such property by reason of compliance with the Legislation.

Removal of Debris

Costs and expenses necessarily incurred by **You** with the consent of the **Insurers** in;

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

following an **Insured Event** which results in a valid claim under this **Policy**.

The **Insurers** will not pay for any costs or expenses;

- a) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section

Cover

Insurers agree that if during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to an **Insured Event**, then following a valid claim under this **Policy** **Insurers** will pay **You**: -

- (i) The **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the "Reinstatement Conditions" as detailed within this **Policy** section.

Section A - Material Damage (continued)

- (ii) where reinstatement or replacement of the **Buildings** does not take place in accordance with (i) above for any reason the "Alternative Basis of Settlement Condition" as detailed within this Policy section will apply.
- (iii) **Trade Contents**-
 - a) the cost of replacing the item as new, or
 - b) pay the cost of repairing any item.
- (iv) **Stock** - the cost price of the goods to **You**

provided that the **Sum Insured** is at least equal to replacing all items under this Section, otherwise **You** will be considered as being **Your** own **Insurer** for the difference and will bear a rateable share of the **Loss** accordingly.

Extensions to Section A

Loss of Rent

Following an **Insured Event** which results in a valid claim under this Section, where the **Buildings** become uninhabitable or partly uninhabitable and cannot be let **Insurers** will pay **You** the resulting loss subject to the following:

- a. **Insurers** will not pay any amount higher than that stated in the **Schedule**
- b. **Insurers** will not pay for loss of rent arising from the tenants leaving the property without giving **You** notice
- c. **Insurers** will not pay for the rent the tenants have not paid
- d. **Insurers** will not pay for loss of rent in respect of any property that was unoccupied immediately before **the Insured Event** giving any rise to a claim
- e. **Insurers** will not pay for any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- f. **Insurers** will not pay for loss of rent after they consider the property fit to be let.

Loss of Metered Water

We will pay **You** for the cost of metered water which **You** are legally responsible arising from accidental escape from water tanks, apparatus and pipes as a result of **Damage** caused by an **Insured Event**.

Excluding;

Any Loss which has not been discovered and remedial action taken within 7 days of the occurrence of the **Damage**.

The amount **We** will pay shall be the difference between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and/or the corresponding period adjusted for any relevant factors affecting **Your** consumption during the period(s) concerned.

Provided that the maximum amount does not exceed £2,500 in respect in any one claim and not exceeding £5,000 in any one **period of insurance**.

This extension will not operate when the **Buildings** are **Unoccupied**.

Exclusions applying to this Section (In addition the General Exclusions also apply to this Section)

We will not pay for:

- a. the amount of the **Excess** stated in the **Schedule**
- b. Loss of market and **Consequential Loss** of any and every description
- c. **Property Insured** more specifically by **Your** behalf or more specifically covered under another Section of this **Policy**
- d. **Damage to Property Insured** directly or indirectly caused or contributed from:
 - a. moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice (a quality in property that causes it to damage or destroy itself), unless resulting from **Damage** not otherwise excluded
 - b. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from **Damage** not otherwise excluded
 - c. change in climatic or atmospheric conditions or in water table levels
 - d. theft, wind, rain, hail, sleet, snow, storm, flood or dust **Damage** to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.
 - e. 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
 - f. any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information

Section A - Material Damage (continued)

- g. theft or attempted theft unless following theft or attempted theft that is accompanied by forcible and/or violent entry into or exit from the **Building** or involving violence or the threat of violence
- h. any undamaged part or item forming part of a set.
- i. **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, piers, jetties, bridges, culverts or excavations
- j. **Damage** due to change of temperature, contamination or deterioration of stock.
- k. **Damage to:**
 - a. Glass as defined in Section C of this **Policy**.
 - b. Money or other items as defined in Section D of this **Policy**.
- l. **Damage** totalling in excess of £500 in respect of computer software and data, computer, documents, manuscripts and Business Books

Basis of Settlement

Reinstatement Conditions

- i) **Insurers'** liability for the repair or replacement of **Buildings damaged** in part will not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment will be made under this condition: -
 - a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Insurers**;
 - b. until the **Cost of Reinstatement** has actually been incurred;
 - c. if the **Buildings** at the time of the **Damage** are insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

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

Alternative Basis of Settlement Condition

Where **Cost of Reinstatement** is not applied **Insurers** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** arising from an **Insured Event** which results in a valid claim under this **Policy** then **Insurers** 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 reduction in value of the **Property Insured**, or
- iii) in the event settlement under i) or ii) above is not applied, the basis of settlement that both **You** and **Insurers** agree upon

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

Limit of Indemnity

Insurers' liability in respect of all incidents of **Damage** to an item of **Buildings** during the **Period of Insurance** shall be limited as follows:

- (i) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Insurers'** liability shall be limited to that **Sum Insured**;
- (ii) In any event, **Insurers'** liability will in no circumstances exceed the total **Sum Insured** for the category of **Buildings** 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 **Insurers** will 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 **Insurers'** liability will be limited to **Removal of Debris**.

Conditions applicable to this section

Average

Each item insured under this Condition is declared to be separately subject to the following Condition of Average.

If at the time of any **Damage** the **Cost of Reinstatement** of the whole of the **Buildings**, in a new condition similar in size, shape and form, is more than the **Sum Insured**, **We** will pay only for the loss in the same proportion. For example, if **Your Sum Insured** only covers two-thirds of the cost of rebuilding the **Buildings**, **We** will only pay two-thirds of the claim.

Section A - Material Damage (continued)

The **Excess** will 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.

Index Linking

We will protect **Your Buildings Sum Insured** against inflation on a monthly basis in line with the House Rebuilding Cost Index, issued by the Royal Institution of Chartered Surveyors and **You** will be notified of the revised **Sum Insured** annually, when your **Policy** is due for renewal. At each renewal a new premium will be calculated based on the new **Sum Insured**.

We will not reduce **Your Sum Insured** if the index should fall.

Although **You** are protected against inflation, **You** must ensure your **Buildings Sum Insured** is adequate.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section, there is any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Insurers** will be limited to its rateable proportion of such loss.

Transfer of Interest

If **You** sell the **Premises**, from the date **You** exchange contracts, **We** will give the buyer the benefit of Section A **Buildings** until completion of the sale, as long as this is within the **Period of Insurance**.

We will not pay for any claim to the **Buildings** if the buyer is insured under any other insurance.

Section B - Loss of Profits

The following cover applies only if the **Schedule** shows that it is included.

