

# Public House

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## Policy Wording

## Guide to Public House Policy Wording

This insurance is designed to provide cover for **You** as owners and/or operators of Licensed Premises.

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-H. 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 Disclosure Clause (as documented in the **Policy** Conditions section within this **Policy**).



### About the Insurer(s)

Sections A-G: Underwritten by AmTrust Europe Limited, whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676).

The Insurer 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](http://www.fca.org.uk)

Section H of this Policy is 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](http://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.

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## 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	<a href="https://amtrustinternational.com/legal/privacy-cookies/">https://amtrustinternational.com/legal/privacy-cookies/</a>
Ascot Underwriting Limited	<a href="https://ascotgroup.com/cookie-and-privacy-policy/">https://ascotgroup.com/cookie-and-privacy-policy/</a>
Commercial Express Quotes Limited	<a href="https://www.commercialexpress.co.uk/privacy-policy-policyholders">https://www.commercialexpress.co.uk/privacy-policy-policyholders</a>

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

AmTrust Europe Ltd	By Email: <a href="mailto:privacy@amtrustgroup.com">privacy@amtrustgroup.com</a> 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: <a href="mailto:DPO@ascotgroup.com">DPO@ascotgroup.com</a> 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: <a href="mailto:hello@commercialexpress.co.uk">hello@commercialexpress.co.uk</a> 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: <a href="https://amtrustinternational.com/About-Us/Contact-Us">https://amtrustinternational.com/About-Us/Contact-Us</a> By Email: <a href="mailto:privacy@amtrustgroup.com">privacy@amtrustgroup.com</a> 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: <a href="mailto:DPO@ascotgroup.com">DPO@ascotgroup.com</a> 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: <a href="mailto:hello@commercialexpress.co.uk">hello@commercialexpress.co.uk</a> 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:

### **Asylum Seeker(s)**

Person who seeks the status of refugee in national or international law.

### **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

### **Building(s)**

**Building** or buildings including landlord's fixtures and fittings, tenant's improvements, walls, gates and fences belonging to **You** or for which **You** are responsible at the **Premises**.

### **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 of 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 an **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.

### **Contractual Liability**

Liability which attaches by virtue of a contract or agreement, but which would not have attached in the absence of such contract or agreement

### **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.

### Household Goods

Household goods and personal effects belonging to **You** or a resident manager or any member of family permanently residing at the **Premises** provided such property has been included in the **Schedule**.

### Insured Event

The words “**Insured Event**” mean:

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

#### **Damage:**

- i. arising from confiscation, requisition or destruction by order of the government or any public authority
- ii. arising from cessation of work
- f) theft or attempted theft
- g) earthquake
- h) storm 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 aerials
- l) **Subsidence** – (This 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, walls, 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
- 7) **We** will not pay for normal **Settlement** or bedding down of new structures
- m) Accidental **Damage** - (This 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, 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

## Policy Definitions (continued)

- 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 derangement 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
- 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 accessories thereon), 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 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 **Loss** or **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**.

### Landslip

Downward movement of sloping ground.

### 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 by **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**.

### Product Supplied

Any product or thing sold, supplied, erected, repaired, altered, treated, installed, tested, serviced or delivered by **You** in the course of the **Business** in or on from the **Territorial Limits**.

### Property Insured

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

## Policy Definitions (continued)

### Responsible Person

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

### Savings

Such charges and expenses of the **Business** normally payable out of **Net Revenue**) as may cease or be reduced during the **Indemnity Period** as a result of the **Damage**.

### 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
- 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.

### Sum(s) 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 trade fixtures and fittings for which **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.

This definition does not include:

- 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 – G of this policy, AmTrust Europe Limited

For section H, Ascot Syndicate 1414 at Lloyds

### You/Your

The company, entity or individual named in the **Schedule**.

