



**PRIMARY
GENERAL**

ONLINE

Takeaways

Retail Package Insurance Policy - Including Signatures Covers



Primary General

Primary General is an underwriting company solely dedicated to providing commercial underwriting and risk management solutions to intermediaries for small to medium sized UK businesses.

The core business principles that guide Primary General are exclusivity, access to informed and empowered decision makers, service and quality. Primary General believes that by combining these core values and adhering to the business ethos of 'Putting You First', we create a fundamentally better business.

Whilst Primary General has a wealth of expertise and industry experience, we maintain an innovative approach to commercial insurance and risk management. We work solely in partnership with an exclusive agency base of professional intermediaries. We regard each of our intermediaries as individuals, involving them in the decision-making process and working hard to support their business objectives. In doing so, we have built long-term relationships and have proved the value of 'Putting You First' as a business ethos.

From our regional offices in Belfast, Birmingham, Glasgow, Harrogate, London and Manchester, our teams provide a local presence for our intermediaries. Also with a fully web enabled self-service underwriting platform in Primary General Online, our intermediaries can choose to trade with Primary General face-to-face and all the alternatives through to trading completely electronically. This ultimately results in a better service for them and their clients.

Our products are designed to protect the assets and insure the liabilities of small to medium sized businesses, while also reducing their exposure to risk through providing effective risk management assistance and advice. Primary General can also provide solutions to larger corporate clients. Our principal covers and services include:

- Commercial Combined
- Leisure, Office, Retail, Hotel and Takeaway Packages
- Property Owners'
- Motor Fleet
- Motor Trade
- Tradesman
- Contractors
- Professional Indemnity
- Directors & Officers
- Equipment Breakdown, Commercial Legal Protection and Key Person
- Employment and Health & Safety Support Services
- Premium Finance

Primary General's intermediaries can also call on its sister company, Rural Insurance, for a number of other covers and services.

We always consider risks on their merits rather than restricting ourselves to certain trade groups. Well-managed businesses are looked upon favourably, and we welcome clients that will actively work in partnership with us and our intermediaries to minimise risk.

In line with our commitment to 'Putting You First' by providing the best underwriting and risk management solutions available, our products and services range is continually evolving, so expect to see further developments.

Primary General is an established and respected underwriting company with dedicated and experienced insurance professionals.

Primary General, 'Putting You First'.

Notification of New Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number

0844 209 0999

If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

Retail Package Insurance Policy including Signatures Covers

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Part A - Retail Package Insurance Policy

Cancelling Your Policy

Although Insurers hope you are happy with the cover this Policy provides, if this Insurance doesn't meet your requirements, You may cancel this Policy by -

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to Primary General Insurance Limited.

The Insurers will then cancel Your Policy with effect from the date upon which Primary General Insurance Limited receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £100) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of Primary General Insurance Limited to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

Insurers' Rights to Cancel Your Policy

Insurers shall not be bound to accept any Renewal of this Policy.

There are circumstances in which Insurers or Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

Non Payment of Premium and/or Insurance Premium Tax

If Insurers do not receive the Premium and Insurance Premium Tax in full Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation by recorded delivery to Your last known address. Insurers will usually send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

Cancellation for other reasons

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate.

In such circumstances Insurers will give you written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent.

Details about the regulator and Insurers

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Aviva Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

Primary General Insurance Limited, Fortis Insurance Limited and Aviva Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our insurance obligations. This depends on the type of business and the circumstances of the claim. The scheme covers 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk>

Complaints Procedure

(Not forming part of this Policy)

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the intermediary who arranged the Policy for you, or the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured, Policy number, departmental references.

Should the matter not be resolved to your satisfaction, please write to:

The Customer Service Manager
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk>

Part A - Retail Package Insurance Policy

Policy Information

(Not forming part of this Policy)

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of:

- a) the Introduction which explains the basis on which the cover is provided;
- b) the Schedule which shows who is the Insured the Business being covered and other Policy particulars such as the Period of Insurance (also included with the Schedule are details of which Sections are operative);
- c) the General Policy Definitions Exclusions and Conditions which incorporate definitions and terms that apply to the whole Policy;
- d) the Sections of the Policy which give precise details of the cover being provided;
- e) any Endorsement(s) which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and such like.

Immediate notice should be given to the Insurers of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after issue of the Policy will be confirmed by separate Endorsement(s) which you should file with the Policy. You should refer to the Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Your insurance intermediary will be able to provide any help or information that you might require.

Data Protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires us. As part of the Financial Services Authority's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Managing Director at the above address.

Disclosure

Your insurance is based upon the information provided to Primary General Insurance Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

Part A - Retail Package Insurance Policy

1. Introduction

- 1.1 Each Section of this Policy the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Policy Definitions, Exclusions and Conditions and the Proposal shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in:
 - 1.2.1 the Schedule, any Policy Endorsement(s) or this Introduction and the General Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated;
 - 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the Insured within the terms of and subject to the exclusions and conditions of this Policy in respect of liability, loss or damage as set out in each Section and/or Endorsement occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The subscribing Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.
- 1.5 The Proposal made by the Insured is the basis of and forms part of this Policy.

2. The Insurers

In accordance with the authorisation granted to Primary General Insurance Limited by Fortis Insurance Limited and Aviva Insurance Limited (hereinafter 'Insurers') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound, each for their own part and not for one another, to insure in accordance with the terms and conditions contained herein or endorsed hereon. None of the Insurers is responsible for the subscription of any other co-subscribing Insurer who for any reason does not satisfy all or part of its obligations. Details of the share percentages for which each Insurer is responsible are available on request.

All Sections

Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered number: 354568 England.

Aviva Insurance Limited, registered in Scotland with registered number 2116 whose registered office is at Pitheavlis, Perth, Scotland PH2 0NH.

3. Choice of Law applicable to this contract

- 3.1 In the absence of any written agreement to the contrary, English law shall apply to this contract.



Tim Rolfe
Director
Primary General Insurance Limited
Registered Office
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire
LS10 1RJ

Registered Number 4401961, England and Wales.

For and on behalf of the Insurers

General Policy Definitions

1. Wherever the following words or phrases occur in the Policy they will have the meaning described below unless otherwise indicated.

Bodily Injury means

- (i) death, illness, disease or injury; and
- (ii) mental injury, mental anguish or shock but not defamation.

Buildings shall mean building or buildings built mainly of brick, stone or concrete and roofed with slate, tile or concrete including landlords fixtures and fittings, walls, gates and fences the property of the Insured or for which the Insured is responsible at the Premises.

Business shall mean the Insured's Business stated in the Schedule.

Damage shall mean accidental physical loss or destruction of or damage to the property insured.

Excess means the first part of each and every claim as ascertained after all other terms of this Policy.

Insured means the person, persons or corporate body named as such in the Schedule.

Keyholder means the Insured or any person or key holding company authorised by the Insured 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.

Outbuilding means 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 means the period specified in the Schedule and any additional period agreed by the Insurers as provided in any Endorsement.

Pollution and/or Contamination means all pollution and/or contamination of buildings or other structures, or of water or land, or the atmosphere. For the purpose of this Policy the term Pollution and/or Contamination shall include (but not limited to):

- (i) seepage of or pollution and/or contamination by anything, including but not limited to that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property, or the environment under any law, ordinance, regulation or decree;
- (ii) the presence existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

Premises means the Building or Buildings and any Outbuildings occupied by the Insured in connection with the Business including walls, gates and fences at the Premises specified in the Schedule to each Section.

Proposal means any information provided by the Insured in connection with this insurance and any declaration made in connection therewith.

Responsible Person shall mean the Insured or any other person authorised by the Insured to be responsible for the security of the Premises.

Sum Insured means the amount specified as the sum insured for each item in the Schedule.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

These Definitions shall apply throughout the whole Policy. Definitions which apply for the purpose of a specific Section only appear in that Section and will apply to that Section.

2. In this Policy unless the context otherwise requires:

- (i) clause headings are inserted for convenience only and shall not affect the construction of this Policy and all references to Clauses, Sub-clauses, Sections, Schedules or Endorsements are to Clauses, Sub-clauses and Sections of, or Schedules and Endorsements to, this Agreement;
- (ii) words denoting the singular number include the plural and vice versa;
- (iii) references to persons include references to bodies corporate and unincorporate;
- (iv) references to statutes or statutory instruments include references to any modification, extension or re-enactment thereof from time to time.

General Policy Exclusions

The following exclusions will apply to the indemnity given under the whole of this Policy (including all Sections and Endorsements) unless otherwise indicated.

1. Radioactive Contamination

The Insurers shall not provide indemnity under this Policy in respect of any:

- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (ii) legal liability of whatsoever nature

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

- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War and Similar Risks

- a) The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or damage directly or indirectly occasioned by, happening through or any consequences of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b) In any action suit or other proceedings where the Insurers allege that by reason of war and similar risks described above any loss destruction or damage is not covered by this Policy the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

3. Sonic Bangs

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Confiscation

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or damage directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of or damage to property by or under order of any government, municipal, local or customs authority.

5. Terrorism

- a) This Policy does not cover:
 - (i) loss, damage, cost or expense of whatsoever nature and any consequential loss directly or indirectly caused by, resulting from or in connection with Terrorism regardless of any other cause or event contributing concurrently or in any other sequence of to the loss where such loss or damage occurs in England and Wales and Scotland.
 - (ii) loss, damage cost or expense of whatsoever nature and any consequential loss for such damage in Northern Ireland directly or indirectly caused by, resulting from or in connection with:

- (1) riot, civil commotion and (except in respect of loss, destruction or damage by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons;
- (2) terrorism regardless of any other cause or event contributing concurrently or in any other sequence of to the loss.

- b) This exclusion also excludes loss, damage, cost or expense of whatsoever nature and any consequential loss 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.
- c) In any action suit or other proceedings where Insurers allege that by reason of this definition any loss destruction or damage is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such loss destruction or damage is covered (or is covered beyond that limit of liability) shall be upon the Insured.

6. Date Recognition

- a) The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or damage directly or indirectly caused by, contributed to, consisting of or arising from the failure of any:
 - (i) computer data processing equipment or media microchip integrated circuit or similar device; or
 - (ii) other equipment or system for processing storing or retrieving data; or
 - (iii) computer software

whether the property of the Insured or not and whether occurring before during or after the year 2000 to:

- (1) recognise correctly any data as its true calendar date; or
- (2) capture, save, retain or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than its true calendar date; or
- (3) capture, save, retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

PROVIDED THAT such indemnity shall apply in respect of subsequent loss or damage which itself results from a Defined Peril and which is not otherwise excluded in any Section.

- b) For the purpose of this General Policy Exclusion 6, a Defined Peril means fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any vehicle or animal, or theft other than theft by employee(s).

General Policy Exclusions

7. Northern Ireland

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or damage to any property in Northern Ireland occasioned by or happening through or in consequence of:

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

For the purpose of this Exclusion:

Unlawful Association means any organisation which is engaged in Terrorism and includes any organisation which at the relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

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

In any action suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered will be upon the Insured.

General Policy Conditions

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

1. Alteration in Risk or Interest

This Policy shall be avoided with effect from the date the event occurs if after the commencement of this Insurance:

- (i) the risk is materially increased; or
- (ii) the interest of the Insured ceases; or
- (iii) the Business does any of the following;
 - (1) making a composition or arrangement with creditors; or
 - (2) have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986, or
 - (3) have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator; or
 - (4) have a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator, receiver or receiver and manager of his business or undertaking duly appointed; or
 - (5) have an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

unless agreed by the Insurers in writing.

2. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurers.

This Condition shall not apply to Section D Liability.

3. Cancellation

Although Insurers hope you are happy with the cover this Policy provides, if this Insurance doesn't meet your requirements, You may cancel this Policy by -

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to Primary General Insurance Limited.

The Insurers will then cancel Your Policy with effect from the date upon which Primary General Insurance Limited receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £100) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of Primary General Insurance Limited to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

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Non Payment of Premium and/or Insurance Premium Tax

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Cancellation for other reasons

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate.

In such circumstances Insurers will give you written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent.

4. Claims

- a) The Insured shall in the event of any occurrence likely to give rise to a claim under this Policy report it immediately to the Insurers and provide in writing full details within 30 days (within seven days if caused by riot or civil commotion) and:
 - (i) in the event of Damage by malicious persons or theft notify the Police immediately and render all reasonable assistance in causing the discovery of any guilty person and in tracing and recovering the stolen property;
 - (ii) take immediate action to minimise loss and avoid interruption or interference with the Business and to prevent further Bodily Injury or Damage;
 - (iii) give all evidence information and assistance as the Insurers may require together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with such claim;
 - (iv) forward to the Insurers immediately upon receipt every letter claim writ summons or legal process;
 - (v) notify the Insurers immediately when the Insured has knowledge of an impending prosecution coroner's inquest or fatal accident inquiry.