Definitions specific to this Section

- (1) **Increased Cost of Working**
The additional expenditure incurred for the sole purpose of avoiding or diminishing **Loss of Net Revenue** which but for such expenditure would have taken place during the **Indemnity Period** but not exceeding the **Loss of Net Revenue** thereby avoided.
- (2) **Indemnity Period**
The period beginning with the occurrence of the **Damage** and ending not later than the Maximum **Indemnity Period** (shown in the **Schedule**) during which the results of the **Business** are affected as a result of the **Damage**.
- (3) **Loss of Net Revenue**
The shortage in the **Net Revenue** during the **Indemnity Period** compared with the corresponding period in the twelve months immediately before the date of the **Damage** to which such adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting it either before or after the **Damage** or which would have affected it had the **Damage** not occurred so that the figures adjusted will represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period** after the **Damage**.
- (4) **Gross Profit**
The **Turnover** of the **Business** at the **Premises** less the cost of stocks, raw materials or components purchased after making allowance for opening and closing stocks in accordance with Your normal accountancy methods and due provision being made for depreciation.
- (5) **Turnover**
The money paid or payable to **You** for goods sold and for services rendered in the course of **Your Business**.
- (6) **Savings**
Such charges and expenses of the **Business** (normally payable out of **Gross Profit**) as may cease or be reduced during the **Indemnity Period** in consequence of the **Damage**.

The Cover

Insurers will indemnify **You** for loss of **Gross Profit** including **Increased Cost of Working** resulting from **Damage** at the **Premises** which causes interruption of or interference with **Your Business** provided that:

- a) An **Insured Event** which results in a valid claim under this **Policy**, has occurred under Section A of this **Policy**, or
- b) payment has been made or liability admitted for the **Damage** under an insurance covering **Your** interest of the **Property Insured** at the **Premises**, or
- c) payment would have been made or liability admitted for the **Damage** but for the operation of a provision in such insurance excluding liability for losses below a specified amount.

Extensions to Section B

Cover under this Section is extended to include Loss of **Gross Profit** or **Increased Cost of Working** directly as a result of:

- a. **Denial of Access** - Following **Damage** as a result of an **Insured Event** to property in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises** whether the **Property Insured** is **Damaged** or not, but excluding **Damage** to property of any supply undertaking from which the **Insured** obtains electricity, gas or water or telecommunications services which prevent or hinders the supply of such services
- b. **Loss of Utilities** - Following an **Insured Event** which results in a valid claim under sections A or B of this **Policy**, failure of any public or private supply undertaking from whom **You** obtain electricity, gas or water by but excluding:
 - i) where such failure is for a period of less than 60 minutes
 - ii) as a result of the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply as a result of drought or any other reason
 - iii) as a result of a fault in any part of the installation belonging to **You**

Section B - Loss of Profits (continued)

- c. **Suppliers** - Following **Damage** as a result of an **Insured Event** to **Your** supplier' s premises that is situated within the United Kingdom but excluding the **Premises** of any public or private supply undertaking from whom **You** obtain electricity, gas or water. **Insurers** limit of liability under this Extension shall be 10% of the **Sum Insured** on **Loss of Net Revenue** or £25,000 whichever is the less.
- d. **Closure** - of the **Premises** by the Authorities following:
 - i) murder or suicide
 - ii) food poisoning or drink poisoning
 - iii) vermin or pests.
 - iv) bomb, hoax or other exposure to physical danger except where such closure is for a period of more than 2 hours.**Insurers** liability under this extension will only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** are affected as a result of the **Damage**.
- e. **Accountants Fees** - the reasonable fees payable by **You** to **Your** professional accountants for producing such information or evidence as may be required by the **Insurers** in connection with any claim under this Section up to 10% of the **Sum Insured** on **Gross Profit** or £25,000 whichever is the less.
- f. **Automatic Reinstatement** - Following an **Insured Event** which results in a valid claim, the **Sum Insured** by this Section will be automatically reinstated from the date of loss, unless **We** or **You** give written notice to the contrary. Provided that in the event of reinstatement **You** will pay the appropriate additional premium that may be required for the reinstatement, from the date of reinstatement and implement any additional risk improvements which **We** may reasonably require.

Basis of Claims Settlement

Loss of **Gross Profit** or **Increased Cost of Working** less any **Savings**.

Conditions

- a) **Average** - if at the time of the **Gross Profit** as adjusted for the trend of the **Business** and the Maximum **Indemnity Period** are greater than the **Sum Insured** stated in the **Schedule** then **You** shall be considered as being **Your** own insurer for the difference and will bear a rateable proportion of the loss accordingly.
- b) **VAT** - To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section will be exclusive of such tax.
- c) **Goods Sold Elsewhere** - if during the **Indemnity Period** goods are sold or services provided elsewhere than at the **Premises** for the benefit of the **Business** the money paid or payable in respect of such sales or services will be brought into account in determining the **Loss of Gross Profit**.
- d) **Liquidation** - This Section will be void if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance.

Conditions applicable to this section

Limit of Liability

Insurers liability in any one **Period of Insurance** will not exceed in the **Sum Insured** by each item specified in the **Schedule**.

Section C - Glass, Including Sanitary Fittings, Signs and Fascia

Insurers will indemnify **You** up to the **Sum Insured** on the **Schedule** against breakage of glass fixed in the windows and doors of the **Premises** but only if the cost of the replacement of glass is **Your** responsibility.

Insurers will also cover the cost of boarding up pending replacement of glass following such breakage.

Section C - Glass Specific Exclusions

This Section does NOT cover:

- i) the cost of removing or restoring frames, or fittings,
- ii) breakage arising from repairs, decorations, additions, alterations to the **Premises**, or to glass whilst being fitted,
- iii) breakage due to dilapidation or deterioration of framework

Section D - Money

Definitions specific to this Section

Business Hours

the usual hours of your **Business** and all hours during which **You** or **Your** directors, partners or **Employees** entrusted with **Money** are on the **Premises** for the purpose of **Your Business**

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 and National Insurance stamps, business travel tickets, luncheon vouchers, trading stamps, holiday with pay stamps, gift vouchers and bills of exchange

Non Negotiable Items

Money consisting of 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.

Cover

Insurers agree to indemnify **You** for amounts not exceeding the **Sum Insured** stated against each item(s) in the **Schedule** against;

- a) **Damage to Money** items from an **Insured Event** which results in a valid claim under this **Policy** whilst:
 - i) in 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) in 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 not exceeding £300 any one claim.
- b) **Damage to Non Negotiable Items** from an **Insured Event** which results in a valid claim under this **Policy** up to £250,000 in any one **Period of Insurance**.

Exclusions applying to this Section (in addition the General Exclusions also apply to this Section)

The liability of the **Insurers** under this Section excludes;

- a) Shortages due to clerical or accounting errors
- b) **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
- c) **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
- d) **Damage** arising elsewhere than in the **Territorial Limits**
- e) **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
- f) **Damage to Money** in transit that is left unaccompanied
- g) The amount of any applicable **Excess** specified in the **Schedule**

Conditions applicable to this section

No cover will operate under this section 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 will 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**.