## Section A - Buildings

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 reasonable 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**

- a) 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**
- b) 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, Architects, Surveyors, Legal and Consulting Engineers 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 and 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 property lost destroyed or **Damaged** 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

## Section A - Buildings (continued)

## Cover

**Insurers** agree that if during the **Period of Insurance**, an item of **Buildings** 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, or if the **Buildings** is an individual flat, forming part of a block, **We** will pay to reinstate the **Damaged Buildings** belonging to **You** in accordance with the reinstatement conditions but **We** will not pay for any **Damage** to common parts other than those parts owned by **You** or for which **You** are individually legally responsible.
- 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

## Extensions to Section A

This Section is extended to include:

- a) **Underground Services** – Following an **Insured Event** which results in a valid claim, accidental physical **Damage** to underground pipes services and cables at the **Premises** for which **You** are responsible.
- b) **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.
- c) **Sanitary Ware** - accidental breakage of sanitary fixtures and fittings for which **You** are responsible.
- d) **Trace and Access** – Following an **Insured Event** which results in a valid claim, **We** will pay **You** the costs necessarily incurred by **You** in locating the source and subsequent making good of **Damage** resulting from;
  - i) the escape of water from any tank, apparatus or pipe serving the **Buildings**
  - ii) accidental **Damage** to cables, underground pipes and drains serving the **Buildings**Provided that the maximum amount payable under this Extension will not exceed in any one **Period of Insurance** £2,500.
- e) **Rent Receivable** - Following an **Insured Event** which results in a valid claim under this Section, where the **Buildings** become uninhabitable, **We** will pay to **You** the amount by which the rent receivable during the **Period of Insurance** as a result of the **Damage**, falls short of the rent which would have been received during the same period had the **Damage** not occurred, less any **Savings** in respect of expenditure payable out of rent receivable which reduces or ceases as a result of the **Damage**.

In arriving at the amount of rent receivable such adjustment will be made as may be necessary to provide for trend, variations or other relevant circumstances, either before or after the **Damage**, so that the figures thus adjusted will represent as nearly as may be reasonable practicable the rent which but for the **Damage**, would have been obtained during the relative period after the **Damage**.

If following the **Damage**, the amount of rent receivable is maintained by the provision of alternative accommodation by **You** such rent will be taken into account in calculating the amount payable.

If at the time of **Damage**, the **Sum Insured** by any item on rent receivable is less than the amount of rent which would have been received during the **Period of Insurance** if the **Damage** had not occurred (or a proportionately increased multiple thereof if the rental period exceeds 12 months) the amount payable will be proportionately reduced.

**Insurers Limit of Indemnity** on any item of rent receivable will not exceed the **Sum Insured** stated in the **Schedule**.

- f) **Capital Additions** - **We** will pay for;
  - i) Any newly acquired or newly erected property.
  - ii) Alterations, additions and improvements to the **Premises**, but not for any appreciation in valueFor which **You** are legally responsible for anywhere within the **Territorial Limits** up to a maximum amount of 10% of the **Buildings Sums Insured** or £250,000 whichever is lower.

**You** must notify Commercial Express Quotes Limited, via **Your** insurance advisor, without delay and pay the appropriate additional premium.

## **Section A - Buildings (continued)**

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

The following exclusions apply to this Section:

We will not pay for;

- a. the amount of the **Excess** stated in the **Schedule**
- b. loss of market, **Consequential Loss** of any and every description
- c. **Property Insured** more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- d. **Damage** to any **Property Insured** directly or indirectly caused or contributed by:
  - a) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, 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
  - g) theft or attempted theft:
    - a) unless accompanied by forcible and/or violent entry into or exit from the **Building** or involving violence or the threat of violence
    - b) if **Damage** is caused when the **Buildings** are occupied by Asylum Seekers
  - 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) malicious persons if **Damage** is caused by the **Buildings** being occupied by **Asylum Seekers** or referrals by local authorities or the department of social security
  - k) fire if **Damage** is caused by the **Buildings** being occupied by **Asylum Seekers** or referrals by local authorities or the department of social security

### Basis of Claims Settlement

#### **Reinstatement Conditions**

- (i) **Insurers'** liability for the repair or replacement of **Buildings damaged** in part only 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**.

## **Section A - Buildings (continued)**

### **Limit of Indemnity**

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

- (i) If an individual **Sum Insured** is specified on the **Schedule** for that item, **Insurers'** liability will be limited to that **Sum Insured**;  
In any event, **Insurers'** liability will in no circumstances exceed, in the aggregate, 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.