General Policy Conditions

- b) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and the Insured shall give all information and assistance in respect of such action.
- c) On the happening of any Damage to property insured the Insurers shall be entitled to enter any Buildings where the Damage has occurred and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Condition shall be proof of leave and licence for such purpose. No property may be abandoned to the Insurers.

5. 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 the Insured's books.

6. Duties of the Insured

The Insured shall take all reasonable care:

- a) to prevent any event which may give rise to a claim under this Policy;
- b) to maintain the Premises machinery and equipment and everything used in the Business in efficient and safe working condition;
- c) in the selection and supervision of employees;
- d) to comply with all statutory and other obligations and regulations imposed by any authority;
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

7. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all such benefit shall be forfeited. This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

8. Frying Apparatus Warranty

Where frying apparatus is installed in the Premises it is warranted that:

- (i) the frying apparatus within the Premises is securely fixed and free from contact with any combustible materials;
- (ii) the equipment is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205°C (401°F);
- (iii) exhaust hoods canopies filters and flues are cleared at least once each month and extraction ducts are cleared at least once every six months and deposits of grease or oil are not allowed to accumulate;
- (iv) the following equipment is provided in the vicinity of the fryer in a clearly accessible position;
 - (a) a fire extinguisher suitable for use on fat or oil fires and;
 - (b) a fire blanket;
- (v) the frying apparatus is the subject of an annual maintenance contract.

9. Inflation Protection Clause

The Insurers will adjust the Sums Insured in respect of Sections A – Buildings and Section B – Contents in line with suitable indices of costs and the renewal premium will be based on the adjusted Sums Insured.

10. Instalment Premiums

Where reference is made in the Policy to the payment of premium it is understood that such reference includes the Insured having agreed to pay under the terms of a separate instalment agreement.

If the Insurers have agreed to accept payment of the first premium or any subsequent premium by instalment:

- a) the Policy remains an annual contract;
- b) if any instalment of premium is not received by the Insurers on or before its due date all unpaid instalments of premium and service fee shall immediately become payable. Should the full premium and service fee not be paid within seven days of the Insurers giving written notice of non-payment of an instalment the Policy shall be cancelled immediately on expiry of such notice.

Following such cancellation the Insurers shall return to the Insured the balance of any instalment already paid after deduction of an appropriate charge for the insurance cover to the date of cancellation except that if a claim has arisen in the current Period of Insurance no refund of premium shall be made.

11. Intruder Alarm Installation

- (i) Where the Premises are protected by an Intruder Alarm Installation:
 - (1) such installation must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurers; and
 - (2) such installation must be maintained under contract with the installers or as otherwise approved by the Insurers; and
 - (3) the Insured shall immediately notify the Insurers upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been (or will be) reduced or delayed; and
 - (4) the Premises shall not be left without at least one Responsible Person therein without the agreement of the Insurers:
 - (i) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation; or
 - (ii) where the level of response is reduced to no police attendance Keyholder response only; and
 - (5) the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and Police; and
 - (6) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set, a Keyholder shall attend the Premises as soon as reasonably possible.
- (ii) A Keyholder is appointed and can be the Insured or any person or keyholding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm system and allow access to the Premises.
- (iii) It is a condition precedent to liability under this Policy that the Insured fulfils all of its obligations under this General Policy Condition 11 and no claim under this Policy shall be payable unless all of the terms of this General Policy Condition 11 have been complied with.

General Policy Conditions

12. Misdescription

This Policy shall be avoided with effect from inception in the event of misrepresentation, misdescription or non-disclosure of any material particular.

13. Notice

- a) In respect of claims under this Policy, the insured should contact the broker who arranged this policy for them, alternatively they can contact the Primary General claims team direct on 0844 209 0999.
- b) In respect of any other information where the Insurers require the Insured to notify them under the terms of this Policy, the Insured should contact their insurance intermediary.

14. Observance

- a) The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.
- b) The truth of statements and answers in the Proposal and declaration are the basis of this Policy and if anything referred to shall be untrue, the Policy shall be null and void.

15. Other Insurance

There shall be no liability under this Policy in respect of any claim where the Insured is entitled to indemnity under any other policy or insurance policy EXCEPT in respect of any excess beyond the amount which would have been covered under such other policy or insurance policy had this Policy not been effected.

16. Protective Measures

This Policy shall not cover Damage consequent upon access to the Premises having been effected during any time when the Premises are closed against customers and/or callers unless all locks bolts shutters and other protective measures operative at the inception date of this insurance or as subsequently stipulated or agreed by the Insurers are in operation.

17. Subrogation

The Insurers shall be entitled to prosecute in the Insured's name for the Insurers' benefit any claim for indemnity or damage or otherwise against a third party and shall have full discretion in the conduct of any such action and the Insured shall give to the Insurers all such information and assistance as the Insurers may reasonably require.

18. Unoccupancy

The Insurers must be notified in writing immediately any Building becomes unoccupied by any person or is no longer in active use in connection with the Business for a period of 28 consecutive days or 90 days in total during the Period of Insurance.

Section A - Buildings

1. Definitions

(For the purpose of this Section only)

Buildings – shall extend to include:

- a) **Fees** – architects surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the Buildings with the consent of the Insurers. Fees incurred for the preparation of any claim are not included;
- b) **Removal of Debris** – costs and expenses necessarily incurred with the consent of the Insurers in removing debris dismantling or demolishing or shoring-up or propping the damaged portion or portions of the Buildings;
- c) **Additional Costs** – incurred in reinstatement to comply with Act of Parliament or Local Authority bye-law provided that notice under such Act or bye-law had not been served on the Insured before the Damage occurred.

Up to 10% of the sum insured on each Building the subject of Damage insured under this Section and this limit shall apply to Definitions a) b) and c) separately.

2. The Cover

The Insurers will indemnify the Insured for Damage to the Buildings caused by an Insured Event stated as operative in the Schedule.

Insured Events

(1) Specified Perils

- (a) Fire lightning explosion subterranean fire earthquake.
- (b) Aircraft or other aerial devices or articles dropped from them.
- (c) Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons.
- (d) Storm tempest or flood bursting or overflowing of fixed water tanks apparatus pipes or fixed oil fired heating installations.
- (e) Leakage of beer or other bulk supplied beverages from fixed tanks pipes and apparatus.
- (f) Impact by any road vehicle or animal.
- (g) Falling trees or parts thereof not resulting from any process of felling or lopping operation but not the cost of their removal and disposal nor any resulting Damage to hedges gates or fences.
- (h) Breakage or collapse of television or radio aerials dishes, fittings or masts.
- (i) Theft or attempted theft.

(2) **Accidental physical Damage** caused any event not excluded in this Policy.

(3) **Subsidence** or ground heave of any part of the site on which the Premises stand or landslip excluding:

- (a) the amount of the Excess specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Policy (including but not limited to Clause 5 (iii) of this Section) have been applied.

(b) Damage to yards car parks roads pavements swimming pool(s) gates and fences unless also affecting a Building insured under this Policy.

(c) Damage caused by or consisting of:

- (i) the normal settlement or bedding down of new structures;
- (ii) the settlement or movement of made up ground;
- (iii) coastal or river erosion;
- (iv) defective design or workmanship or the use of defective materials;
- (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe.

(d) Damage which originated prior to the inception of this policy.

(e) Damage resulting from groundworks or excavation at the Premises.

3. Limit of Liability

The liability of the Insurers under this Section A shall not exceed the Sum Insured by each item stated in the Schedule to Section A for the Period of Insurance or the limit specified in any extension under Clause 6 of Section A.

4. Basis of Claims Settlement

- (i) Where the Buildings are destroyed - the cost of rebuilding in a condition equal to but not better or more extensive than their condition when new.
- (ii) Where the Buildings are damaged - the cost of repair and restoration of the damaged portion of the Buildings to a condition substantially the same as but not better or more extensive than their condition when new.
- (iii) Where for any reason a payment cannot be made in accordance with (i) and (ii) above the liability of the Insurers will be arrived at as if this Basis of Claims Settlement had not been incorporated and shall be subject to the terms and conditions of this Section including Condition 5 (iii) Average.

5. Conditions

- (i) The work of the rebuilding or restoration (which may be carried out upon another site and in any manner suitable to the Insured's requirements subject to the Insurers Limit of Liability not being increased) must be carried out within a reasonable amount of time.
- (ii) No payments shall be made until rebuilding repair or restoration costs have actually been incurred unless otherwise agreed in writing by the Insurers.
- (iii) Average - if at the time of Damage the cost of rebuilding the property insured be collectively greater than the Sum Insured detailed in the Schedule then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the Damage accordingly.

Section A - Buildings

6. Extensions

Cover under this Section is extended to include:

- (1) **Underground Services** - accidental physical Damage to underground pipes services and cables at the Premises for which the Insured is responsible.
- (2) **Transfer of interest** - if at the time of Damage to the Buildings insured by this Section the Insured shall have contracted to sell his interest in such Buildings and the purchase has not been but shall thereafter be completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to the rights and liabilities of the Insured or the Insurers under this Section up to the date of completion.
- (3) **Automatic Reinstatement** - in the absence of written notice by the Insured or the Insurers to the contrary the Sum Insured reducing following Damage will be automatically reinstated as from the date of the occurrence the Insured undertaking to pay the appropriate additional premium.
- (4) **Sanitary Ware** - accidental breakage of sanitary fixtures and fittings for which the Insured is responsible.
- (5) **Trace and Access** - the reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good Damage resulting from:
 - (a) the escape of water from any tank apparatus or pipe;
 - (b) accidental physical Damage to cables underground pipes or drains serving the Premises.

The liability of Insurers in respect of any one Period of Insurance shall not exceed £25,000.

7. Exclusions (Applying to Insured Events (1) and (2) only)

The Insurers shall not indemnify the Insured for:

- (1) the amount of the Excess specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Policy (including but not limited to Clause 5 (iii) of this Section) have been applied unless arising from Insured Event (1) Specified Perils (a) or (b) unless otherwise stated herein;
- (2) costs and expenses arising from Damage caused by pollution or contamination except (unless otherwise excluded) Damage to the property insured caused by pollution or contamination resulting from Insured Event (1) Specified Perils (a), (b), (c), (d) or (f).
- (3) Damage caused by:
 - (a) frost;
 - (b) wear, tear, gradual deterioration, depreciation, rust or corrosion inherent vice or defect vermin insect infestation extremes or changes in temperature or humidity wet or dry rot damp or mildew or seepage below ground level;

- (c) collapse, cracking, settling, shrinkage or expansion of foundations, walls, floors, ceilings or roofs;
 - (d) subsidence, heave or landslip of the site on which the insured property stands;
 - (e) disappearance or shortages disclosed only at the time of inventory or not traceable to a specific event;
 - (f) mechanical or electrical breakdown or lifts or any other plant or equipment.
- (4) Damage to:
 - (a) boilers caused by cracking or fracturing;
 - (b) hedges, gates or fences caused by storm, tempest or flood;
 - (c) television or radio aerial dishes fittings or masts as a result of erection, fitting, dismantling, repair or maintenance operations;
 - (d) any fixed glass, signs, blinds or canopies;
 - (e) buildings caused by their own collapse unless resulting from Insured Event (1). Specified Perils (a) to (e) inclusive.
 - (5) Damage attributable solely to changes in the water table level.
 - (6) Damage caused by Specified Perils (c), (d) and (i) under Insured Event (1) if the Premises are empty or not in active use.

Section B - Contents

1. Definitions

(For the purpose of this Section only)

- (1) **Trade Contents** – shall mean all contents other than Stock but including office equipment decorations and improvements fixtures and fittings and landlords fixtures and fittings for which the Insured is responsible and insofar as they are not otherwise insured including:
 - a) personal effects and pedal cycles belonging to the Insured, their 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.
- (2) **Stock** – shall mean stock in trade and goods in trust the property of the Insured or for which the Insured is responsible.
- (3) **Household Goods** – shall mean household goods and personal effects the property of the Insured or resident manager or any member of their family permanently residing with them or for which they are responsible provided such property has been included in the Proposal on which this insurance is based.
- (4) **Property Insured** – shall mean Trade Contents, Stock and Household Goods and other property as defined under this Section B in the Schedule.

2. The Cover

The Insurers will indemnify the Insured for Damage to Property Insured whilst contained within the Buildings caused by an Insured Event stated as operative in the Schedule.

Insured Events

- (1) **Specified Perils**
 - (a) Fire lightning explosion subterranean fire, earthquake.
 - (b) Aircraft or other aerial devices or articles dropped from them.
 - (c) Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons.
 - (d) Storm tempest or flood bursting or overflowing of fixed water tanks apparatus pipes or fixed oil fired heating installations.
 - (e) Leakage of beer or other bulk supplied beverages from fixed tanks pipes and apparatus.
 - (f) Impact by any road vehicle or animal.
 - (g) Falling trees or parts thereof not resulting from any process of felling or lopping operation but not the cost of their removal and disposal nor any resulting Damage to hedges gates or fences.