Section D – Money (continued)

- b) Where the amount of **Money** exceeds GBP 2,500 in transit **You** ensure that the number of **Employees** accompanying the **Money** are as follows:

| Amount of Money in Transit | Minimum Security |
|-----------------------------------|--|
| GBP 2,500 – GBP 5,000 | 2 able bodied and responsible Employees or You |
| GBP 5,001 – GBP 7,500 | 3 able bodied and responsible Employees or You |
| GBP 7,501 – GBP 10,000 | 4 able bodied and responsible Employees or You |

Where the amount of **Money**, stated in the **Schedule**, in transit exceeds GBP 10,000 a professional Security Company must be employed to carry out the transit otherwise no cover will operate under this Section.

Assault Section

The following cover applies only if the **Schedule** shows that it is included.

Definitions specific to this Section

Compensation

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

Injury

Bodily injury and death

Permanent Total Disablement

Any director, partner, principal or **Employee** of the **Business** 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 their usual business or occupation with proof satisfactory to the **Insurers** 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.

Pre-Existing

Any condition, whether diagnosed or not, for which **You** or the **Employee** has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this contract of insurance or for which they have been treated at any time during the 5 years prior to the inception or date of addition of this contract of insurance (inception relates to the start date shown in the current schedule).

Temporary Total Disablement

Any director, partner, principal or **Employee** of the **Business** being totally disabled resulting solely and directly from **Injury** within 12 calendar months of such **Injury** and prevented from attending to his usual business or occupation for a period not exceeding 104 weeks.

Loss of Sight

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

Loss of Limb

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**.

Medical Expenses

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 will include the costs of medical supplies and ambulance hire.

Section D – Money (continued)

Cover

In the event of **Injury** to **You** or an **Employee** as a direct result of assault, robbery or hold up or any attempt whilst at the **Premises** or whilst carrying **Money** belonging to the **Business** and insured under this **Policy**, then the **Insurers** 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.**

Exclusions applying to this Assault Section:

The liability of the **Insurers** under this Section excludes;

- i) 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)
- ii) **Death Injury Permanent Total Disablement** or **Temporary Total Disablement** caused or contributed to or arising from and pre-existing condition, injury, illness or disease.
- iii) The **Compensation** payable in respect of **Temporary Total Disablement** shall not exceed the **Insured Person's** weekly remuneration from **You**.

Conditions applicable to this section

- a) In the event of any **Injury**, **You** and/or the **Employee** 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.
- b) **You** must notify the **Insurers**, via **Your** insurance advisor 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 the **Insurers**.
- c) **You** and/or the **Employee** will at the **Insurers** request submit themselves to medical examination at the **Insurers'** expense as often as they consider necessary.
- d) No **Compensation** will be payable until the period of Disablement has been determined and (where Temporary) ceased.
- e) Notwithstanding anything to the contrary in 4) above, **Insurers** may at their discretion pay any **Compensation** due at intervals in arrears.
- f) **Compensation** will only be paid by **Insurers** on production of a medical certificate or other such written evidence from a qualified medical practitioner.

Section E - Goods in Transit

Definitions specific to this Section

For the purposes of this Section only, "**Property Insured**" will be defined as 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

Following a valid claim under this **Policy** the **Insurers** will by payment or at their option by reinstatement, replacement or repair indemnify **You** against **Damage** 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) the liability of the Insurers shall not exceed the **Sum Insured** stated in the **Schedule**.
- ii) the liability of **Insurers** does not extend beyond the **Territorial Limits** or the Republic Ireland.

The **Insurers** will also pay;

- 1) Additional costs necessarily incurred in: -
 - i) 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
 - ii) re-loading on to any vehicle any of the **Property Insured** fallen from such vehicle
 - iii) 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: -
 - i) 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
 - ii) personal property belonging to an **Employee** 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 **Limit of Indemnity** and not in addition to.

Exclusions to this Section (In addition the General Exclusions also apply to this Section)

We will not pay for;

- a) **Damage** resulting from theft or attempted theft from any unattended vehicle or trailer owned or operated by **You** unless: -
 - i) 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
 - ii) 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.

Section E - Goods in Transit (continued)

- b) **Damage to:** -
 - i) coins, bank notes, treasury notes, stamps and cheques, securities, bills of exchange, promissory notes
 - ii) deeds, bonds, documents, manuscripts, business books, computer system records
 - iii) patterns, models, moulds, plans or designs
 - iv) furs, jewellery, precious stones, precious metals or bullion
 - v) livestock
 - vi) explosives or goods of a dangerous or hazardous nature
- c) **Damage due to:** -
 - i) wear and tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **Property Insured**
 - ii) normal atmospheric conditions where the **Property Insured** is on an open vehicle or trailer unless such property shall have been adequately and properly protected
 - iii) mechanical / electrical breakdown, failure or derangement unless exterior damage first occurred to the **Property Insured**
 - iv) delay, loss of market inventory, shortages, mysterious or unexplained disappearances or any consequential loss of any kind
 - v) packing which was inadequate to withstand normal handling during transit
 - vi) the dishonesty of any person to whom goods have been entrusted
- d) The amount of the **Excess** specified in the **Schedule**

Conditions applying to this Section

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

Section F - All Risks to Business Equipment

Cover

Insurers will indemnify **You** against all Risks of physical loss or **Damage** to Business Equipment whilst within the **Territorial Limits** up to the **Sum Insured** specified in the **Schedule**, occurring during the **Period of Insurance**.

Exclusions applying to this Section (In addition the General Exclusions also apply to this Section)

We will not pay **You** for:

- i) The **Excess** stated in the **Schedule**
- ii) **Damage** caused by moth, vermin, inherent vice (a quality in property that causes it to damage or destroy itself), climatic conditions, wear and tear, mechanical failure, gradual deterioration or faulty manipulation
- iii) **Damage** to any part of any machine by its own ignition, electrical breakdown or burn out.
- iv) **Damage** caused by the actual process of repair renovation or servicing.
- v) Depreciation, contamination or **Consequential Loss** of any description.
- vi) **Damage** to Business Equipment whilst contained in an unattended vehicle unless in a locked boot.

Conditions applicable to this section

In respect of each item separately, the liability of **Insurers** for any **Damage**, will not exceed the Sum **Insured** specified in the **Schedule**, nor will it exceed such proportion of the said Damage as the sum insured bears to the total value.

Section G - Books Debts

The following cover applies only if the **Schedule** shows that it is included.

Definitions specific to this Section

Customers' Accounts

The accounts of all **Your** customers and/or agents who purchase goods from **You** or to whom **Your** services are provided.