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 **You** 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 – Contents

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

### Cover

**Insurers** agree that if, during the **Period of Insurance**, an item of **Trade Contents, Stock or Household Goods** (as confirmed as insured on the **Schedule**) at the **Premises** sustains **Damage** due to an **Insured Event**, which results in a valid claim under this **Policy**, **Insurers** will replace the damaged items or at their option will pay **You** as follows: -

- (i) **Trade Contents**
  - a) the cost of replacing the item as new, or
  - b) pay the cost of repairing any item
- (ii) **Stock** – the cost price of the goods to **You**
- (iii) **Household Goods** – the cost of repair or replacement as new other than for clothing and soft furnishings for which a deduction for wear, tear and depreciation will be made.

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.

### **Business Equipment All risks extension** (this only applies if this extension is operative on **Your Schedule**)

**Insurers** agree that if, during the **Period of Insurance**, an item of **Trade Contents** anywhere within the **Territorial Limits** stated in the **Schedule** sustains **Damage**, then following an **Insured Event** which results in a valid claim under this **Policy**, **Insurers** will replace the damaged items or at their option will pay **You** either the cost of replacing the item as new or pay the cost of repairing any item.

### Extensions to Section B

This Section is extended to include:

- a) **Removal of Debris** - Following an **Insured Event** which results in a valid claim under this Section, costs and expenses necessarily incurred in the removal of debris following **Damage** to the **Property Insured** provided the amount payable by the **Insurers** under this Extension will not exceed £25,000.
- b) **Locks and Keys** - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the **Premises** (including final exit doors for individual flats or apartments for which **You** are responsible) following theft or **Damage** of keys subject to a maximum of £1,000 any one claim.
- c) **Architects, Surveyors, Legal and Other Fees** - Following an **Insured Event** which results in a valid claim under this Section, costs of architects, surveyors, consulting engineers, legal and other fees incurred in the reinstatement of the **Trade Contents** following **Damage** provided the amount payable by the **Insurers** under this Extension will not exceed £25,000. Fees for the preparation of any claim are not included.
- d) **Public Authorities Legislation Costs** - Following an **Insured Event** which results in a valid claim under this Section, costs incurred to the **Trade Contents** where reinstatement is required solely to comply with any act of Parliament or Local Authority bye-law provided that notice under such Act or bye-law had not been served on **You** before **Damage**.
- e) **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.
- f) **Seasonal Increase** - the **Sums Insured** for **Stock** only will all be increased by 25% during the months of November and December and the first 14 days of January.
- g) **Temporary Removal** - **Trade Contents** temporarily removed for cleaning, renovation or repair within **Buildings** anywhere in the United Kingdom subject to **Our** liability not exceeding 10% of the **Sum Insured** for **Trade Contents**.
- h) **Sanitary Ware** - accidental breakage of sanitary fixtures and fittings for which **You** are responsible.
- i) **Fixed Glass, Signs, Blinds and Canopies** - accidental **Damage** to fixed glass, signs, blinds or canopies occurring at the **Premises** including:
  - i costs involved in necessary boarding up pending replacement of glass
  - ii any lettering, ornamentation or alarm foil
  - iii **Damage** to contents of display windows, showcases or counters provided that **Insurers** will not be liable for:
    - 1) more than £1,000 any one claim under i, ii or iii above in total and £1,000 any one sign, blind or canopy unless otherwise stated in the **Schedule**
    - 2) **Damage** to frames or framework unless the glass therein is broken at the same time
    - 3) superficial cracks or chipping
- j) **Underground Services** - Following an **Insured Event** which results in a valid claim under this Section, accidental physical **Damage** to underground pipes, services and cables at the **Premises** for which **You** are responsible provided the amount payable by



## Section B – Contents (continued)

**Insurers** under this Extension will not exceed £25,000.

- k) **Goods in Transit - Damage to Stock** under this Section whilst in transit anywhere in the United Kingdom including:
- i) **Damage** arising from loading and unloading of vehicles
  - ii) the costs of removal of debris and site clearance following **Damage**
  - iii) the cost of the transfer of property to another vehicle following **Damage** insured

Provided that:

- i) vehicles are maintained in a roadworthy condition
  - ii) security locks, alarms and other security devices are maintained in an efficient working condition
  - iii) all doors be locked, windows and other openings closed and securely fastened, and all alarms and other security devices be made operative whenever the vehicles are left unattended
  - iv) vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this extension overnight will mean from 9.00pm or whenever the vehicle was last occupied whichever is the earlier to 6.00am or until the vehicle is first used whichever is the later)
  - v) the **Insurers** liability under this Extension will not exceed £5,000 any one claim
  - vi) the **Insurers** will not be liable for the first £100 of each and every claim.
- l) **Garden Furniture** - Following an **Insured Event** which results in a valid claim, **Damage** to garden furniture in the grounds of the **Premises** stated in the **Schedule** up to a maximum of £500 any one claim including theft not involving forcible and violent entry to the **Premises** but excluding the first £100 of each and every claim.
- m) **Theft Damage to Buildings - Damage** to the **Buildings** for which **You** are responsible caused by theft or any attempt provided that **Insurers** liability is for no more than 10% of the **Trade Contents Sum Insured**
- n) **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**.
- o) **Rent Payable** - Following an **Insured Event** which results in a valid claim, **Your** legal liability as tenant to pay rent for the period not exceeding two years during which the accommodation is un-tenantable up to a maximum of 25% of the **Sum Insured** by this Section.
- p) **Damage to Landscaped Gardens** - Following an **Insured Event** which results in a valid claim, the cost of restoring any **Damage** done to landscaped gardens for which **You** are responsible by the Emergency Services in attending the **Premises** up to a maximum of £1,000 in any one **Period of Insurance**.
- q) **Capital Additions** - **We** will pay for;
- i) any newly acquired, newly erected trade fixtures and fittings at the **Premises**
  - ii) any alterations, additions and improvements to the trade fixtures and fittings at the **Premises**, but not for any appreciation in value
- For which **You** are legally responsible for anywhere within the **Territorial Limits** up to a maximum limit of 10% of the **Trade Contents Sums Insured** or £100,000 whichever is lower.  
**You** must notify Commercial Express Quotes Ltd, via **Your** insurance advisor without delay and pay the appropriate additional premium.

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

**Insurers** will not pay for:

- 1) **Consequential loss** of any kind or description.
- 2) **Damage** caused by
  - a) inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials; or

## Section B – Contents (continued)

- b) faulty or defective workmanship, operational error or omission on behalf of **You** or any of **Your Employees** but this will not exclude subsequent **Damage** which itself results from an **Insured Event** or from any other cause not otherwise excluded.
- 3) **Damage** caused by
  - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects; or
  - b) change in temperature or atmospheric or climatic conditions; or
  - c) mechanical or electrical breakdown or failure in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - d) erasure or distortion of information on computer systems or other records but this will not exclude **Damage** which itself results from an **Insured Event** or from any other cause not otherwise excluded.
- 4) **Damage** from Unattended Vehicle(s) or Trailer(s).
- 5) **Damage** by confiscation or detention by Customs or other officials or authorities.
- 6) **Damage** caused by
  - a) acts of fraud or dishonesty by **Your Employees**; or
  - b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - c) any process of fitting, testing, servicing, repair, renovation or adjustment.
- 7) Theft or attempted theft (this exclusion does not apply to **Business Equipment All risks extension** if operative):
  - a) unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence.
  - b) loss or **Damage** caused when the **Buildings** are occupied by Asylum Seekers
- 8) **Damage** caused by
  - a) malicious persons when the **Buildings** are occupied by **Asylum Seekers** or referrals by local authorities or the department of social security
  - b) fire when the **Buildings** are occupied by **Asylum Seekers** or referrals by local authorities or the department of social security
- 9) **Damage** caused by wind, rain, hail, sleet, snow, storm, flood or dust **Damage** to moveable property in the open;
- 10) The amount of the **Excess** specified in the **Schedule** in respect of each and every loss.