- (h) Breakage or collapse of television or radio aerials dishes fittings or masts.
- (i) Theft or attempted theft or threats of violence to the Insured or any partner director employee or their family(s) on the Premises.

- (2) **Accidental physical Damage** caused by any event not excluded in this Policy.
- (3) **Subsidence** or ground heave of any part of the site on which the Premises stand or landslip excluding:
 - (a) the amount of the Excess specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Policy (including but not limited to Clause 5 of this Section) have been applied.
 - (b) Damage to yards car parks roads pavements swimming pool(s) gates and fences unless also affecting a Building insured under this Policy.
 - (c) Damage caused by or consisting of:
 - (i) the normal settlement or bedding down of new structures;
 - (ii) the settlement or movement of made up ground;
 - (iii) coastal or river erosion;
 - (iv) defective design or workmanship or the use of defective materials;
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe.
 - (d) Damage which originated prior to the inception of this policy.
 - (e) Damage resulting from:
 - (i) demolition construction structural alteration or repair of any property or;
 - (ii) groundworks or excavation at the Premises.

3. Limit of Liability

The liability of the Insurers under this Section B shall not exceed the Sum Insured by each item stated in the Schedule to Section B for the Period of Insurance or limit specified in any Extension under this Section.

4. Basis of Claims Settlement

- (i) **Trade Contents** - the cost of repair or replacement as new no deduction being made for wear and tear or depreciation other than for clothing.
- (ii) **Stock** - the cost price of the goods.
- (iii) **Household Goods** - the cost of repair or replacement as new no deduction being made for wear and tear or depreciation other than for clothing.
- (iv) Where for any reason a payment cannot be made in accordance with (i) (ii) and (iii) above, the liability of the Insurers will be arrived at as if this Basis of Claims Settlement had not been incorporated and shall be subject to the terms and Conditions of this Section including Condition 5 – Average.

Section B - Contents

5. Conditions

Average - if at the time of Damage the value of Property Insured by each item be collectively greater than the Sum Insured detailed in the Schedule then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the Damage accordingly.

6. Extensions

Cover under this Section is extended to include:

- (1) **Removal of Debris** - costs and expenses necessarily incurred in the removal of debris following Damage insured by this Section to the Property Insured provided the amount payable by the Insurers under this Extension shall not exceed £25,000.
- (2) **Locks and Keys** - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force or violence subject to a maximum of £1,000 any one claim.
- (3) **Architects Surveyors Legal and Other Fees** - costs of architects surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the Trade Contents following Damage insured by this Section provided the amount payable by the Insurers under this Extension shall not exceed £25,000. Fees for the preparation of any claim are not included.
- (4) **Public Authorities Costs** - costs incurred following Damage insured by this Section 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 the Insured before such Damage.
- (5) **Automatic Reinstatement** - in the absence of written notice by the Insured or by the Insurers to the contrary the Sum Insured reducing following Damage insured will be automatically reinstated as from the date of the occurrence the Insured undertaking to pay the appropriate additional premium.
- (6) **Seasonal Increase** - During the months of November and December and for 30 days prior to and during Easter Bank Holiday the Sum Insured on Stock is increased by 25%.
- (7) **Temporary Removal** - Trade Contents temporarily removed for cleaning renovation or repair within Buildings anywhere in the United Kingdom subject to the liability of the Insurers not exceeding 10% of the Sum Insured for Trade Contents.
- (8) **Sanitary Ware** - accidental breakage of sanitary fixtures and fittings for which the Insured is responsible.
- (9) **Fixed Glass Signs Blinds and Canopies** - accidental Damage to fixed glass signs blinds or canopies occurring at the Premises including:
 - (a) costs involved in necessary boarding up pending replacement of glass;
 - (b) any lettering ornamentation or alarm foil;

- (c) damage to contents of display windows showcases or counters.

Provided that the Insurers shall not indemnify the Insured for:

- (i) more than £1,000 any one claim under 9(a) 9(b) 9(c) above in the aggregate and £1,000 any one sign blind or canopy unless otherwise stated herein;
 - (ii) damage to frames or framework unless the glass therein is broken at the same time;
 - (iii) superficial cracks or chipping.
- (10) **Underground Services** - accidental physical Damage to underground pipes services and cables at the Premises for which the Insured is responsible provided the amount payable by the Insurers under this Extension shall not exceed £25,000.
- (11) **Goods in Transit** - Damage to Stock under Section B whilst in transit anywhere in the United Kingdom including:
- (a) damage arising from loading and unloading of vehicles;
 - (b) the costs of removal of debris and site clearance following Damage insured;
 - (c) 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 shall 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 shall not exceed £5,000 any one claim;
 - (vi) the Insurers shall not be liable for the first £100 of each and every claim.
- (12) **Loss of Metered Water** – the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage arising from any accidental cause up to an amount not exceeding £2,500 in respect of any one claim.
- (13) **Rent Payable** – the Insured's legal liability as tenant to pay rent for the period not exceeding two years during which the accommodation is untenable as a result of any Insured Event stated as operative in the Schedule up to a maximum of 25% of the Sum Insured by this Section.

Section B - Contents

(14) **Damage to Landscaped Gardens** – the cost of restoring any damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Premises as a result of any Insured Event stated as operative in the Schedule up to a maximum of £1,000 in any one Period of Insurance.

(15) **National Lottery Equipment** – Trade Contents is extended to include National Lottery equipment the property of Camelot or whichever company, corporation or entity is responsible for it at the time, for which the Insured is responsible and provided such property has been included in the Sum Insured by this item.

(16) **Theft Damage to Buildings** - Damage to the Buildings for which the Insured is responsible caused by theft or any attempt thereat provided that the Insurers shall not indemnify the Insured for more than 10% of the Trade Contents sum insured.

7. Exclusions (Applying to Insured Events (1) and (2) only)

The Insurers shall not indemnify the Insured for:

(1) the amount of the Excess specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Policy (including but not limited to Clause 5 of this Section) have been applied unless arising from Insured Event (1) Specified Perils (a) or (b) unless otherwise stated herein;

(2) costs and expenses arising from Damage caused by pollution or contamination except (unless otherwise excluded) Damage to the property insured caused by pollution or contamination resulting from Insured Event (1) Specified Perils (a) (b) (c) (d) or (f).

(3) Damage caused by:

- (a) frost;
- (b) wear, tear, gradual deterioration, depreciation, rust or corrosion inherent vice or defect vermin insect infestation extremes or changes in temperature or humidity wet or dry rot damp or mildew or seepage below ground level;
- (c) collapse cracking settling shrinkage or expansion of foundations walls floors ceilings or roofs;
- (d) subsidence heave or landslip of the site on which the insured property stands;
- (e) any testing or repairing cleaning restoration renovation servicing or maintenance operation;
- (f) shrinkage evaporation loss of weight cracking bruising scratching exposure to light or change in colour texture or flavour;
- (g) mechanical or electrical breakdown derangement of machinery or equipment overloading or faulty materials design or workmanship (other than Damage to property insured not forming part of the same machine or equipment) electrical or magnetic disturbance or erasure of electronic recordings;

(h) disappearance or shortage disclosed only at the time of inventory or stocktaking or not traceable to a specific event or misplacing or misfiling of information;

(i) acts of fraud or dishonesty on the part of the Insured any director partner or employee of the Insured or any person to whom property insured has been entrusted;

(j) theft or attempted theft not involving entry to or exit from the Premises by forcible and violent means;

(k) theft or attempted theft from Outbuildings;

(l) delay loss of market loss of use or consequential loss of any kind.

(4) Damage to:

(a) motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps;

(b) medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by the Insurers and stated on the Schedule as being insured by this Policy;

(c) cash registers caused directly by theft or attempted theft of money;

(d) paintings prints and works of art with an individual value exceeding £500 unless specified herein;

(e) electrical appliances or installation caused by self-ignition, short-circuiting, over-running or excessive pressure;

(f) television or radio aerial dishes, fittings or masts as a result of erection fitting dismantling repair or maintenance operations;

(g) Stock in any basement or cellar caused by water unless such Stock is raised at least 15 centimetres above the floor.

(5) Damage attributable solely to changes in the water table level.

(6) Damage caused by Specified Perils (c), (d), and (i) under Insured Event (1) if the Premises are empty or not in active use.

Section C - Business Interruption

1. Definitions

(For the purpose of this Section only)

1. **Net Revenue** - shall mean the money paid or payable to the Insured for goods sold and services rendered in the Business at the Premises less the cost of purchases relative thereto.
2. **Loss of Net Revenue** - shall mean 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 shall 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 thus adjusted shall 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.
3. **Increased Cost of Working** - shall mean the additional expenditure necessarily and reasonably 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.
4. **Savings** - shall mean such charges and expenses of the Business (normally payable out of Net Revenue) as may cease or be reduced during the Indemnity Period in consequence of the Damage.
5. **Indemnity Period** - shall mean the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period (shown in the Schedule) thereafter during which the results of the Business shall be affected in consequence of the Damage.

2. The Cover

The Insurers will indemnify the Insured for Loss of Net Revenue or Increased Cost of Working resulting from Damage by any of the Insured Events set out under Clause 2 of Section B and stated in the Schedule as being operative occurring at the Premises during the Period of Insurance to property used by the Insured for the purpose of the Business which causes interruption of or interference with the Insured's Business at the Premises.

Provided that:

- a) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property; or
- b) 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.

3. Limit of Liability

The Insurer's liability in any one Period of Insurance shall not exceed in the whole the Sum Insured by each item or any other stated limit of liability.

4. Basis of Claims Settlement

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

5. 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 shall be greater than the Sum Insured stated in the Schedule then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b) **VAT** - To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
- c) **Goods Sold Elsewhere** - if during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business the money paid or payable in respect of such sales or services shall be brought into account in determining the Loss of Net Revenue.
- d) **Liquidation** - This Section shall 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.

6. Extensions

Cover under this Section is extended to include:

1. Loss of Net Revenue or Increased Cost of Working directly as a result of:
 - a) **Denial of Access** - caused as a result of Damage insured by Insured Event (1) under Section B of this Policy to property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Premises or property of the Insured in the Premises 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** - in consequence of Damage to the premises of any public or private supply undertaking from whom the Insured obtains electricity gas or water by an event insured by Insured Event (1) under Section B of this Policy 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) in consequence of a fault in any part of the installation belonging to the Insured.
 - c) **Suppliers** - Damage to the Insured's supplier's premises by an event insured under Insured Event (1) under Section B of this Policy situated within Great Britain or Northern Ireland but excluding the premises of any public or private supply undertaking from whom the Insured obtains electricity gas or water.

The Insurers limit of liability under this Extension shall be 10% of the Sum Insured on Loss of Net Revenue.

Section C - Business Interruption

- d) **Closure** - of the Premises by the Authorities following:
- (i) an outbreak of any notifiable human infectious or contagious disease;
 - (ii) murder or suicide;
 - (iii) food poisoning or drink poisoning;
 - (iv) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water.

The Insurers liability under this extension shall 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 shall be affected in consequence of the Damage.

2. **Accountants Fees** - the reasonable fees payable by the Insured to their 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.
3. **Automatic Reinstatement** - in the absence of written notice by the Insured or the Insurers to the contrary the Sum Insured reducing following the loss will be automatically reinstated as from the date of the occurrence the Insured undertaking to pay the appropriate additional premium.
4. **Alternative Domestic Expenditure** – any reasonable additional expenditure incurred during the Indemnity Period for the provision of alternative domestic accommodation including incidental costs and expenses for the Insured, members of the Insured's family and any employees normally living at the Premises.

Section D - Liability

1. Definitions

(For the purpose of this Section only)

1. **Business** - shall extend to include:
 - a) the provision and management of canteens clubs sports athletic and social welfare organisations for the benefit of the Insured's Employees;
 - b) the ownership repair maintenance and decoration of the Insured's Premises and the provision and management of first aid fire and ambulance services;
 - c) private work carried out by any Employee of the Insured (with the consent of the Insured) for any director partner or official of the Insured.
2. **Employee** - shall mean:
 - a) any person under a contract of service or apprenticeship with the Insured;
 - b) any labour master or labour only subcontractor or person supplied or employed by them;
 - c) any self-employed person;
 - d) any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured;
 - e) any student or person undertaking work for the Insured under a work experience or similar scheme.while engaged in the course of the Business.
3. **Bodily Injury** - shall include:
 - a) death illness or disease;
 - b) wrongful arrest wrongful detention false imprisonment or malicious prosecution;
 - c) mental injury mental anguish or shock but not defamation.
4. **Property** - shall mean material property.
5. **Product Supplied** - shall mean any product or thing sold supplied erected repaired altered treated installed tested serviced or delivered by or through the Insured in the course of the Business in or from Great Britain Northern Ireland the Isle of Man or the Channel Islands.
6. **Territorial Limits** - shall mean:
 - a) Great Britain Northern Ireland the Isle of Man or the Channel Islands;
 - b) elsewhere in the world where directors partners or Employees of the Insured who are ordinarily resident in 6 a) above are on a temporary visit for the purpose of non-manual work on the Business of the Insured.Provided that the Insurers shall not be liable to indemnify the Insured in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation.
7. **Contractual Liability** - shall mean liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.
8. **Asbestos** - shall mean:
asbestos, asbestos fibres and any derivatives of asbestos.