Outstanding debit balance(s)

The total shown in **Your** last audited accounts 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 **Damage**) to **Customers' Accounts** in the period between the date to which the last statement relates and the date of the **Damage**, and
- c) any abnormal conditions of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Cover

Insurers will indemnify **You** if **Your** books of accounts other business books, records or Computer records at the **Premises** should be destroyed or **Damaged** by an **Insured Event** and as a result **You** are unable to trace or establish the **Outstanding Debit Balance** in whole or in part due to **You**, then **Insurers** will pay to **You** the loss sustained in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence will not exceed: -

- i) the difference between
 - a. the **Outstanding Debit Balances**, and
 - b. the total of the amounts received or traced
- ii) the additional expenditure incurred with the previous consent of the **Insurers** in tracing and establishing **Outstanding Debit Balances** after the damage.

If the sum insured be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

The insurance under this Section includes all charges payable by **You** to **Your** auditors for producing and identifying any particulars or details contained in the books of account or other business books or records, or documents or such other proofs, information or evidence as may be required by **Insurers**.

Conditions applicable to this section

- 1) This Section will be cancelled if: -
 - a) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued,
 - b) or **Your** interest ceases other than by death at any time after the commencement of this Insurance, unless its continuance is admitted in writing by or on behalf of **Insurers**.
- 2) **Automatic Reinstatement of Loss**

Following an **Insured Event** which results in a valid claim, the **Sum Insured** by this Section will be automatically reinstated from the date of loss, unless **We** or **You** give written notice to the contrary. Provided that in the event of reinstatement **You** will pay the appropriate additional premium that may be required for the reinstatement, from the date of reinstatement and implement any additional risk improvements which **We** may reasonably require.
- 3) **Fire Resistant Safes**

You must ensure that all books of accounts, other business books or records are kept in a fire resistant safe or cabinet when the **Premises** are unattended otherwise no cover will operate under this Section.

Section H - Loss of Licence

The following cover applies only if the **Schedule** shows that it is included.

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 caused by reasons beyond **You** control the **Insurers** will pay or make good to **You** all loss that **You** sustain in respect of:

- a) the depreciation in value of **You** interest in the **Premises** and loss of **Gross Revenue** 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 the written consent of the **Insurers** 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.

Exclusions applying to this Section (In addition the General Exclusions also apply to this Section)

- a) The liability of the **Insurers** under this Section does not cover 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.
- b) If **You** are 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 will arise under this Section.
- c) If the suspension of forfeiture of or refusal to renew the Licence is caused wholly or partly by a criminal act of the owner, manager or **Employees**, no claim will arise under this Insurance.

Conditions applicable to this section

- 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 their honesty, moral standing or sobriety) of the tenant manager, occupier or **Licence** holder, **You** must where practicable and at the request of the **Insurers** procure a suitable person to replace them and one to whom the Justices will transfer the Licence or grant the Licence by way of renewal.
- b) **You** will without delay give notice in writing to Commercial Express Quotes Limited, via your insurance advisor, and supply additional information and give assistance as the **Insurers** require as otherwise **Insurers** may refuse to pay **Your** claim on becoming aware of any;
 - i) complaint against the **Premises** or the control of the **Premises**
 - 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 whereby the character or reputation of the person concerned is affected or called into question with respect to their 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 of the Licence
- c) If the suspension of, forfeiture of or refusal to renew the Licence is caused wholly or partly by or through the conduct or procurement or connivance or neglect or omission by **You** or by any omission by **You** to take any step necessary for keeping the Licence in force, no claim will arise under this Insurance unless **You** have proved to the satisfaction of the **Insurers** that such matter was beyond **Your** power or control.

Section I - Stock Deterioration Cover For Frozen Foods

The following cover applies only if the **Schedule** shows that it is included.

Following an **Insured Event** which results in a valid claim under this **Policy**, **Insurers** agree to pay **You**, if **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 is **Damaged** by deterioration, contamination or decay 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 during the **Period of Insurance**.

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

Exclusions applicable to this section (In addition the General Exclusions also apply to this Section)

We will not pay for;

- a) **Damage** resulting from: -
 - i) failure of the public supply services which do not exceed 30 consecutive minutes
 - ii) 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
 - iii) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls
 - iv) the failure of any cold chamber or deep freeze which is over ten years old
- b) The amount of the **Excess** specified in the **Schedule**

Conditions applicable to this section

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.

Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability

The following covers apply only if the **Schedule** shows that it is included.

Cover

Insurers will indemnify **You** in respect of all sums which **You** become legally liable to pay as compensation arising out of events occurring during the **Period of Insurance** in the course of the **Business** within the **Territorial Limits**.

Section J - Employers' Liability

Bodily Injury caused to an **Employee**.

Section K - Public Liability

Accidental **Bodily Injury** to any person or accidental **Damage** to Property or obstruction, trespass or nuisance.

Section L - Products Liability

Accidental **Bodily Injury** to any person or accidental **Damage** to Property occurring anywhere in the world caused by any **Product Supplied**.

Extensions applying to these Sections

These Sections are extended to include:

- i. **Defective Premises Act 1972** - liability arising under Section 3 of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 in respect of the disposal of any **Premises** which were occupied or owned by **You** in connection with the **Business**. Provided that the **Insurers** will not be liable for the cost of remedying any defect or alleged defect in such **Premises**.
- ii. **Leased or Rented Premises** - Exclusion 4. b) will not apply to **Damage** to **Premises** leased or rented to **You**. Provided that the **Insurers** will not indemnify **You** against:
 - a. Contractual Liability
 - b. the first £250 of **Damage** caused otherwise than by fire or explosion.
- iii. **Motor Contingent Liability** - notwithstanding Exclusion 2. c) the **Insurers** will indemnify **You** within the terms of this Section in respect of liability for **Bodily Injury** or **Damage** to property caused by or through or in connection with any motor vehicle or attaching trailer (not belonging to or provided by **You**) being used in the course of the **Business**.
Provided that the **Insurers** will not be liable for:
 - a. **Damage** to any such vehicle or trailer
 - b. any claim arising whilst the vehicle or trailer is:
 - i) engaged in racing, pace-making, reliability trials, or speed testing
 - ii) being driven by **You**
 - iii) being driven with the general consent of **You** or their representative by any person who to the knowledge of **You** or other such representatives does not hold a licence to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
 - iv) used elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- iv. **Defence Costs** - the **Insurers** will in addition to the indemnity granted by each event pay:
 - a. for all costs and expenses recoverable by any claimant from **You**
 - b. all costs and expenses incurred with the written consent of the **Insurers** in respect of the defence or settlement of a claim against **You** to which the indemnity expressed in this **Policy** applies.
- v. **Indemnity to Other Persons** - the **Insurers** will indemnify the following as if a separate **Policy** had been issued to each:
 - a. in the event of **Your** death the personal representatives of **You** in respect of liability incurred by **You**
 - b. at the request of **You**:
 - i) any officer or member of **Your** canteen, clubs, sports, athletic, social or welfare organisations and first aid, fire, security and ambulance services in their respective capacity as such
 - ii) any director, partner or **Employee** while acting in connection with the **Business** in respect of liability for which **You** would be entitled to indemnity under this **Policy** if the claim for which indemnity is being sought had been made against **You**.