### Basis of Claims Settlement

1. Where **We** can repair or replace an item of **Trade Contents** or **Household Goods**, but **We** agree to **Your** request for a cash settlement **We** will only pay what it would cost **Us** to repair or replace the item using **Our** own network of suppliers.
1. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Trade Contents** or **Household Goods** which form part of a pair, set or suite or part of a common design or function when the **Damage** is restricted to a clearly identifiable area or to a specific part.
2. If **You** are under-insured, which means the cost of replacing or repairing the **Trade Contents**, **Stock** or **Household Goods** at the time of the **Damage** is more than **Your Sum Insured** for each item, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Trade Contents**, **Stock** or **Household Goods**, **We** will only pay one half of the cost of repair or replacement.

### Conditions applicable to this Section

#### **Limit of Indemnity**

The liability of the **Insurers** under this Section will not exceed the **Sum Insured** by each item stated in the **Schedule**.

## Section C - Business Interruption

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) **Net Revenue**  
The money paid or payable to **You** for goods sold and services provided in the **Business** at the **Premises** less the cost of purchases.

### Cover

**Insurers** will indemnify **You** for **Loss of Net Revenue** and **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 or B 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 C

Cover under this Section is extended to include **Loss of Net Revenue** 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) in consequence 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**.
- 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 will 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.

**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 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 **Loss of Net Revenue** or £25,000 whichever is the less.

## Section C - Business Interruption (continued)

- 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.
- g) **Alternative Residential Accommodation**  
If as a result of **Damage** following an **Insured Event**, the residential portions of the property are unfit to live in or access is denied the **Insurers** will pay insofar as they are not otherwise insured;
- i) the costs of reasonable alternative accommodation and the temporary storage of residents' furniture
  - ii) the cost of reasonable accommodation in kennels or catteries for residents' dogs and cats
- Provided the liability of the **Insurers** under this Extension will not exceed 20% of the **Sum Insured** of the **Property Insured** that has been **Damaged**.

### Basis of Claims Settlement

**Loss of Net Revenue** or **Increased Cost of Working** less any **Savings**.

#### **Conditions**

- a) **Average** - if at the time of the **Loss the Net Revenue** 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** will be considered as **Your** own insurer for the difference and must 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 Net Revenue**.

**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 Indemnity**

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

## Section D – Money

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

### 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** during **Business Hours** or in transit or bank night safe
  - ii) In the **Premises** or **Your** private dwelling or domestic living quarters or any authorised partner director or **Employee** outside **Business Hours** contained in a securely locked safe or strongroom
  - iii) In the **Premises** outside **Business Hours** not contained in a securely locked safe
  - iv) In the custody or private dwelling or domestic living quarters of **You** or any authorised partner, director or **Employee** of **You** out of **Business Hours**
  - v) 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 applicable 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 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.
- e) **Damage to Money** in transit that is left unaccompanied.
- f) 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** must ensure that the number of **Employees** accompanying the **Money** are as follows:

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

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

The following cover only applies 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 their 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 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 will 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 any **Pre-Existing** condition, injury, illness or disease.

### Conditions applicable to this Section

- 1) 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.
- 2) **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**.
- 3) **You** and/or the **Employee** will at the **Insurers** request submit themselves to medical examination at the **Insurers'** expense as often as they deem necessary.
- 4) No **Compensation** will be payable until the period of Disablement has been determined and (where Temporary) ceased.
- 5) Notwithstanding anything to the contrary in 4) above, **Insurers** may at their discretion pay any **Compensation** due at intervals in arrears.
- 6) **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 - Frozen Food

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

### Cover

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 putrefaction arising from;

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

The liability of the **Insurers** under this Section does not cover;

- 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 F - Loss of Licence

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

### Cover

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

- a) the depreciation in value of **Your** interest in the **Premises** and loss of **Net 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 applicable 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 such additional information and give such 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 be occasioned 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 proven to the satisfaction of the **Insurers** that such matter was beyond **Your** power or control.

## Section G - Book 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 rendered.

#### **Outstanding debit balance(s)**

The total shown in **Your** last audited accounts adjusted for: -

- i) bad debts
- ii) 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
- iii) 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** is less than the **Outstanding debit balances** the amount payable will be proportionately reduced.