2. The Cover

Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation in respect of an Event occurring within the Territorial Limits unless otherwise stated.

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.

3. Limit of Liability

1. Event 1 - Employers' Liability – The Limit of Indemnity stated in the Schedule in respect of Compensation costs and expenses.
2. 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.
3. Event 3 - Products Liability - The Limit of Indemnity stated in the Schedule in the aggregate during any one Period of Insurance.

4. Extensions

This Section is extended to include:

1. **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 the Insured in connection with the Business. Provided that the Insurers shall not be liable for the cost of remedying any defect or alleged defect in such premises.
2. **Leased or Rented Premises** - Exclusion 4. b) shall not apply to Damage to premises leased or rented to the Insured. Provided that the Insurers shall not indemnify the Insured against:
 - a) Contractual Liability;
 - b) the first £250 of Damage caused otherwise than by fire or explosion.
3. **Motor Contingent Liability** - notwithstanding Exclusion 2. c) the Insurers will indemnify the Insured 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 trailer attached thereto (not belonging to or provided by the Insured) being used in the course of the Business.

Provided that the Insurers shall 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 the Insured;

Section D - Liability

(iii) being driven with the general consent of the Insured or his representative by any person who to the knowledge of the Insured 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.

4. **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 the Insured;
- b) the solicitors fees incurred with the written consent of the Insurers for representation of the Insured at:
 - (i) any coroner's inquest or fatal accident inquiry;
 - (ii) proceedings in any Court arising out of any alleged breach of a statutory duty resulting in Bodily Injury or Damage to Property;
- c) all costs and expenses incurred with the written consent of the Insurers in respect of a claim against the Insured to which the indemnity expressed in this Policy applies.

5. **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 the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured;
- b) at the request of the Insured:
 - (i) any officer or member of the Insured's 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 of the Insured while acting in connection with the Business in respect of liability for which the Insured would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against the Insured.

Provided that:

- (a) any persons specified above shall 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 shall 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.

6. **Legal Defence** - irrespective of whether any person has sustained Bodily Injury the Insurers will at the request of the Insured also pay the costs and expenses incurred in defending any director manager partner or Employee of the Insured in the event of such a person being prosecuted for an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. The Insurers will also pay the costs incurred with their written consent in appealing against any judgment given.

Provided that:

- a) the offence was committed during the Period of Insurance;
- b) the indemnity granted hereunder does not:
 - (i) provide for the payment of fines or penalties;
 - (ii) apply to prosecutions which arise out of any activity or risk excluded from this Policy;
 - (iii) apply to prosecutions consequent upon any deliberate act or omission;
 - (iv) apply to prosecutions which relate to the health, safety or welfare of any Employee unless Event 1 is operative at the time when the offence was committed;
 - (v) apply to prosecutions which relate to the health, safety or welfare of any person not being an Employee unless Event 2 is operative at the time when the offence was committed;
- c) the director manager partner or Employee shall be subject to the terms Exclusions and conditions of this Policy so far as they can apply.

7. **Cross Liabilities** - the Insurers will indemnify each Insured to whom this Policy applies 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 shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Provided that the Insurers shall not indemnify the Insured against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Policy.

5. Conditions

- a) **Maximum Payments** - The Insurers may at any time at their sole discretion pay to the Insured the Limit of the Indemnity (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 the Insured can be settled and the Insurers shall not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment.

Section D - Liability

Provided that in the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurer's liability for costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

- b) **Contribution** - If at the time of any event to which Section D applies there is or but for the existence of this Policy there would be any other insurance covering the same liability the Insurers shall 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.
- c) **Disputes** - Any dispute concerning the interpretation of the terms of Section D shall be resolved in accordance with the jurisdiction of the territory in which this Policy is issued.
- d) **Limitation** - The Insurers shall not indemnify the Insured for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event exceeding £5,000,000. This limitation shall only apply in respect of any liability of whatsoever 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 d), "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 d), "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.

6. Exclusions

Exclusions applying to Event 2 only

The Insurers shall not indemnify the Insured against liability:

- 1. for Contractual Liability unless the sole conduct and control of claims is vested in the Insurers but the Insurers will not in any event indemnify the Insured 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 the Insured of any:
 - a) aircraft aerospace 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 shall 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 the Insured or any Employee other than food or drink for consumption on the Insured's Premises.
- 4. in respect of Damage to Property:
 - a) belonging to the Insured;
 - b) in the custody or under the control of the Insured or any Employee (other than property belonging to visitors directors partners or Employees of the insured).
- 5. the first £250 of Damage to Property other than for Damage to premises leased or rented by the Insured.

Exclusions applying to Event 3 only

The Insurers shall not indemnify the Insured against liability:

- 6. for Contractual Liability other than liability arising out of a condition or warranty of goods implied by law.
- 7. 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;
- 8. arising from any Product Supplied whilst in the possession of the Insured or any Employee in the course of his employment by the Insured;
- 9. arising from any Product Supplied which to the knowledge of the Insured 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;
- 10. arising from any action brought against the Insured in any country not being a member of the European Community where the Insured has a branch or a parent or subsidiary Insurers or is represented by a person or Insurers holding the Insured's power of attorney;
- 11. arising from any Product Supplied, which to the knowledge of the Insured is for use in or supply to the United States of America or Canada.

Exclusions applying to Events 2 and 3 only

The Insurers shall not indemnify the Insured in respect of:

- 12. Bodily Injury to any Employee arising out of and in the course of his employment by the Insured;
- 13. liability caused by or arising from advice design or specification provided by or on behalf of the Insured for a fee;

Section D - Liability

14. liability caused by or attributable to any treatment given by or on behalf of the Insured;
15. Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance;

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limits of Liability stated in the Schedule.

For the purpose of this clause 'Pollution or Contamination' is deemed to mean;

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
 - b) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.
16. Liability caused by or arising from
 - a) exposure to
 - b) inhalation of
 - c) fears of the consequence of exposure to or inhalation of
 - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, including any product containing Asbestos.

Exclusions applying to Events 1, 2 and 3

The Insurers shall not indemnify the Insured in respect of liability arising out of:

17. work undertaken or operations Offshore.

For the purposes of this Exclusion, "Offshore" shall mean from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation from a conveyance onto land upon return from such offshore rig or offshore platform.

Section E - Money

1. Definitions

(For the purpose of this Section only)

1. **Money** - shall mean cash bank and currency notes uncrossed cheques uncrossed money orders uncrossed postal orders current postage stamps national insurance stamps national savings stamps luncheon vouchers trading stamps bankers drafts VAT purchase invoices credit Insurers sales vouchers and gift tokens belonging to the Insured or for which the Insured is responsible in connection with the Business.
2. **Premises** - shall mean the Business Premises and shall not include the Insured's domestic living quarters.
3. **Business Hours** - shall mean the period during which the Premises are occupied in connection with the Business and during which the Insured or any of the Insured's employees entrusted with Money are on the Premises.
4. **Permanent Total Disablement** - shall mean disablement, caused other than by loss of limb or eye or speech or hearing which prevents the Insured person from engaging totally in his usual occupation for 52 consecutive weeks and is without expectation of recovery.
5. **Temporary Total Disablement** - shall mean temporary disablement which entirely prevents the insured person from engaging in his usual occupation.
6. **Insured Person** - means the Insured or any partner, director or employee of the Insured.

2. The Cover

The Insurers will indemnify the Insured in respect of loss of or damage to Money or any other property as insured by any Extension under this Section by any cause occurring at the Premises, in transit or at the private residences of any Insured Person anywhere within Great Britain Northern Ireland the Isle of Man and the Channel Islands during the Period of Insurance.

3. Limits of Liability

Limits of Liability	
1. In the Premises during Business Hours or in transit or bank night safe	As stated in the Schedule
2. In the Premises or private dwelling or domestic living quarters of the Insured or any authorised partner director or employee outside Business Hours contained in a securely locked safe or strongroom	
3. In the Premises outside Business Hours not contained in a securely locked safe	
4. In the custody or private dwelling or domestic living quarters of the Insured or any authorised partner director or employee of the Insured out of Business Hours	
5. In gaming amusement or vending machines	£300 any one event

4. Conditions

It is a condition precedent to liability that:

- a) The Insured shall keep a record of all Money Insured under this Section and such record shall be kept in a secure place other than in safes or strongrooms on the Premises or private dwelling or domestic living quarters of the Insured or safes of any authorised partner director or employee.
- b) Keys or specification of combination lock numbers of any safes or strongrooms containing Money shall be removed from the Premises containing such safes or strongrooms outside Business Hours.
- c) The Insured shall at all times exercise reasonable care in the selection and employment of employees involved with the handling and or transit of money and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers.
- d) The Insured shall secure and lock all safes and other money containers (excluding cash registers) whenever such containers are left unattended.

Section E - Money

5. Extensions

Cover under this Section is extended to include:

1. **Fidelity** - theft of Money arising from any act of fraud or dishonesty by any partner director or employee of the Insured provided that:
 - a) the theft is discovered by the Insured within seven days of an act of fraud or dishonesty having first been committed by such partner director or employee whether acting solely or in collusion;
 - b) the Insurers maximum liability under this Extension shall not exceed £2,500.
2. **Property Damage** - to:
 - a) cases bags belts or waistcoats;
 - b) clothing and personal effects of the Insured their partners directors or employees caused by robbery or attempted robbery up to £750 per person;
 - c) safes, strongrooms and cash registers (provided such cash registers are left open outside Business Hours) caused directly by theft or attempted theft of Money.
3. **Keys** - cost of replacement keys or lock mechanisms of safes or strongrooms with the consent of the Insurers following theft of keys by force or violence subject to a maximum of £1,000 anyone claim.
4. **Non-negotiable Money** - crossed cheques crossed money orders crossed postal orders crossed bankers drafts stamped national insurance cards national savings certificates premium bonds unexpired units in franking machines credit card sales vouchers and VAT purchase invoices up to a limit of £250,000 any one loss.
5. **Assault** - personal assault benefits in accordance with the Table of Benefits hereunder in the event of robbery or attempted robbery of the Insured or any partner director or employee in the course of their employment by the Insured which directly results in death or disablement.

Provided that:

- (i) no benefit shall be payable under Benefits a) to d) inclusive unless death or disablement occurs within 24 months of the injury;
- (ii) no benefit shall be payable to any person whose age is less than 16 or more than 65;
- (iii) benefits shall only be payable under one of the Table of Benefits a) to d) inclusive in respect of any one injury and such payment shall be the maximum amount payable per person in any one Period of Insurance;
- (iv) benefit e) shall cease immediately the Insured is entitled to claim Benefits a) b) c) or d);
- (v) the maximum period payable for Benefit e) shall be 104 weeks from the date on which the Insured partner director or employee attends a qualified medical practitioner;
- (vi) no benefit shall be payable under Benefits a) to e) inclusive as a result of committing suicide or attempting to commit suicide or intentional self inflicted injury; or sickness or disease not directly resulting from Bodily Injury.

6. Exclusions

The Insurers shall not indemnify the Insured for loss:

1. resulting from depreciation in value or dishonoured cheques or accounting or clerical errors;
2. of Money from unattended vehicles;
3. of Money during transit by unregistered post;
4. more specifically insured.

Table of Benefits

a)	Death -	As stated in the Schedule
b)	Total and irrecoverable loss of sight in one or both eyes -	
c)	Total loss of use of an entire hand, arm, foot or leg -	
d)	Permanent total disablement from usual occupation -	
e)	Temporary total disablement from usual occupation -	

Section F - Frozen Food

1. Definitions

Whenever the following words or phrases occur they shall have the meaning set out below for the purpose of this Section F.

Damage shall mean accidental physical loss or damage to the Property Insured by deterioration or putrefaction.

Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal or theft or attempted theft.

Property Insured shall mean stock of foodstuffs whilst in the cold chamber of any deep freeze belonging to the Insured or for which they are responsible.

Premises shall mean those premises specified in the Schedule or as otherwise specified in the endorsements to this Section.

2. The Cover

The Insurers shall indemnify the Insured for Damage caused by or arising from:

- (i) a rise or fall in temperature owing to a failure of the cold chamber or deep freeze to function properly;
- (ii) accidental escape or leakage of refrigerant or refrigerant fumes;
- (iii) accidental failure of the public or private supply of electricity.

3. Limit of Liability

The Sum Insured stated in the Schedule in respect of any one Period of Insurance.

4. Basis of Claims Settlement

Claims under this Section F will be settled either on the basis of an amount equal to the cost price of the Property Insured at the time of Damage or, at the Insurers option, its replacement.