Provided that:

Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability (continued)

- a. any persons specified above must as though they were the Insured be subject to the terms, Exclusions and conditions of this **Policy** in so far as they can apply
 - b. nothing in this Extension will increase the liability of the **Insurers** to pay any amount exceeding the **Limit of Indemnity** of the operative Event(s) regardless of the number of persons claiming to be indemnified.
- vi. **Defence Costs** - Extension iv. Defence Costs extend to include legal expenses incurred with the **Insurers** written consent within the courts of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands:
 - a. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
 - b. arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the **Period of Insurance** and in the course of **Your Business** in respect of matters which may form the subject of indemnity by this **Policy** (including with the **Insurers** prior consent **Your Employees** partners or directors)

Provided that:

 - i) **Insurers** will not be liable for any fines or penalties imposed as a consequence of such prosecution
 - ii) **Insurers** will not be responsible for defence costs where at the **Insurers** discretion they may require the opinion of counsel (whose appointment is at the **Insurers** sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution.
 - iii) **Insurers** liabilities for defence costs in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act 1974 (and/or any legislation of similar effect) are limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under consolidating legislation or legislation in Northern Ireland the Isle of Man or the Channel Islands
 - b. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**.

The indemnity applies only to such liability as defined by each insured section of this **Policy** arising out of **Your Business** subject always to the terms conditions and exclusions of such section and of the **Policy** as a whole.

- vii. **Cross Liabilities** – If more than one of **You** is referred to in the **Schedule**, the **Insurers** will indemnify each of **You** in the same manner and to the same extent as if a separate **Policy** had been issued to each provided that the total amount of compensation payable will not exceed the **Limit of Indemnity** regardless of the number of persons claiming to be indemnified.
 Provided that the **Insurers** will not indemnify **You** against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this **Policy**.
- viii. **Non-Manual Work Overseas** - The **Insurers** will indemnify **You** in respect of the cover for Section J & Section K, in respect of compensation, costs and expenses, where **Your** directors, partners or **Employees** who are ordinarily resident in the **Territorial Limits** are on temporary non-manual visits for the purposes of the **Business** anywhere in the world.
 Provided that the **Insurers** will not be liable to indemnify **You** in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation.

Exclusions applying to this section (In addition the General Exclusions also apply to this Section)

Exclusions applying to Section J – Employers Liability only

The **Insurers** will not indemnify **You** in respect of liability:

1. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to **You** by any such insurance or security.
2. for **Bodily injury** sustained by any **Employee** closely related to **You**.
 For the purposes of this exception closely related will mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.
 This exception will not apply where the **Business** is incorporated as a limited company.

Exclusions applying to Section K – Public Liability only

The **Insurers** will not indemnify **You** against liability:

1. for **Contractual Liability** unless the sole conduct and control of claims is vested in the **Insurers**, but **We** will not in any event indemnify **You** in respect of liquidated **Damages** or liability under any penalty clause
2. arising out of the ownership, possession or use by or on behalf of **You** of any:
 - a) aircraft, aero spatial device or hovercraft
 - b) watercraft
 - c) mechanically propelled vehicle licensed for road use other than liability caused by or arising out of the loading or

Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability (continued)

- unloading of such vehicles, but this indemnity will not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle
3. arising from any **Product Supplied** after it has ceased to be in the possession of **You** or any **Employee** other than food or drink for consumption on **Your Premises**
 4. in respect of **Damage to Property**:
 - a. belonging to **You**
 - b. in the custody or under the control of **You** or any **Employee** (other than Property belonging to visitors, directors, partners or **Employees of You**)
 5. the first £250 of **Damage to Property** other than for **Damage to Premises** leased or rented by **You**.

Exclusions applying to Section L – Products Liability only

The **Insurers** will not indemnify **You** against liability:

1. for Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
2. in respect of **Damage** to or the cost or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** arising from:
 - a. a defect in or the harmful nature of such product
 - b. an error or fault in connection with the sale, supply or presentation of such product
3. arising from any **Product Supplied** whilst in the possession of **You** or any **Employee** in the course of their employment by **You**
4. arising from any **Product Supplied** which to the knowledge of **You** is for use in or on any aircraft missile or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
5. arising from any action brought against **You** in any country not being a member of the European Community where **You** have a branch, parent or subsidiary company
6. arising from any **Product Supplied**, which to the knowledge of **You** is for use in or supply to the United States of America or Canada.
7. for **Bodily Injury** sustained by **You** or any person Closely Related to **You**.
For the purposes of this exception closely related will mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, brother, sister, half- brother or half-sister.

Exclusions applying to Section K – Public Liability and Section L – Products Liability only

The **Insurers** will not indemnify **You** in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment by **You**
2. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged
3. arising out of Pollution of the atmosphere or of any water, land, **Buildings** or other tangible Property except to the extent that such Pollution;
 - a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**
 - b. was not the direct result of **You** failing to take reasonable precautions to prevent such PollutionProvided always that all such Pollution which arises out of one incident will be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Insurers** total liability to pay **Damages** (including claimants' costs, fees and expenses) under this clause will not exceed the **Limit of indemnity** stated in the **Schedule** in total in respect of the **Period of Insurance**.
4. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
5. Directly or indirectly resulting from, or in consequence of any travel package arrangement.

Exclusions applying to Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability

The **Insurers** will not indemnify **You** in respect of:

1. liability arising out of work undertaken or operations **Offshore**.
2. arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is considered to be required in accordance with the provisions of any law relating to compulsory insurance of

Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability (continued)

liability to **Employees** in which case a sub-limit of Indemnity of £5,000,000 will apply.

Conditions applicable to these Sections

- a. **Limit of Liability**
- i. Section J - Employers' Liability - The **Limit of Indemnity** stated in the **Schedule** in respect of Compensation costs and expenses in respect of any one accident or series of accidents arising out of any one event. .
 - ii. Section K - Public Liability - The **Limit of Indemnity** stated in the **Schedule** in respect of any one accident or series of accidents arising out of any one event.
 - iii. Section L - Products Liability - The **Limit of Indemnity** stated in the **Schedule** in the aggregate during any one **Period of Insurance**.
- b. **Maximum Payments** - The **Insurers** may at any time at their sole discretion pay to **You** the Limit of Liability (less any sum or sums already paid in respect of or in lieu of compensation) or any lesser sum for which the claim or claims against **You** can be settled and the **Insurers** will not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment.
- Provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in excess of the Limit of Liability the **Insurers** liability for costs and expenses will not exceed an amount being in the same proportion as the **Insurers'** payment to **You** bears to the total payment made by or on behalf of **You** in settlement of the claim or claims.
- c. **Contribution** - If at the time of any event to which Sections J, K & L applies there is or but for the existence of this **Policy** there would be any other insurance covering the same liability the **Insurers** will not be liable under this **Policy** except in respect of any excess beyond the amount which would be payable under such other insurance had this **Policy** not been effected.
- d. **Disputes** - Any dispute concerning the interpretation of the terms of Section K, J & L will be resolved in accordance with the jurisdiction of the territory in which this **Policy** is issued.
- e. **Limitation** - The **Insurers** will not indemnify **You** for **Damages** costs and expenses payable in respect of any one claim against **You** or series of claims against **You** arising out of one event exceeding £5,000,000. This limitation will only apply in respect of any liability of any nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.
- For the purposes of this Condition e), "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of Property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.
- For the purposes of this Condition e), "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

General Exclusions (applicable to all sections unless stated otherwise)

This **Policy** does not cover the following:

Asbestos Exclusion Clause

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

This exclusion does not apply to Section J – Employers Liability.