The insurance under this Section includes all reasonable 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, or
  - b) **Your** interest ceases other than by death at any time after the commencement of this Insurance, unless its continuance be admitted in writing by or on behalf of **Insurers**.
- 2) **Automatic Reinstatement of Loss**  
Following an **Insured Event** under this Section the **Sum Insured** will be immediately and automatically reinstated, and **You** undertake to pay the additional premium on the amount of loss at the rate applicable pro-rata from the date of the loss to the expiration of this **Policy**.
- 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 - Liability

The following cover applies 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**.

#### **Event 1 - Employers' Liability**

**Bodily Injury** caused to an **Employee**.

#### **Event 2 - Public Liability**

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

#### **Event 3 - Products Liability**

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

### Extensions to Section H

This Section is 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** - Exception 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:

- 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.

## Section H - Liability (continued)

- vi. **Additional 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:
- arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
  - 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:
- Insurers** will not be liable for any fines or penalties imposed as a consequence of such prosecution
  - 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.
  - 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
- 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 be liable to 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. **Liability for Guests' Property** – Exclusion 4. b under Event 2 – Public Liability does not apply in respect of this Extension. The **Insurers** will indemnify **You** against legal liability (not being liability assumed under contract) for:
- Damage** to guests' property (other than motor vehicles and the contents within) contained in the **Premises**
  - Damage** to guests' motor vehicles and the contents within, in the garage or car park of the **Premises**
- Provided that: -
- this Extension will not apply to guests' property which is expressly offered to **You** or an authorised **Employee** for safe custody unless it is accepted and deposited in a locked safe approved by the **Insurers**
  - if the **Business** is an establishment to which the Hotel Proprietors Act applies **You** have displayed a copy of the notice set out in the schedule to the Act in a conspicuous position at or near the reception, office or desk or where there is no reception, office or desk at or near the main entrance to the Licensed **Premises**.
  - Your** garage must be securely locked overnight
  - the liability of the **Insurers** in respect of or arising out of any occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause will not exceed:
    - £10,000 for Property deposited for safe custody
    - £25,000 in all for any one claim
- The **Insurers** will in addition pay all legal costs and expenses received against **You** by any claimant and/or incurred with the written consent of the **Insurers**.
- ix. **Cloakroom Liability** - The **Insurers** will indemnify **You** against liability under Event 2 – Public Liability for **Damage** to property (excluding gold and silver articles, jewellery, watches and the like) belonging to guests or patrons caused by theft or accidental means whilst such property is deposited in the cloakroom at the **Premises**
- Provided that:
- This Extension will not provide indemnity against **Damage** by or due to fire and/or explosion
  - The liability of the **Insurers** under this Extension will not exceed the sum of £1,000 in respect of any one cloakroom or the sum of £100 in respect of any one article
  - The cloakroom will be locked whenever it is left unattended when guests or patrons property is deposited within
  - You** will issue numbered tickets to each guest or patron in respect of property deposited in the cloakroom and will prominently display in each cloakroom notices reading as follows:  
"This cloakroom is provided for the convenience of guests and patrons and no responsibility can be accepted for the safety of property therein although all possible precautions will be taken"
- x. **Non-Manual Work Overseas** - The **Insurers** will indemnify **You** in respect of the cover for Events 1 & 2, 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.

## Section H - Liability (continued)

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

#### Exclusions applying to Event 1 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.

#### Exclusions applying to Event 2 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 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. arising out of or in connection with any deliberate or belligerent acts.
6. the first £250 of **Damage to Property** other than for **Damage to Premises** leased or rented by **You**.

#### Exclusions applying to Event 3 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.

#### Exclusions applying to Events 2 and 3 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. liability caused by or attributable to any treatment given by or on behalf of **You**.
4. 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 Pollution

Provided 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**.

## Section H - Liability (continued)

5. 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.
6. Directly or indirectly resulting from, or in consequence of any travel package arrangement.

### Exclusions applying to Events 1, 2 and 3 only

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 deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees**, in which case a sub- **Limit of Indemnity** of £5,000,000 will apply.
3. liability directly or indirectly arising out of or in connection with injury to a foetus, unborn child or child resulting from consumption, during pregnancy, of an alcoholic beverage manufactured or produced by **You** or on **Your** behalf.