5. Exclusions

1. The Insurers shall not indemnify the Insured for Damage caused by:
 - (a) the wilful act or neglect of the Insured, any partner, director or employee of the Insured or their families;
 - (b) the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply;

- (c) the failure of any cold chamber or deep freeze which is:
 - (i) over 10 years old;
 - (ii) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company;
 - (iii) powered by a motor in excess of 2 horse power.
 - (d) any Defined Peril;
 - (e) moth, vermin or insects;
 - (f) wear and tear, deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of Property Insured;
 - (g) the incorrect setting of thermostats or automatic controls.
2. loss of or damage to Property Insured which has passed the date set by the manufacturers for consumption;
 3. consequential loss of any kind or description;
 4. the amount of the Excess specified in the Schedule.

6. Conditions

(a) Automatic Reinstatement

In the absence of written notice by the Insurers to the contrary the amount of Sum Insured by this Section shall not be reduced by the amount of loss and in return the Insured undertakes to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date the Damage occurs.

(b) Average (Underinsurance)

- (i) Each of the amounts set out under Sums Insured in the Schedule to Section F in respect of this Section F is declared to be separately subject to Average.
- (ii) Whenever a Sum Insured is declared to be subject to Average if such amount shall at the commencement of any Damage be less than the value of the Property Insured then the Insured will be considered self insured for the difference and the amount payable by the Insurers in respect of such Damage shall be proportionately reduced.

Section G - Loss of Licence

1. Definitions

Insured means the person, persons or corporate body named as such (for the purposes of this Section G) in the Schedule to Section G and third parties whose interest is noted in the Schedule. Each of the parties comprising the Insured shall be considered as a separate legal entity and cover will operate as if a separate policy had been issued to each of the said parties subject to the Limit of Liability

Licence means licence granted to the Insured under the Licensing Act 1964 in respect of the sale of intoxicating liquor of all description and/or beer and/or wine and/or cider

2. The Cover

The Insurers will indemnify the Insured in the event of the licence granted for the retail of excisable liquors at the Premises being:

- a) forfeited under the provisions of legislation governing such licences; or
- b) refused renewal by appropriate licensing authority at the time of renewal

during the Period of Insurance from causes beyond the control of the Insured.

3. Limit of Liability

The Sum Insured stated in the Schedule in respect of any one Period of Insurance.

4. Basis of Claims Settlement

Claims under Section G will be settled on the basis of an amount equal to the depreciation in value of the interest of the Insured in the Premises.

5. Conditions

- a) The Insured must give notice in writing immediately the Insured becomes aware of any:
 - i) change in tenancy or management of the Premises;
 - ii) transfer or proposed transfer of the licence;
 - iii) complaint against the Premises or the control of the Premises;
 - iv) proceedings against or conviction of the Insured their manager or occupier of the Premises for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty moral standing or sobriety;
 - v) objection to renewal or other circumstances which might endanger the renewal of the licence;
 - vi) alteration in the purpose for which the Premises are used.
- b) In the event of a forfeiture or refusal of renewal of the licence the Insured must notify the Insurers immediately on becoming aware of such forfeiture or refusal of renewal and also state the grounds upon which forfeiture or refusal has been made.

6. Extensions

1. **Costs** - the Insurers will in addition to the indemnity granted by this Section pay for all costs (with their written consent) associated with any appeal against forfeiture or refusal to renew.

7. Exclusions

The Insurers shall not indemnify the Insured:

1. if the Insured is entitled to compensation under any Act of Parliament in respect of any refusal to renew the licence;
2. if the forfeiture or refusal to renew arises directly or indirectly from any town or country planning redevelopment or compulsory purchase or the surrender reduction or distribution of licences;
3. if there is any alteration in the law affecting the granting surrender or forfeiture of or refusal to renew any licence.

Section H - Book Debts

1. Definition

(For the purpose of this Section only)

Outstanding Debit Balances - shall mean the total last recorded by the Insured under the provision of Condition b) adjusted for:

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

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

2. The Cover

The Insurers will indemnify the Insured in respect of Outstanding Debit Balances resulting from Damage Insured under Section B of this Policy during the Period of Insurance.

3. Limit of Liability

The Sum Insured stated in the Schedule during any one Period of Insurance.

4. Basis of Claims Settlement

The amount payable in respect of any one occurrence shall be the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof plus the additional expenditure incurred with the written consent of the Insurers in tracing and establishing customers or members debit balances after the Damage.

5. Conditions

- a) **Average** - if at the time of Damage the Outstanding Debit Balances total is greater than the sum insured stated in the Schedule then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b) **Maintenance of Records** - The Insured shall at the end of each month record the total amount outstanding in customer's accounts and such records shall be kept in buildings elsewhere from the Premises.

6. Extensions

Cover under this Section is extended to include:

1. **Temporary Removal** - loss in respect of Outstanding Debit Balances caused by Damage to the Insured's books of account or other business records or documents whilst temporarily in buildings occupied by persons acting on behalf of the Insured or whilst in transit thereto and therefrom all within Great Britain Northern Ireland the Isle of Man or the Channel Islands.
2. **Automatic Reinstatement** - in the absence of written notice by the Insured or the Insurers to the contrary the sum insured reducing following the loss shall be reinstated to the full sum insured provided that the aggregate of the amounts reinstated during any one Period of Insurance shall not exceed the amount of the sum insured the Insured undertaking to pay the appropriate additional premium.

Part B - Signatures Policy

This Policy wording accompanies the Primary General Policy Wording with which it was issued, but is not part of said Policy wording.

It contains extensions in cover for Commercial Legal Protection, Key Person, and Equipment Breakdown. Each cover is underwritten by separate insurers detailed in each section of this document.

Important Notice

Applicable to all of the Signatures Covers:

Making a claim

To notify us of a new claim please follow the steps below:

1. Check the Policy and accompanying Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. In all cases please call our dedicated claims line (0844 209 0999) to initially notify us of your claim.

Details of the individual Insurer's Claims Offices are given within the respective sections of this document.

How to make a complaint

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the intermediary who arranged the Policy for you, or the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured, Policy number and departmental references.

Should the matter not be resolved to your satisfaction, please write to:

The Customer Service Manager
Primary General Insurance Limited
7th Floor Embassy House
60 Church Street
Birmingham
B3 2DJ

You are also entitled to refer your complaint direct to the Insurer(s) concerned for which details will be supplied on request, or to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>

Upgrading your cover

You can upgrade your Commercial Legal Protection and Key Person Covers at any stage in the Period of Insurance.

Cancellation rights

Cancellation of these covers is only possible in the event that the cover provided under the main Primary General Policy is also cancelled.

Commercial Legal Protection

Policy Information

(not forming part of the Policy)

The cover provided under this Policy is underwritten independently of the main Primary General Insurance Limited Policy to which this Commercial Legal Protection Policy is attached.

Commercial Legal Protection Policy

This Policy is underwritten by DAS Legal Expenses Insurance Company Limited under Contract Number TS5/4899565.

Details about the Regulator

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority. Their FSA register number is 202106. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

DAS Legal Expenses Insurance Company Limited's Head and Registered Office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.

Compensation Arrangements

DAS is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS at: <http://www.fscs.org.uk>

To make sure that you get the most from your DAS cover, please take time to read this Policy which explains the contract between us.

Please take extra care in following the procedures under Employment Compensation Awards cover (Insured Incident 1(b)).

If you have any questions or would like more information, please contact your insurance adviser.

It will help if you keep the following points in mind:

How we can help

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

Always report your claim to us as soon as possible. We can send you a claim form to help you do this. We normally deal with claims through our Claims Department but sometimes we use appointed lawyers.

To claim under this Policy, please phone us on 0844 209 0999 or alternatively you can send your claims details to The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH (Tel: 0117 934 2000).

If you need help from us:

You can phone us any time on 0117 933 0670 for advice on any commercial legal or tax problem affecting your business.

When we cannot help you

Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

Commercial Legal Protection

THIS IS YOUR COMMERCIAL LEGAL PROTECTION POLICY

This Policy, the Primary General Insurance Limited Policy Schedule (herein called the Schedule) and any endorsement shall be considered as one document.

The Primary General Insurance Limited proposal or any information supplied by the Policyholder shall be incorporated in the contract.

This Policy will cover the Insured Person in respect of any Insured Incident arising in connection with the business shown in the Schedule if the premium has been paid.

We agree to provide the insurance in this Policy as long as:

- a. the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- b. any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit; and
- c. in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which We have agreed to) or make a successful defence.

For all Insured Incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want Us to appeal. Before We pay any Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used, We will pay the Costs and Expenses incurred for this.

We will pay Compensation Awards that We have agreed to.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the Limit of Indemnity in the Schedule.

THE MEANING OF WORDS IN THIS COMMERCIAL LEGAL PROTECTION POLICY

1. **We, Us, Our**
DAS Legal Expenses Insurance Company Limited.
2. **Policyholder**
As shown in the Schedule as the Insured.
3. **Insured Person**
The Policyholder, and the Policyholder's directors, partners, managers and employees.
4. **Representative**
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in accordance with the terms of this Policy.
5. **Period of Insurance**
The period shown in the Schedule for which We have agreed to cover the Insured Person.
6. **Full Enquiry**
An extensive examination by HM Revenue & Customs which considers all aspects of the Policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the Policyholder's self assessment and/or corporation tax return.

7. (a) **Aspect Enquiry**
An examination by HM Revenue & Customs which considers one or more specific aspects of the Policyholder's self assessment and/or corporation tax return.

(b) Tax Intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in the Policyholder's financial accounting records to highlight areas where errors have or may occur.

8. Date of Occurrence

For civil cases (other than under Insured Incident - 8 Tax Protection), the Date of Occurrence is when the cause of action first accrued.

For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

For licence or registration appeals, the Date of Occurrence is when the Policyholder first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Policyholder's licence, mandatory registration or British Standard Certificate of Registration.

For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Tax Intervention Enquiries, the Date of Occurrence is when HM Revenue & Customs first contact the Policyholder in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Policyholder.

9. Costs and Expenses

Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

Accountant's Costs

A reasonable amount in respect of all costs reasonably incurred by the Representative.

Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount We will pay is based on the following:

- * the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- * if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;

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- * if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

10. Territorial Limit

- For Insured Incidents 2 Legal Defence (excluding 2(4)), and 6 Bodily Injury
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- For all other Insured Incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

INSURED INCIDENTS WE WILL COVER

1. EMPLOYMENT

(a) Employment Disputes

We will defend the Policyholder's legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (2) in resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the Policyholder; or
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered:

- (1) Any employment dispute where the cause of action arises within the first 30 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this Policy if the Date of Occurrence was within the first 180 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (4) Any claim in respect of damages for personal injury or loss of or damage to property.
- (5) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(b) Compensation Awards

We will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of the Policyholder's statutory duties under employment legislation.

In respect of a claim We have accepted under Insured Incident 1(a).

Provided that

- (1) In cases relating to performance and/or conduct, the Policyholder has throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (c) sought and followed advice from Our legal advice service.
- (2) For an order of compensation following the Policyholder's breach of statutory duty under employment legislation the Policyholder has at all times sought and followed advice from Our legal advice service since the date when the Policyholder should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the Policyholder has sought and followed advice from Our Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by Us.
- (5) The total of the compensation awards payable by Us shall not exceed £1,000,000 in any one Period of Insurance.

What is not covered:

- (1) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered because the Policyholder has failed to provide relevant records to employees under the National Minimum Wage laws.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

(c) Service Occupancy

We will negotiate for the Policyholder's legal rights against an employee or ex-employee to recover possession of premises owned by, or for which the Policyholder is responsible.

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What is not covered

Any claim relating to defending the Policyholder's legal rights other than defending a counter-claim.

2. LEGAL DEFENCE

At the Policyholder's request

- (1) We will defend the Insured Person's legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence;
 - or
 - (b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; or
 - (c) if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- (2) We will defend the Policyholder's legal rights following civil action taken against the Policyholder for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) We will defend the Insured Person's (other than the Policyholder) legal rights if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion;
 - or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the Policyholder's employees.
- (4) We will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the Policyholder's business.
- (5) We will represent the Policyholder in appealing against the refusal of the Information Commissioner to register the Policyholder's application for registration.
- (6) We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the Territorial Limit shall be any place where the Act applies.
- (2) At the time of the Insured Incident, the Policyholder has registered with the Information Commissioner in respect of Insured Incident (1)(c).

What is not covered:

Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. CONTRACT DISPUTES

We will negotiate for the Policyholder's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Policyholder for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute must exceed £5,000.

What is not covered:

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this Policy if the Date of Occurrence is within the first 90 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (2) Any claim relating to the following:
 - a) the settlement payable under an insurance policy;
 - b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c) a loan, mortgage, pension or any other financial product and choses in action;
 - d) a motor vehicle owned by, or hired or leased to, the Policyholder other than agreements relating to the sale of motor vehicles where the Policyholder is engaged in the business of selling motor vehicles.
- (3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Policyholder.
- (4) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services;
 - or
 - the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to the Policyholder's own specification.
- (5) A dispute arising from a breach or alleged breach of professional duty by an Insured Person.
- (6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

4. PROPERTY PROTECTION

We will negotiate for the Policyholder's legal rights in any civil action relating to material property which is owned by, or the responsibility of the Policyholder, following:

- (1) any event which causes physical damage to such material property; or
- (2) any nuisance or trespass.