Building Works Exclusion Clause

This **Policy** does not cover any loss **Damage** or liability caused by or arising out of **Building Works**.

Contamination and Pollution Exclusion Clause

1. This **Policy** does not cover any loss, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following events;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, **Subsidence**
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

Cyber and Data Exclusion Clause

This **Policy** does not cover any:

1. Cyber

loss, **Damage**, liability, cost or expense caused deliberately or accidentally by:

- i) the use of or inability to use any application, software, or programme;
- ii) any computer virus;
- iii) any computer related hoax relating to 1. i) and/or 1. ii) above.

However, where:

- a fire or explosion occurs as a result of 1. i) or 1. ii) above;
- an escape of water from any tank, apparatus or pipe occurs as a result of 1. i) or 1. ii) above; or
- a theft or attempted theft immediately follows 1. i) or 1. ii) above;

and that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft would otherwise be covered under this **Policy**, **We** will still cover physical loss or **Damage** resulting from that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft.

2. Electronic Data

loss of or **Damage** to any electronic data (for example files or images) wherever it is stored.

Infectious or Contagious Disease Exclusion Clause

This **Policy** does not cover any loss, **Damage**, liability, cost or expense, in any way caused by or resulting from:

- i) **infectious or contagious disease**;
- ii) any fear or threat of i) above; or
- iii) any action taken to minimise or prevent the impact of i) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

General Exclusions (continued)

Institute Radioactive Contamination Exclusion Clause

In no case will this **Policy** cover loss, **Damage**, liability, or expense, directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from 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
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

This **Policy** does not cover 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 **Insured Property**
- ii) any **Insured Event** 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.

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

Nuclear Energy Risks Exclusion Clause

This **Policy** excludes 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

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs Exclusion Clause

The insurance by this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion Clause

This **Policy** excludes loss, **Damage**, cost or expense of any nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means an act, including but not limited to threat and/or use of force or violence, 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.

This exclusion also excludes loss, **Damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

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

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

War and Civil War Exclusion Clause

This **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.

General Exclusions (continued)

Sanctions Exclusion Clause

We shall not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected, or payment could be reduced. In some circumstances **Your Policy** might become invalid.

Alteration in Risk

You must notify **Insurers**, via **Your** insurance advisor, without delay if the risk has altered:

- a) by removal of any fire and security protections or building component designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage**, accident or liability is increased, or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- d) whereby the **Your** interest ceases except by will or operation of law, or
- e) by a change in the type of business **You** operate, or the **Buildings** becoming **Unoccupied**

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

External Patio and External Electric Wall Mounted Heating Condition

You must comply with the below otherwise all **Damage** arising from or caused by the **Insured Events** of fire and **Our** obligations to indemnify **You** under the Public Liability section of this **Policy** will be excluded.

You must only use the following types of external heating outside of the **Building**:

- a) Proprietary brand patio heaters which must be:
 - i) placed on firm level ground;
 - ii) anchored at the base or chained to a non-combustible permanent structure; and
 - iii) sited at least 1 metre from combustibles.
- b) Proprietary brand wall mounted electric heaters which must be attached to a permanent structure constructed of brick.

When external heaters are used **You** must:

- a) ensure the heater is switched off outside of **Business** hours or when the external areas of the **Premises** are not in use;
- b) used in accordance with manufacturer's instructions;
- c) if gas cannisters are stored for use, these must be stored away from the **Buildings** in a locked metal cage; and
- d) carry out a risk assessment to ensure that the external heater and/or leads/wires do not present any additional hazards.

Food Preparation

You must ensure that:

- a) all chefs have passed a food hygiene level 2 qualification; and
- b) all chefs work to a current and valid food safety management procedure

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

Frying and Cooking Equipment

You must comply with requirements a - j below otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded.

You must ensure that:

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting is kept securely fixed and free from contact with combustible materials
- b) all extraction hoods, canopies, filters and grease traps are cleaned at least every 2 weeks
- c) all extraction ducts are cleaned monthly and maintained and checked at least once every 6 months by a specialist contractor
- d) the record of such cleaning and servicing of the extraction ducts is kept elsewhere other than at the **Premises** and will be made available for inspection at any time
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f) multi-purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires is kept in close proximity to the working area of the range and maintained ready for use
- g) frying ranges are not left unattended whilst in use
- h) all naked flames (other than pilot lights) and all electrical elements are turned off when the kitchen(s) are closed.
- i) the frying range must hold levels of oil that will enable the safe operation of the equipment and activate thermostatic cut out devices
- j) if the equipment is fitted with thermostatic probes they will be used at all times when the equipment is in use

Portable Heating

With the exception of complying with the External Patio and External Electric Wall Mounted Heating Condition **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 the **Insurers** otherwise all **Damage** arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this **Policy**.

General Policy Conditions (continued)

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- 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

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

Roof Maintenance

You must ensure that:

- i) any flat roof portion of the **Buildings** over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and
- ii) at commencement and throughout the currency of **Period of Insurance**, **You** must have documentation evidencing that such inspections and repairs described above have taken place

otherwise all **Damage** arising from or caused by the **Insured Event** of storm will be excluded in respect of or as a result of the flat roof at the **Premises**.

This does not apply to concrete roofs.

Maintenance and Safety

It is important that **You** comply with requirements a) - d) below otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded.

You must:

- a) If the **Buildings** or any part of the **Buildings** is let as residential accommodation **You** must comply with current gas safety regulations and laws and must 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**, annual maintenance checks must be undertaken and at the commencement and throughout the currency of this insurance **You** must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer.
- c) If **You** are responsible for the electrical installations at the **Premises**, at the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:
 - i) covers the whole of the electrical installation(s)
 - ii) is less than five 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 will be the subject of:
 - i) inspection(s) under contract, and
 - ii) regular maintenance schedulesand **You** must be in the possession of such certificates of inspection and evidence of maintenance.

Security

It is important that **You** comply with the requirements of whichever level of security is stated on the statement of fact and you must comply with all the points made on your level otherwise all **Damage** arising from or caused by the **Insured Events** of fire, theft and malicious persons will be excluded.