### Conditions applicable to this Section

#### a. **Limit of Indemnity**

- i. Event 1 - 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. Event 2 - 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. Event 3 - 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 Section H 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 H 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 H Event 1.

### 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 are 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 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 use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

### 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.

## General Policy Conditions (continued)

**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.

### Stock

**You** must ensure that that all **Stock** stored at or below ground level or in basements is raised on racking, stillages, pallets or other apparatus to allow at least 15 centimetres airspace between the **Stock** and floor level otherwise all **Damage** arising from or caused by the following **Insured Events** will be excluded:

- a) Flood
- b) overflowing, discharge or leaking of any sprinkler apparatus
- c) escape of water or oil from any tank, apparatus or pipe

### 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**.

### 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.

### Security

It is important that **You** comply with requirements a) - e) otherwise all **Damage** arising from or caused by the **Insured Events** of fire, theft, attempted theft and malicious persons will be excluded:

- a) **You** must ensure that all protections provided for the safety and security of the **Premises** will be maintained in good order and will not be withdrawn, altered or varied without the prior consent of the **Insurers** and will be in full and effective

## General Policy Conditions (continued)

- operation when the **Premises** are closed for business or left unattended.
- b) **You** must ensure that any alarm and/or system forming part of the protections will be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations.
  - c) **You** must ensure that;
    - (i) All external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
    - (ii) All windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks
  - d) In the event of **You** receiving any notification in respect of 2) i), ii) or iii) below then with immediate effect:
    - 1) **You** must notify **Insurers** as soon as possible, at which time **Insurers** reserve the right to vary terms or cancel cover provided under this **Policy**.
    - 2) **You** must comply with any requirements that **Insurers** impose in response to such notice.
      - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
      - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
      - iii) that any alarm system cannot be returned to or maintained in full working order
  - e) **You** must ensure that all keys and duplicate keys of the safe(s) are removed from the **Premises** whenever the **Premises** are left unattended.

### External Smoking Condition

**You** must ensure that smoking will be prohibited throughout the **Premises** except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the **Buildings** otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded.

### Storage of Combustible Materials in the Open

**You** must ensure that no combustible materials are externally stored within 2 metres of the **Buildings** outside business hours otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded.

### Residential Tenants

**You** must ensure that any residential portion(s) of the **Premises** are not let or used by;

- a) referred by local authorities or the department of social security, or
- b) **Asylum Seekers**

otherwise the **Insured Events** of fire and malicious persons will be excluded.

### Weekly Waste

**You** must ensure that all combustible trade waste and refuse will be swept up daily and kept in bags or bins 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.

## General Policy Conditions (continued)

### 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.

### 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 (Right 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-G 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](mailto:bristol@cpadjusting.com)

Opening Hours: Monday to Friday 9am to 5pm

Out of hours emergency telephone number: 0117 938 8386

Or

Applicable to Section H 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](mailto:new.claims@woodgate-clark.co.uk)

- a) 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.
- b) Applicable to Section A - Buildings and Section B - Contents:  
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 Sections A or B 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)

- c) Applicable to Section C - Business Interruption:
- 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.

- d) Applicable to Section H - 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 shown on **Your Schedule**

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](mailto: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.

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-G 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](mailto: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 Section H 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](mailto:complaints.inbox@ascotgroup.com)

## Complaints Procedure (continued)

**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 Section H, 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:	<a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>
Walter Burke Way	Telephone:	+44 (0) 20 7327 5693
Chatham Maritime	Fax:	+44 (0) 20 7327 5225
Chatham, Kent	Web:	<a href="http://www.lloyds.com/complaints">www.lloyds.com/complaints</a>
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](http://www.lloyds.com/complaints) and are also available from the above address.

### 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
London E14 9SR	on mobile phone tariffs in the UK).
	Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> .

**You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

Channel Islands Financial	Phone: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Ombudsman, PO BOX 114	Fax +44 1534 747629
Jersey, Channel Islands	Email: <a href="mailto:enquiries@ci-fo.org">enquiries@ci-fo.org</a>
JE4 9QG.	Website: <a href="http://www.ci-fo.org">www.ci-fo.org</a>

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