What is not covered:

Any claim relating to the following:

- (1) a contract entered into by the Policyholder;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by the Policyholder unless the goods are at such premises for the purpose of installations or use in work to be carried out by the Policyholder;
- (4) mining subsidence;

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- (5) defending the Policyholder's legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where the Policyholder is engaged in the business of selling motor vehicles.

5. TENANCY DISPUTES

We will negotiate for the Policyholder's legal rights in respect of a dispute between the Policyholder and the Policyholder's landlord relating to premises leased or rented by the Policyholder.

What is not covered:

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

6. BODILY INJURY

At the Policyholder's request, We will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered:

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
or
- (2) defending an Insured Person's or their family members' legal rights other than in defending a counter-claim;
or
- (3) a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

7. STATUTORY LICENCE PROTECTION

We will represent the Policyholder in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the Policyholder's licence, mandatory registration or British Standard Certificate of Registration.

What is not covered:

- (1) An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

8. TAX PROTECTION

- (a) Full or Aspect Enquiries
We will negotiate on behalf of the Policyholder in respect of a Full Enquiry and/or Aspect Enquiry and represent them in any subsequent appeal proceedings.
- (b) Tax Intervention Enquiries
We will negotiate on behalf of the Policyholder and represent them in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.
- (c) Employers' Compliance
We will negotiate on behalf of the Policyholder and represent them in any appeal proceedings in respect of a dispute concerning the Policyholder's compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

- (d) VAT Disputes
We will negotiate on behalf of the Policyholder and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) For all Insured Incidents, the Policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) We will not pay more than £2,000 for claims in respect of Aspect Enquiries or Tax Intervention Enquiries.

What is not covered:

- (1) In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim.
- (2) Any Insured Incident arising from a tax avoidance scheme.
- (3) Any Insured Incident caused by the failure of the Policyholder to register for Value Added Tax.
- (4) Any Insured Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

WHAT IS NOT COVERED BY THIS COMMERCIAL LEGAL PROTECTION POLICY

1. Any claim reported to Us more than 180 days after the date the Insured Person should have known about the Insured Incident.
2. Costs and Expenses incurred before the written acceptance of a claim by Us.
3. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1(b) Compensation Awards and 2 Legal Defence.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by the Policyholder.
6. Any Insured Incident deliberately or intentionally caused by an Insured Person.
7. A dispute with Us not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in the Policyholder unless such shareholding was acquired under a scheme open to all employees of the Policyholder or a substantial number of them of a certain minimum grade other than the directors or partners of the Policyholder.
9. Judicial review.

Commercial Legal Protection

10. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 11. Legal action an Insured Person takes which We or the Representative have not agreed to or where the Insured Person does anything that hinders Us or the Representative.
 12. When either at the commencement of or during the course of a claim, the Policyholder is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
 13. Apart from Us, the Insured Person is the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy in relation to any third-party rights or interest.
 14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- (e) We will have direct contact with the Representative.
 - (f) An Insured Person must co-operate fully with Us and with the Representative and must keep Us up-to-date with the progress of the claim.
 - (g) An Insured Person must give the Representative any instructions that We require.
3. (a) An Insured Person must tell Us if anyone offers to settle a claim and must not agree to any settlement without Our written consent.
(b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
(c) We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4. (a) If We ask, an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
(b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
 5. If a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Representative.
 6. If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to re-claim any Costs and Expenses paid by Us.
 7. If there is a disagreement about the way We handle a claim that is not resolved through Our internal complaints procedure, We and the Insured Person can choose a suitably qualified person to arbitrate.

We and the Insured Person must both agree to the choice of this person in writing. Failing this We will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

CONDITIONS WHICH APPLY TO THE WHOLE COMMERCIAL LEGAL PROTECTION POLICY

1. An Insured Person must:
 - (a) keep to the terms and conditions of this Policy;
 - (b) notify Us immediately of any alteration which may materially affect Our assessment of the risk;
 - (c) take reasonable steps to keep any amount We have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything We ask for, in writing;
 - (f) give Us full details of any claim as soon as possible and give Us any information We need.
2. (a) We can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
(b) We will choose the Representative to represent an Insured Person in any proceedings where We are liable to pay a compensation award. In any other case an Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if:
 - (i) We agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
 - (ii) there is a conflict of interest.
(c) Before an Insured Person chooses a lawyer or an accountant, We can appoint a Representative.
(d) A Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment. The Representative must co-operate fully with Us at all times.
3. (a) We may at Our discretion require the Policyholder to obtain an opinion from counsel at the Policyholder's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
8. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Policy did not exist.
10. This Policy will be governed by English law.
11. All Acts of Parliament within this section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Commercial Legal Protection

HELPLINE SERVICES

We provide these services 24 hours a day, 7 days a week during the Period of Insurance. To help Us check and improve Our service standards, We record all calls.

EUROLAW COMMERCIAL LEGAL ADVICE

We will give the Policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

We will give the Policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the Policyholder's business premises which causes damage or potential danger, We will contact a suitable repairer or contractor and arrange assistance on behalf of the Policyholder. All costs of assistance provided are the responsibility of the Policyholder.

To contact the above services, phone Us on 0117 933 0670.

COUNSELLING

We will provide all employees (including any members of their immediate family who permanently live with them) of the Policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone Us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone Us to report a general insurance claim.

EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit Our website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact Us at employmentmanual@das.co.uk with your email address, quoting your policy number and We will contact you by email to inform you of future updates to the information.

DAS BUSINESSLAW

The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help you run your business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and Policy Number TS5/4899565. When prompted to input your company name, please insert the prefix PGIL followed by the name of your business. If you experience any problems accessing this service, please email the problem to businesslaw@das.co.uk, quoting the above Policy Number. Please note that if you have a specific problem or dispute, you should always contact the legal advice helpline for assistance.

Key Person

Policy Information

(not forming part of the Policy)

The cover provided under this Policy is underwritten independently of the main Primary General Insurance Limited Policy to which this Key Person Policy is attached.

This insurance is provided and underwritten by Primary Insurance Company Limited who are only responsible for the Key Person protection up to the limits defined on the Schedule and are not responsible, or in any way liable, for any other insurance contained on the Schedule.

Details about our Regulator

Primary Insurance Company Limited is authorised and regulated by the Irish Financial Regulator.

Primary Insurance Company Limited registered office is 5 Lower Fitzwilliam Street, Dublin 2. Registered in Ireland, company number 340407.

Compensation Arrangements

Primary Insurance Company Limited are covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their financial obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs.

You can get more information about the compensation scheme arrangements from the FSCS at: <http://www.fscs.org.uk/> or by writing to The Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsooken Street, London E1 8BN

ABOUT YOUR KEY PERSON PROTECTION

This cover will provide a benefit to the Policyholder should the Owner, Senior Partner, Chief Executive Officer and/or Managing Director and/or major shareholder (first Insured Person) suffer Sickness or injury resulting in them being unable to perform their normal duties. The Policy coverage will reimburse the Policyholder for costs incurred associated with recruiting a temporary replacement for this Insured Person. The limits of Coverage will be detailed on the Schedule. Three additional senior Directors/Managers can also be included within the Policy for an appropriate additional premium. Any additional persons or additional limits of coverage will be detailed on the Schedule; you should read the Policy and Schedule carefully to ensure that the Policy provides the level of cover you require.

Key Person

PART 1 - DEFINITIONS

THE FOLLOWING WORDS HAVE SPECIAL MEANINGS. THEY ARE IMPORTANT IN DESCRIBING THE POLICYHOLDER'S RIGHTS AND OUR RIGHTS UNDER THIS POLICY.

'Accident' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Policy Period. Accident shall also include:

- a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling; and
- b) disappearance during the Policy Period. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Claims Administrator that leads inevitably to the conclusion that the Insured Person has sustained Injury and that such Injury has caused the Insured Person's death, then We shall forthwith pay any death benefit, where applicable, under this Policy, provided that the Policyholder to whom such sum is paid shall sign an undertaking to refund such sum to Us if the Insured Person is subsequently found to be living.

'Accidental Death' means the death of an Insured Person caused by an Accident, such death must occur within twelve months following the date of the Accident.

'Additional Limits of Coverage': The Policyholder may purchase additional limits of coverage for the Insured Person as long as the Insured Person, at the time the additional limits are purchased:

- a) is not over the age of 65; and
- b) works at least 25 hours per week; and
- c) does not engage in manual labour as a normal duty of daily responsibility.

'Business Overhead Expenses' means the Policyholder's share of the usual and customary business expenses incurred by the Policyholder on a regular basis which are necessary to the Policyholder's established business operation and which are incurred after the Insured Person has satisfied the Waiting Period. Any Business Overhead Expenses which are payable at intervals greater than monthly shall be deemed to apply proportionately over the period that they cover. Business Overhead Expenses shall be limited to:

- a) Rent
- b) Utilities
- c) Telephone rental
- d) Employee Wages
- e) Leased equipment
- f) Rental equipment.

'Claims Administrator' means Primary Claims Limited whose registered office is 76 Shoe Lane, London, EC4A 3JB or such alternative claims administrator as We may approve.

'Covered Expenses' are those business expenses defined further in Part 2 which are actually incurred and paid by the Policyholder and are eligible for reimbursement up to the limits set forth in Part 2.

'Date of Issue' means the first Inception Date from when this cover was bought.

'Disability' or **'Disabled'** refers to continuing periods of Total Disability.

'Doctor' means any currently registered / licensed Medical General Practitioner or Consultant who is currently licensed or registered in the UK by the BMA or other appropriate medical body and who is practising in the United Kingdom; such Doctor cannot be a member of the immediate family of any Insured Person

'Doctor's Care' means the regular and personal care of a Doctor which, under prevailing medical standards, is appropriate for the condition causing the Disability. Such care must be:

1. consistent with the nature of the disabling condition; and
2. intended to return the Insured Person to gainful employment. We may waive this second requirement, based solely on our judgment, depending on the severity of the Insured Person's disabling condition and prospects of recovery.

We may require a written plan of care from the Insured Person's Doctor.

'Inception Date' means the date that the Policy becomes effective. It is the beginning of the Policy Period (or period of insurance as shown on the Schedule.)

'Injury' means accidental bodily injury sustained during the Policy Period.

'Insured Person'

The Insured Person is covered for the **Maximum Policy Benefit** unless the Policyholder purchases Additional Limits of Coverage in compliance with terms of this Policy.

The Insured Person is the highest-ranking executive official of the Policyholder. In the absence of an Insured Person Designation Form that has been accepted by Us, the Insured Person is defined as follows:

1. If the Policyholder is a corporation, the Insured Person shall be the individual occupying the following office:
 - a) Chief Executive Officer;
 - b) If the office of Chief Executive Officer does not exist, the Managing Director;
 - c) If the offices of Chief Executive Officer or Managing Director do not exist, then the person who is the largest holder of individually owned shares of the corporation and holds ongoing active (wage-earning) employment with the corporation.

In all such cases, the corporation will be required to show by pre-existing corporate records, such as corporate resolutions, board of directors minutes, or other appropriate authentic documentation, that such person held such office or had attained such a level of shareholdings (and active employment) prior to the advent of the Disability which provides the basis for the claim. If there is no such person who holds any of the positions described above, then the Policyholder may designate by name an employee of like standing in the corporation provided the same is submitted in writing and approved by Us prior to the advent of a Disability claim. Where no such designation by name is made and there are two (2) or more persons at the highest executive level, then the policy limits and benefits hereunder shall be reduced pro rata among such individuals.

2. If the Policyholder is a partnership: the Insured Person shall be the individual occupying the following office:
 - a) General Partner;
 - b) If no such office exists, or if the General Partner is not an individual person, then the Chief Executive of the partnership;

Key Person

- c) If the office of Chief Executive of the partnership does not exist, then the Managing Partner of the partnership;
- d) If the above described offices do not exist, then the individual person who owns the largest share of the partnership and holds ongoing active (wage-earning) employment with the partnership.

In all such cases, the Policyholder will be required to show, by pre-existing records, such as resolutions, partnership meeting minutes, or other appropriate authentic documentation that such person held such office or had attained such a level of partnership interest (and active employment) prior to the advent of the Disability which provides the basis for the claim. If there is no such person who holds any of the positions described above, then the Policyholder may designate by name an Insured Person of like standing in the partnership provided same is submitted in writing and approved by Us prior to the advent of a Disability claim. Where no such designation by name is made and there are two (2) or more persons at the highest executive level, then the Policy limits and benefits hereunder shall be reduced pro rata among such individuals.