Below are the three levels of security that **We** require:

Level One Security

Damage caused by Theft, attempted Theft and Malicious Damage is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended:

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length
2. All aluminium doors are fitted with a cylinder mortise deadlock
3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom.
4. Opening basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes (but excluding windows fanlights and skylights fitted

General Policy Conditions (continued)

with bars or grills) are all fitted with either;

- a. Key operated window locks with the keys removed when in operation or
- b. Solid steel bars (not less than 3/4" diameter and more than 5" apart securely) fixed to the brickwork or masonry surrounding the window

Level Two Security

Damage caused by Theft, attempted Theft and Malicious Damage is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended:

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length.
2. All aluminium doors are fitted with a cylinder mortise deadlock
3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom
4. Basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes are fitted with solid steel bars (not less than 3/4" diameter and more than 5" apart securely) fixed to the brickwork or masonry surrounding the window
5. All shop front windows to be protected by a metal roller shutter or grill.

Level Three Security

Damage caused by Theft, attempted Theft and Malicious Damage is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended:

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length.
2. All aluminium doors are fitted with a cylinder mortise deadlock
3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom
4. Basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes are fitted with solid steel bars (not less than 3/4" diameter and more than 5" apart) securely fixed to the brickwork or masonry surrounding the window
5. All shop front windows to be protected by a metal roller shutter or grill
6. The premises is protected by an Intruder Alarm as follows;
A central Station Alarm is fitted and annually maintained by the National Security Inspectorate or the Security System and Alarm Inspectors Board Approved Company.

It is important that **You** comply with the requirements a) to c) below:

- a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained and in good order and not be withdrawn, altered or varied without prior consent of the Insurers and shall be in full and effective operation when the **Premises** are closed for business or left unattended
- b) **You** must comply with the 5 points below in respect of **Your** Intruder Alarm:
 - 1) Such installation must not be altered or amended in anyway unless such amendment or alteration has been approved by Insurers by writing
 - 2) **You** shall immediately notify the Insurers upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been (or will be) reduced or delayed.
 - 3) The **Premises** must not be left unattended unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation.
 - 4) If the level of alarm response is reduced to no police attendance Key holder response only; and the Insured shall appoint at least two Key holders and lodge written details (which must be kept up to date) with the alarm company and Police.
 - 5) In the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set, a Key holder shall attend the Premises as soon as reasonably possible.
- c) **You** must ensure that all keys and duplicate keys of the safe(s) are removed from the **Premises** whenever the **Premises** are left unattended

General Policy Conditions (continued)

Stock

You must ensure that all **Stock** stored on the **Premises** is stored on racks, shelves or stillage not less than 10 centimetres above floor level otherwise all **Damage** arising from or caused by the **Insured Events** of escape of water or oil from any tank, apparatus or pipe, storm or flood will be excluded.

Waste

You must ensure that all trade refuse and waste is swept up and bagged or binned and removed from the **Buildings** at the end of each working day and removed from the Buildings at least once a week otherwise the **Insured Events** of Fire and Explosion will be excluded.

Information you have given Us

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this policy starts, at each renewal and when **You** make any amendment(s) to cover. This means **You** must:

- disclose all material facts of which **You** know or ought to know.
- make the disclosure in a reasonably clear and accessible way.
- make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

If **You** are an individual (such as a sole trader or individual partner):

- a) what is known to **You** and anybody who is responsible for arranging this insurance, or

if **You** are not an individual (such as a limited company or partnership):

- a) what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- a) where the breach was deliberate or reckless, **We** may avoid this policy, refuse all claims and keep all premiums paid.
- b) where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the policy on any terms, **We** may avoid this policy and refuse all claims, but **We** will return any premiums paid.
- c) where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.
For example: if, due to a breach of fair presentation, **We** charged a premium of £200 but **We** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, **You** will only be paid £500.

General Policy Conditions (continued)

Cancellation

Your Cancellation Rights

You may cancel this insurance within 14 days of the day **You** purchase this insurance or the day on which **You** receive the **Policy** wording, whichever is the later by contacting Commercial Express Quotes Limited via **Your** insurance advisor.

You may also cancel this insurance at any other time by contacting Commercial Express Quotes Limited via **Your** insurance advisor.

If this insurance is cancelled then, provided **You** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our Cancellation Rights

We may cancel this insurance by giving **You** 30 days' notice in writing.

We will only do this for a valid reason.

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

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

If **We** decide to cancel this **Policy** Commercial Express Quotes Limited will advise **You** by sending a letter of cancellation to **Your** last known address.

If this insurance is cancelled by **Us** then, provided **You** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract.

Law Applicable

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts in England and Wales.

Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

Non Invalidation

The **Policy** of insurance will 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, as soon as **You** become aware of any change **You** give notice to **Insurers**, via **Your** insurance advisor, and pay an additional premium if required.

General Claims Conditions

These are the claims conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** claim might become invalid.

Claims - Your Duties

On the happening of any event which may give rise to a claim **You** must;

- a) Applicable to Sections A-I of **Your Policy** (all sections except Employers, Public & Products Liability):

Notify the **Insurers'** Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

CPA Chartered Loss Adjusters, Queen Charlotte House, Queen Charlotte Street, Bristol BS1 4HQ

Telephone: 0117 929 9255

Email: bristol@cpadjusting.com

Opening Hours: Monday to Friday 9am to 5pm

Out of hours emergency telephone number: 0117 938 8386

- b) Applicable to Sections J, K & L of **Your Policy** (Employers, Public & Products Liability):

Notify the **Insurers'** Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

Telephone: +44 (0) 1732 520273

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

Email: new.claims@woodgate-clark.co.uk

- c) Applicable to all sections

- i) take all practicable steps to recover property lost and otherwise minimise the claim;
- ii) inform the Police without delay if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances;
- iii) give all information and assistance the **Insurers** may require in a timely manner. The **Insurers** will only request information relevant to **Your** claim.

To enable **Your** claim to be dealt with quickly the **Insurers** will require **You** to provide them with assistance and evidence concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- i) **Your** name, address and telephone numbers
- ii) Policy Number
- iii) The date of the incident
- iv) Police details / Crime Reference number where applicable
- v) The cause of the loss or **Damage**
- vi) Details of the loss or **Damage** together with the claim value if known
- vii) Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.

- d) Applicable to Section A – Material Damage;

Within 30 days or such further time as the **Insurers** may in writing allow, deliver to the **Insurers** claims representatives a written claim provided at **Your** own expense, all details, proofs and information regarding the cause and amount of **Damage** as the **Insurers** claims representatives 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 item under Section A is to be reinstated or replaced by the **Insurers**, **You** must at **Your** own expense provide all such plans, documents, books and information as may be reasonably required.