- 3. If the Policyholder is an individual or sole proprietor: the Insured Person is that individual or sole proprietor.

We may agree to cover up to three additional employees of the Policyholder as additional Insured Persons in respect of any Policyholder at Our sole discretion. Such cover will be subject to prior submission by the Policyholder and agreement by Us of an Insured Person Designation Form in respect of each additional Insured Person. The Policyholder may add coverage at limits not exceeding those limits pertaining to the Policyholder for the Insured Persons, as long as each additional Insured Person, named in the Schedule as an "Additional Insured Person":

- a) is not over the age of 65 at the effective date; and
- b) works at least 25 hours per week; and
- c) does not engage in manual labour as a normal duty of daily responsibility.

'Maximum Benefit Period' is the longest aggregate period of time for which We will pay benefits for all periods of Disability, including all concurrent and recurrent Disabilities. The Maximum Benefit Period is 12 months.

'Maximum Policy Benefit' is the most We will pay per person for Accidental Death and all periods of Disability combined, including all concurrent and recurrent Disabilities and for covered expenses in total. It is shown on the Schedule.

'Mental Disorder and/or Substance Abuse Disorder' shall mean any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (ICD - 10 or any replacement to such manual nominated by the Royal College of Psychiatrists), whether psychotic, emotional, behavioural or related to drug abuse, and dependency.

'Monthly Benefit' shall mean 1/12th, per month, of the Maximum Policy Benefit.

'Permanent Total Disability' means that the Insured Person has suffered continuous Total Disability for the duration of the twelve month Permanent Total Disablement Waiting Period and will be wholly prevented for the remainder of his or her life from performing the normal duties pertaining to his or her occupation.

'Permanent Total Disablement Waiting Period' means the period of twelve months beyond the initial Waiting Period of 60 days and during which the Insured Person must be continuously Totally Disabled before any claim for Permanent Total Disability will be considered.

'Policy' means the legal contract between the Policyholder and Us. The Policy consists of this Key Person Protection Policy document, the Schedule and any riders, amendments, or endorsements that make up the entire Policy between the Policyholder and Us.

'Policyholder' means the business entity, shown on Schedule as the Insured. If there is a dispute of legal control of the Policyholder, the Policyholder will be determined by Us using applicable commercial law.

'Policy Period' means the period of time for which this Policy is issued. The Policy Period is shown on the Schedule as the Period of Insurance.

'Regular Occupation' means the occupation or occupations in which the Insured Person is regularly engaged at the time he or she becomes Disabled.

'Schedule' means the Primary General Insurance Limited Policy Schedule including the Key Person Section.

'Sickness' means the physical sickness or disease which first manifests itself during the Policy Period. It does not include Total Disability due to normal pregnancy, childbirth, miscarriage or abortion, or due to complications of pregnancy, childbirth, miscarriage or abortion. It does not include a Mental Disorder and/or Substance Abuse Disorder.

'Total Disability' or **'Totally Disabled'** means that, because of Accident, Injury or Sickness, the Insured Person:

1. is not able to perform the normal duties of his or her Regular Occupation; and
2. is receiving appropriate medical care, under the care of a Doctor. We will waive this requirement if We receive written proof acceptable to Us that the Total Disability is reasonably expected to continue without interruption until the Insured Person dies.

In no event will the loss of a professional or occupational license, in itself, constitute disability.

'Waiting Period' means the length of time the Insured Person must be Totally Disabled before the benefits of the Policy will be paid. The Waiting Period is 60 days.

'We', 'Us', and 'Our' refer to Primary Insurance Company Limited. Our registered address and business office is located at 5 Lower Fitzwilliam Street, Dublin 2, Ireland.

Key Person

PART 2 - BENEFIT PROVISIONS

Total Disability Benefit

If the Insured Person becomes Totally Disabled as a result of Injury or Sickness, We will reimburse the Policyholder for the Covered Expenses defined below. After calculating the benefits the Monthly Benefit will be paid for each month the Insured Person remains Totally Disabled, but not beyond the Maximum Benefit Period detailed above. The most We will reimburse the Policyholder for all periods of Total Disability is the Maximum Policy Benefit shown on the Schedule.

We will reimburse the Policyholder by paying the benefits of the Policy when the Waiting Period has expired. Except as otherwise provided in this Part 2, We will reimburse Covered Expenses incurred during the Waiting Period. Benefits will continue while the Insured Person remains Totally Disabled and if proof of continued Disability is given to Us.

Covered Expenses

We will reimburse the Policyholder for the actual costs for the Covered Expenses listed below incurred to find, hire and pay a person to replace the Insured Person and to perform the duties of the Insured Person at the percentages shown below. The Policyholder may decide to replace the Insured Person with a person who is one of the Policyholder's staff members. If so, Covered Expenses will apply to the costs of replacing that staff member.

We will not reimburse the Policyholder for any expense of any person contracted or hired to replace the Insured Person if such person is related to the Insured Person by blood, marriage or adoption. To be reimbursed:

1. the Covered Expense must be generally accepted as a tax deductible business expense; and
2. the Policyholder must submit proof that the Covered Expense was both incurred and paid by the Policyholder.

Covered Expenses reimbursed by the Policy are limited to the following:

1. 100% of fees paid pursuant to a written agreement with an executive recruiter or a search firm retained to locate a person to replace the Insured Person, provided the agreement between the Policyholder and the executive recruiter or search firm:
 - a) is on a contingent basis;
 - b) conforms to employment industry standards; and
 - c) is subject to prior written approval by Us.

The selection of the executive recruiter or search firm will be at the sole discretion of the Policyholder.

2. 100% of reasonable legal fees to negotiate and finalize an employment contract with the person hired to replace the Insured Person. Such fees are subject to prior written approval by Us.
3. After the Waiting Period, the percentage of the gross salary that has been paid to the person contracted or hired to replace the Insured Person as follows:
 - a) 90% for the period during which the Insured Person is Totally Disabled and
 - b). 85% for the period, if any, after the Insured Person ceases to be Totally Disabled;

Subject to the Maximum Benefit Period and Maximum Policy Benefit.

In the event that the Policyholder elects to contract or hire a person to replace the Insured Person then the Policyholder shall be entitled to reimbursement in respect of the contract or hire of a person for a period or periods equal to a minimum aggregate period of six months under subparagraphs 3.a and 3.b above combined.

Salary for the purpose of this paragraph does not include bonus, overtime or other special compensation. It does include all income and employee and employer National Insurance Contributions, and applicable employee benefit costs as agreed to by the Policyholder and Us. In no event will the amount We reimburse each month be more than the Monthly Benefit. Any benefit payable hereunder for a period of less than a full month will be determined on a pro rata basis and will be payable at the daily rate of 1/30th of the Monthly Benefit.

4. 100% of actual advertising charges incurred by the Policyholder to find a replacement person. We will not reimburse the Policyholder if an executive recruiter or a search firm makes a separate charge for these expenses.
5. 100% of travel, food and lodging costs incurred by persons who interview to replace the Insured Person. In no event will the amount We reimburse for travel, food and lodging be more than £5,000 in the aggregate.
6. 100% of moving expenses of the person hired to replace the Insured Person, if the move is deemed necessary by Us and such expenses can be included on the replacement individual's income tax return. In no event will the amount we reimburse be more than £5,000.
7. The Policyholder is permitted to use a portion of the Monthly Benefit to obtain reimbursement for Business Overhead Expenses incurred after the expiration of the Waiting Period and prior to a replacement commencing his or her duties. The amount recoverable for Business Overhead Expenses per month shall not exceed 15% of the Monthly Benefit amount or £4,500, whichever is the lesser, and shall be payable for a maximum period of 12 months in all.

All benefits payable under provision 7 above shall be paid monthly and will reduce the amount of the Maximum Policy Benefit that remains available to pay any other form of benefit under this Policy.

Permanent Total Disability Benefit

If an Insured Person suffers Permanent Total Disability as a result of Injury or Sickness, We will pay a lump sum benefit as set forth herein. To be eligible, the Insured Person must satisfy the Permanent Total Disablement Waiting Period. The Permanent Total Disability Benefit shall be equal to fifty percent (50%) of the unused portion (if any) of the Maximum Policy Benefit that remains under this Policy at the time of the expiration of the Permanent Total Disablement Waiting Period.

Accidental Death

We will pay the Policyholder the lump sum payment stated in the Schedule in the event of the Accidental Death of the Insured Person.

Key Person

End of Benefits

No benefits will be provided by the Policy after the Maximum Policy Benefit has been reached, or for all periods of Total Disability, after the Maximum Benefit Period has been reached other than the Permanent Total Disability Benefit if applicable.

If the Insured Person dies or no longer meets the definition of Total Disability, benefits will end, except as described in subparagraph 3(b) of this Part 2 above.

Benefits will also end on the earliest of:

1. the date the Insured Person is no longer employed by the Policyholder; or
2. the date there is a change in more than 50% of the ownership of the Policyholder; or
3. the date the Policyholder ceases active operation; or
4. the date the person hired to replace the Insured Person has ceased his or her employment with the Policyholder in such capacity prior to the Insured Person's recovery from Total Disability.

End of Coverage

Coverage under this Policy will end on the earliest of:

1. the last day of the period for which premium has been paid; or
2. the date the Insured Person is no longer employed by the Policyholder; or
3. the date there is a change in more than 50% of the ownership of the Policyholder; or
4. the date the Policyholder ceases active operation (except for Permanent Total Disablement benefit); or
5. the end of the Policy Period, provided the Policy is not renewed.

PART 3 - EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Total Disability which, directly or indirectly, is:

1. caused by an act or accident of war, whether declared or undeclared; or
2. caused by normal pregnancy, childbirth, miscarriage or abortion, or due to complications of pregnancy, childbirth, miscarriage or abortion; or
3. for any period for which the Insured Person is imprisoned; or
4. caused by an Injury which occurs while the Insured Person is committing a crime or attempting to commit a crime, or while the Insured Person is taking part in an illegal activity; or
5. caused by a Mental Disorder and/or a Substance Abuse Disorder; or
6. caused by the Insured Person's active participation in a riot, demonstration or any other act which offends the public order; or
7. caused by an intentionally self-inflicted Injury or attempted suicide; or
8. for a condition which We have excluded by name or specific description on the Schedule or by rider; or
9. caused by a Pre-Existing condition (see below).

Pre-Existing Condition Limitation

We will not pay benefits for Total Disability which is caused by a Pre-Existing Condition. A Pre-Existing Condition means a physical Injury or Sickness or other condition which caused the Insured Person, within 36 months prior to the Inception Date:

1. to seek diagnosis, advice, or to consult a Doctor;
2. to receive Doctor's care, medical care, treatment, services or supplies from a Doctor or other licensed or registered health care provider; or
3. to take legally prescribed drugs or medicine.

A Pre-Existing Condition also means a Injury or Sickness, or a physical condition for which, prior to the Inception Date, symptoms existed that would cause an ordinarily prudent person to seek medical attention.

Air Travel Limitation

We will not pay benefits if the Insured Person becomes Totally Disabled while operating, learning to operate or serving as a pilot or crew member of any aircraft. We will not pay benefits if the Insured Person is riding in an aircraft used for crop-dusting, seeding, skywriting, racing, exploration, or any purpose other than transportation.

Key Person

PART 4 - RECURRENT AND CONCURRENT DISABILITY

Recurrent Disability

If, after the end of Total Disability, the Insured Person becomes Totally Disabled again, the later period of Total Disability will be deemed a continuation of the prior period of Total Disability unless:

1. the Insured Person has returned to work full time at his or her occupation and performed all the primary duties of that occupation; and either
2. the later period of Total Disability begins more than 6 months after the end of the prior period of Total Disability; or
3. the new Total Disability is due to a different and unrelated cause,

in which case the later period of Total Disability will be considered a new period of Total Disability for determining a Waiting Period.

In no event will We reimburse the Policyholder for more than the Maximum Policy Benefit or for longer than the Maximum Benefit Period for all periods of Total Disability.

Concurrent Disability

If a Total Disability is caused by more than one Injury or Sickness, or from both, We will reimburse the Policyholder for only one Total Disability. We will not pay:

1. more than one benefit for any period of Total Disability; or
2. longer than the Maximum Benefit Period for any period of Total Disability; or
3. more than the Maximum Policy Benefit for any period of Total Disability.

PART 5 - CLAIMS

Time of Disability

To be eligible for payment under this Policy, all Total Disabilities must start while the Policy is in force.

Written Notice of Claim

Written notice of claim must be given to the Claims Administrator by the Policyholder within 30 days after the date Total Disability starts or disappearance is discovered. If this cannot reasonably be done, then notice of claim must be given as soon as is reasonably possible.

The written notice of claim will be sufficient if it identifies the Policyholder, the Insured Person and the Injury or Sickness and is sent to the Claims Administrator. If you wish to notify Us of a claim or require assistance in presenting your claim you can phone (0844 209 0999) or write to the Claims Administrator at (PO Box 4220, Manchester, M60 3DH).

Claim Forms

After the Claims Administrator receives the written notice of claim, they will send the Policyholder Our proof of Total Disability forms within 15 days. If they do not, the Policyholder will meet the written proof of Disability requirements if the Policyholder sends Us, within the time set forth below, a written statement of the nature and extent of the Total Disability.

Written Proof of Total Disability

Written proof of Total Disability must be sent to the Claims Administrator within 30 days after the end of the Waiting Period. If that is not reasonably possible, the claim will not be affected provided proof is furnished as soon as reasonably possible. The Policyholder must provide the Claims Administrator with written proof within six months of the date it was required.

We and/or the Claims Administrator can also periodically require proof from the Policyholder that the Total Disability is continuing. This proof must be given to Us and/or Our Claims Administrator as often as We and/or the Claims Administrator may reasonably request. Failure to cooperate in the claims process or provide such proof, including submission to a physical examination, may result in loss of benefits.

Physical Examinations

At Our expense, We can have a Doctor of Our choice examine the Insured Person as often as We may reasonably require while the Total Disability claim is pending or continuing. A representative of Ours and/or the Claims Administrator may also conduct a personal interview with the Insured Person as often as We deem it reasonably necessary.

Choice of Doctor

The Insured Person is free to choose any Doctor.

Time of Claims Payment

After We receive satisfactory written proof of Total Disability, and after the applicable Waiting Period, We will reimburse the Policyholder for any Covered Expenses, with the exception of those expenses in Part 2, Benefits Provisions, item number 3 which will be paid at the end of each month.

Payment of Claims

All benefits will be paid to the Policyholder.

Key Person

PART 6 - GENERAL PROVISIONS

Assignment

We will not be bound by an assignment of the Policy.

Loss Payee

At our discretion We may pay the benefits of this Policy to a third party as the Policyholder may direct.

Entire Contract

This Policy is the entire contract between the Policyholder and Us.

Incontestability

We will not be able to reduce or deny any claim for Total Disability which starts after two years from the Date of Issue because the Sickness or physical condition existed before the Inception Date. There is one exception. We will reduce or deny the claim if the Sickness or physical condition is specifically excluded from coverage when the loss occurs.

Law

This Policy shall be governed and construed in accordance with the laws of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

Legal Action

No person may bring legal action against Us earlier than 60 days from the date written proof of Total Disability is given to Us. No person may bring legal action more than 3 years from the date. Written proof of Total Disability is required by the Policy.

Additional Conditions

- A. This cover shall be void in the event of misrepresentation in any material circumstance
- B. All benefits under this Policy shall be forfeit in the event of a claim being submitted which is exaggerated or fraudulent
- C. Regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- D. This policy does not cover any loss directly or indirectly caused by or contributed to by or arising from:
 - 1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Equipment Breakdown

Policy Information

(not forming part of the Policy)

Cover under this Policy is underwritten by HSB Engineering Insurance Limited (under Contract Number HCZ129048) and for the purpose of this Policy they are deemed to be the Insurers.

The Equipment Breakdown section detailed below is a section forming part of the Primary General Insurance Limited Policy to which this document is attached.

Details about the Regulator

HSB Engineering Insurance Limited is authorised and regulated by the Financial Services Authority. Their FSA register number is 202738. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

HSB Engineering Insurance Limited Head and Registered Office is 33 Aldgate High Street, London EC3N 1EN. Registered in England and Wales, number 2396114.

How to Claim

To claim under this Policy, please phone Us on 0844 209 0999 or alternatively send Your claims details To HSB Engineering Insurance Limited, Cairo House, Greenacres Road, Waterhead, Oldham OL3 3JA. (T) 0161 621 5638, (F) 0161 621 5507 or (E) Claims@HSBEIL.com

Definitions

1. **Accident** means direct physical loss as follows:
 - (a) electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
 - (b) artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (c) Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Insured, or operated under the Insured's control;
 - (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment; or
 - (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment.
 - (f) operator error
 - (g) damage caused by materials being processedIf an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.
2. **Breakdown** means:
 - (a) The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work.
 - (b) Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative.
 - (c) The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
3. **Collapse** means :

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).
4. **Computer Equipment** means:

Equipment or Machinery that is electronic, computer or other data processing equipment, including media and peripherals used in conjunction with such equipment.

Equipment Breakdown

5. **Covered Equipment** means:
Equipment or Machinery built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:
- (a) Heating systems and hot water heaters;
 - (b) Air circulation, ventilation, air conditioning and non-process refrigeration systems;
 - (c) Electrical panels, emergency generators, and electrical distribution systems;
 - (d) Security, alarm and sound systems;
 - (e) Lifts and escalators;
 - (f) Office equipment including personal computers, telephone systems, fax machines, copiers and printers;
 - (g) Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers; or
 - (h) Forklift trucks at the Premises.

None of the following is Covered Equipment:

- (a) structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
- (b) insulating or refractory material;
- (c) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (e) vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment);
- (f) mobile plant and equipment (other than fork lift trucks used by the Insured at their premises) dragline, excavation or construction equipment;
- (g) equipment manufactured by the Insured for sale;
- (h) tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal;
- (i) unless otherwise specified in the Equipment Breakdown section of the Policy Schedule, any Specialised Electronic Equipment, other than Computer Equipment, used for research, medical diagnostic, treatment, experimental or other medical or scientific purposes.
- (j) domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters.
- (k) equipment owned by tenants of the Insured.

6. **Explosion** means:
The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.
7. **Media** means:
All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.
8. **Verified** means:
Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration
9. **Specialised Electronic Equipment** means:
Any electronic equipment, other than Computer Equipment, used for research, Medical diagnostic, treatment, experimental or other medical or scientific purposes.

The Cover

Subject to all of the provisions stated herein and in the Primary General Insurance Limited Policy (herein called the Policy) of which this Section is part, not in conflict herewith, the Insurers agree to provide insurance for Damage, as defined in the Material Damage or Office Contents or Contents and Business Interruption Sections of the Policy, occurring during the Period of Insurance caused by or resulting from an Accident to Covered Equipment. The Insurers indemnity under this Section is stated in the Material Damage, Business Interruption or Office Contents or Contents or Sections of the Policy Schedule as the Total Sum Insured, subject to a maximum liability of £5,000,000 any one Accident unless otherwise stated in the Equipment Breakdown section of the Policy Schedule.

Equipment Breakdown

Exclusions

The following exclusions are in addition to those in the Policy to which this Section is attached.

1. The Insurers will not be liable for loss or damage caused by or resulting from:
 - (a) a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;
 - (b) any defect, virus, loss of data (other than as specifically provided for under Extension 2) or other situation within media; or
 - (c) depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if loss or damage from an Accident results, the Insurers shall be liable for that resulting loss or damage.
 - (d) loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.
2. The Insurers will not be liable for loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.
3. With respect to Business Interruption, the Insurers will not be liable for delay in resuming operations due to the need to reconstruct or re-input data or programs on Media.
4. The first £250 (or the Policy excess detailed under the Material Damage or Contents Section of the main Primary General Policy, whichever is the higher) in respect of each and every loss.

Section Extensions

The following Extensions also apply to Damage caused by or resulting from an Accident to Covered Equipment. These Extensions do not provide additional amounts of insurance.

1. Hazardous Substances

The Insurers shall be liable for the additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.
Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.
Additional costs mean those beyond what would have been required had no hazardous substance been involved.
The Insurers shall not be liable for more than £10,000 in any one Period of Insurance for loss or damage under this Extension, including, if shown as covered, actual loss of Business Interruption sustained.

2. Computer Equipment, Reinstatement of Data and Increased Costs of Working

- A) The Insurers shall be liable for loss or damage caused by or resulting from an Accident to Computer Equipment.
- B) In addition the Insurers shall be liable for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment.
Provided that:
 - (a) liability is limited solely to the cost of reinstating data onto Media;
 - (b) the Insurers shall not be liable for any losses discovered later than six months after the loss was initiated;
 - (c) the liability of the Insurers shall not exceed £25,000 in respect of such costs;

- (d) the Insurers shall not be liable for loss of or damage to software;
 - (e) the Insurers shall not be liable under this Extension 2.B) for costs more specifically described under Extension 2.C)
- C) In addition the Insurers will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured. The total liability of the Insurers in any one Period of Insurance shall not exceed £25,000 in respect of such additional costs.

The Insurers shall not be liable for more than £100,000 in aggregate, in any one Period of Insurance for loss or damage under this Extension, including, if shown as covered, actual loss of Business Interruption sustained.

3. Business Interruption

Liability of the Insurers for loss as described under the Business Interruption section of the Policy that is caused by an Accident to Covered Equipment shall not exceed £30,000 in any one Period of Insurance.

4. Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a building that is covered under the Policy; and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings, or establishes zoning or land use requirements, the Insurers shall be liable for the following additional costs to comply with such ordinance or law:

- (a) the Insured's actual expenditures for the cost to demolish and clear the site of undamaged parts.
- (b) the Insured's actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.
- (c) loss as described under the Business Interruption section of the Policy caused by loss covered in (a) or (b) above.

The Insurers shall not be liable for:

- (a) any fine;
- (b) any liability to a third party;
- (c) any increase in loss due to a hazardous substance (other than as specifically insured under additional Extension 1); or
- (d) increased construction costs until the building is actually repaired or replaced.

This Extension is within and does not increase the Limit of Indemnity shown in the Schedule.

5. Expediting Expenses

With respect to damaged covered property, the Insurers shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement. The Insurers shall not be liable for more than £20,000 in any one Period of Insurance for loss or damage under this Extension.

6. Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident the Insurers will also indemnify the Insured against the cost of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged. The Insurers shall not be liable for more than £5,000 in any one Period of Insurance under this Extension.

Equipment Breakdown

7. Loss of Contents

The insurance under this Section extends to include loss of the contents of oil storage tanks belonging to the Insured or for which the Insured is responsible at the Premises by

- a) leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident;
- b) contamination of the contents of the oil storage tanks caused by or resulting from an Accident; including cleaning costs incurred as a result of such loss.

This Extension excludes

- 1) loss caused by fire howsoever the fire may have been caused;
- 2) loss resulting from corrosion erosion or wasting;
- 3) contamination of the contents resulting from:
 - a) the natural settling separation or accumulation of fluids or materials constituting the normal contents;
 - b) the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes;
- 4) loss sustained whilst oil storage tanks are in transit between premises;
- 5) costs or expenses arising from pollution or contamination of property not covered by this Extension.

The Insurers shall not be liable for more than £5,000 under this Extension in respect of any one Period of Insurance.

8. Loss Avoidance Measures

Reasonable costs necessarily incurred by the Insured to take exceptional measures to prevent or mitigate impending damage to Covered Equipment as a result of an Accident provided that:

- a) Damage would be reasonably be expected if such measures were not implemented;
- b) the Insurers are satisfied that Damage, Business Interruption has been avoided or mitigated by means of the exceptional measures;
- c) the amount payable will be limited to the cost of Damage which would have otherwise occurred;
- d) the terms conditions and exclusions of this Section and the Policy apply as if Damage has occurred;
- e) if Damage had occurred it would have resulted in a claim that would have been accepted by the Insurers under this Section of the Policy;

The Insurers shall not be liable for more than £5,000 in any one Period of Insurance.

9. Damage to Own Surrounding Property

The Insurers shall be liable for Damage to property belonging to or in the custody and control of the Insured and for which the Insured is responsible directly resulting from Explosion or Collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel.

Subject to a maximum liability of £1,000,000 for any one Accident.

Additional Conditions

1. Precautions

The Insured shall exercise due diligence in:

- (a) complying with any statute or order;
- (b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage.

2. Back Up Records

Notwithstanding anything contained to the contrary in the Policy, the Insured shall maintain a minimum of two generations of verified back-up computer records taken at intervals no less frequently than 48 hours, one copy as a minimum being held off site, and take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

Useful Contact Information

Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number

0844 209 0999

Your Views

As part of our 'Putting You First' philosophy we are always looking at ways to improve our products and services and your views on these are extremely important to us. If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

Other Primary General Policies

In order to find out about other products and services available from Primary General please speak to your broker or visit www.primarygeneral.co.uk

Additional Benefits to Your Policy

Supplementary to the covers available on this Policy we also provide additional services including:

Employment and Health & Safety Support Services

Online support and telephone advice lines are available to guide you through any issues you may have on Employment (HR) and Health & Safety. To benefit from this added service to your Policy please register at www.primarygeneral.co.uk/employment+H&S within 4 weeks of commencement of your Primary General Policy. Alternatively please contact your broker for further details.

Premium Finance Facility

Why not ask your broker how to make use of our premium finance facility, which will enable you to spread your premium payment over 10 months.

Contact

Your local contact will be happy to answer any further questions you have on Primary General.

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Primary General Insurance Limited

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Primary General Insurance Limited is authorised and regulated by the Financial Services Authority



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PUTTING YOU FIRST