In certain circumstances **Insurers** claims representatives may require sight of freehold title or the lease which **You** must provide within 30 days of any such a request.

No claim under this Section will be payable unless the terms of this condition have been complied with.

General Claims Conditions (continued)

- e) Applicable to Section B – Loss of Profits;
 - i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Insurers** may in writing allow at **Your** own expense deliver to the **Insurers** claims representatives a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of revenue
 - ii) **You** must at **Your** own expense also provide the **Insurers** claims representatives 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 the **Insurers** claims representatives 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.

No claim under this Section will be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made will be repaid to the **Insurers** without delay.

- f) Applicable to Section J – Employers Liability, Section K - Public Liability & Section L - Products Liability;
 - i) not make or allow to be made on their behalf any admission, offer, promise, payment or indemnity without the written consent of the **Insurers**;
 - ii) forward without delay to Commercial Express Quotes Limited, via **Your insurance advisor**, every letter claim writ summons and process without acknowledgement;
 - iii) advise Commercial Express Quotes Limited, via **Your** insurance advisor, in writing without delay when **You** have any knowledge of any impending prosecution, inquest, Fatal Accident or Ministry Enquiry.

Claims - Insurers' Rights

The Insurers;

- a. On the happening of **Damage** in respect of which a claim is made may without incurring any liability or diminishing any of the **Insurers'** rights under this **Policy** enter, the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Insurers** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner.
No property may be abandoned to the **Insurers** whether taken possession of by the **Insurers** or not.
- b. will have full discretion in the conduct of any proceedings and in the settlement of any claim where **Insurers** have agreed to provide indemnity under this **Policy**.

Designation

For the purpose of determining where necessary the item heading under which the property is insured the **Insurers** agree to accept the designation under which property has been entered in **Your** books.

Arbitration

If any difference arises as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

Asbestos

This **Policy** only insures asbestos physically incorporated in an insured building or structure, 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 **Insured Events**;
Fire, lightning, explosion or aircraft

This coverage is subject to all limitations in the **Policy** to which this Condition is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this **Policy** for **Damage** by an **Insured Event** (listed above).
- b) the **Insured Event** (listed above) must be the immediate sole cause of the **Damage** to the asbestos.
- c) **You** must report to Commercial Express Quotes Limited, via **Your** insurance advisor, the existence and cost of the **Damage** as soon as practicable after the **Insured Event** (listed above) first **Damaged** the asbestos.

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

General Claims Conditions (continued)

This **Policy** provides no cover (whether for physical **Damage**, business interruption, delay of repair or other **Consequential Loss**) in respect of;

- i) wear and tear or inherent defect, quality or vice (a quality in property that causes it to damage or destroy itself), in or of any asbestos
- ii) any 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 **Insured Event** (listed above) has not physically **Damaged**.

Fraud

If **You** make a fraudulent claim under this insurance contract, then **We**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under clause (c) above:

- (a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

Subrogation

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

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

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should in the first instance contact the insurance advisor who arranged this **Policy** for **You**.

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of **Your** claim please use the contact details below:

- a) Applicable to Sections A-I of **Your Policy** (all sections except Employers, Public & Products Liability):

Notify the **Insurers'** Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

CPA Chartered Loss Adjusters, Queen Charlotte House, Queen Charlotte Street, Bristol BS1 4HQ

Te Telephone: 0117 929 9255

Email: bristol@cpadjusting.com

Opening Hours: Monday to Friday 9am to 5pm

Out of hours emergency telephone number: 0117 938 8386

- b) Applicable to Sections J, K & L of **Your Policy** (Employers, Public & Products Liability):

Notify the Insurers' Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

Telephone: +44 (0) 1732 520273

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

Email: new.claims@woodgate-clark.co.uk

If **Your** complaint relates to any other matter, **You** should contact Commercial Express Quotes Limited, details below, who will try to resolve **Your** complaint.

The Compliance Manager
Commercial Express
B1 Custom House
The Waterfront, Level Street
Brierley Hill, DY5 1XH

Phone +44 (0)1384 473021
Email complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>.
Alternatively, a copy can be provided on request.

Complaints Procedure (continued)

If **Your** complaint needs to be dealt with by **Us**, **Your** complaint will be referred to **Your Insurers** complaints team within three working days. **You** may also raise a formal complaint directly in writing or verbally to **Your Insurers** by using the contact details below:

Complaints relating to Sections A-I of **Your Policy**

At AmTrust Europe Limited, we are committed to providing a high level of service at all times but, if you believe that we have not delivered the service you expected, we want to hear from you so we can try to put things right. If you wish to make a complaint about a claim under your policy please contact:

AmTrust Europe Complaints
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
Telephone: 0115 934 9852 (lines are open 9am - 5pm Mon-Fri,
calls are charged at standard rate)
Email: complaints@amtrusteu.co.uk

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and provide our response within four weeks. If it will take us longer than four weeks, we will explain the current position and let you know when you can expect our response.

Complaints relating to Sections J, K & L of **Your policy** (Liability):

Complaints Manager,
Ascot Underwriting Limited,
20 Fenchurch Street,
London EC3M 3BY.

Phone: +44 (0) 207 743 9600
Email: complaints.inbox@ascotgroup.com

Your Insurers complaints team will acknowledge **Your** complaint promptly and respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **You** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **Your** complaint in eight weeks, they will write to **You** explaining the reason as to why this has not been possible. They will also advise **You** of **Your** right to refer **Your** complaint to the Financial Ombudsman Services (if eligible).

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

| | |
|--------------------|---|
| Complaints Lloyd's | |
| Fidentia House | Email: complaints@lloyds.com |
| Walter Burke Way | Telephone: +44 (0) 20 7327 5693 |
| Chatham Maritime | Fax: +44 (0) 20 7327 5225 |
| Chatham, Kent | Web: www.lloyds.com/complaints |
| ME4 4RN | |

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

Complaints Procedure (continued)

Alternative Dispute Resolution Body

Should **You** be dissatisfied with the outcome of your complaint, **You** may have the right (subject to eligibility) to refer **Your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **Your** right to take legal action.

If **You** live in the United Kingdom or the Isle of Man, the contact information is:

| | |
|---------------------------------|--|
| The Financial Ombudsman Service | Phone: +44 (0) 800 023 4567 (calls to this number are free from “fixed lines” in the UK) |
| Exchange Tower | +44 (0) 300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). |
| London E14 9SR | Email: complaint.info@financial-ombudsman.org.uk . |

You can find more information on the FOS at www.financial-ombudsman.org.uk.

If **You** live in the Channel Islands, the contact information is:

| | |
|---|---|
| Channel Islands Financial Ombudsman, PO BOX 114 | Phone: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610. |
| Jersey, Channel Islands | Fax +44 1534 747629 |
| JE4 9QG. | Email: enquiries@ci-fo.org |
| | Website: www.ci-fo.org |

This complaints procedure does not affect **Your** right to take legal action.