

Retail Insurance Policy



Welcome

UK General are niche commercial and personal lines insurance experts providing specialist underwriting, distribution and fulfilment services.

UK General was formed in 2009 following the merger of PBS Holdings Ltd and Longhawk Insurance Group. We now provide a unique, hybrid organisation with the ability to move between or combine our business models enabling maximum flexibility in meeting the requirements of both our trading partners and customers.

We have a proven reputation as developers of bespoke personal and commercial lines niche insurance products coupled with a unique combination of expertise, people, systems and access to underwriting capacity. This means we can create and deliver a wide range of carefully tailored general insurance products to the UK's intermediary and affinity marketplace.

UK General's operating style is to develop products according to our client requirements, ensuring bespoke product design is tailored to market and customer segment. Our group provides insurance solutions for a range of product categories including Commercial, Property, Financial & Specialist Risk, Travel and Agricultural.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your small to medium sized businesses, while also reducing your businesses exposure to risk through providing effective risk management assistance and advice.

We work in partnership with an exclusive agency base of

professional brokers which we regard as individuals, involving them in the decision-making process. By working hard to support our broker's business objectives we ensure our policyholders get the level of cover and service that suits their requirements.

From our centralised underwriting services teams in Leeds, Belfast and Glasgow we provide our trading partners with easy access to underwriters for quick and efficient quotations and policy inception. Building and maintaining strong relationships at a local level is core to our business proposition and our regional Business Development Managers are spread across the UK to provide a more local presence for our intermediaries.

If you would like to find out more about UK General please visit our website:

www.ukgeneral.com

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:

Claims Line: 0844 209 0999

Open: Mon to Fri: 9am to 5pm

Retail Package Insurance Policy including Signatures Covers

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Retail Package Insurance Policy

Canceling Your Policy

Although the 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 giving notice in writing (including by email) and the Insurers will then cancel Your Policy with effect from the date upon which notice is dispatched to UK General. That date will be the Cancellation Date. If considered appropriate the Insurers reserve the right to request the return of all the policy documentation.

If the Cancellation Date is within 14 days of the start of the Period of Insurance the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance less any policy fees already incurred.

If it is later and there have been no claims made during the current Period of Insurance, the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance (subject to a minimum premium of £100) less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation after the first 14 days the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims, occurring during the Period of Insurance, have been made or notified and/or paid under the Policy. If there is such a claim the 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 Period of Insurance and the Insurers will not make any refund of premium or of any policy fees.

Insurers' Rights to Cancel Your Policy

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

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

Cancellation for other reasons

The Insurers may cancel this Policy at any other time by sending 14 days notice of cancellation, giving details of the reason for cancellation, in writing to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

In the event of such a cancellation You shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired Period of Insurance.

Details about the regulator and Insurers

UK General Insurance Ltd is authorised and regulated by the Financial Services Authority. Our FSA register number is 310101. 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.

Ageas 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

UK General Insurance Ltd and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/> or You may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsofen Street, London E1 8BN. Their telephone number is 0207 8927300.

Complaints Procedure

(Not forming part of this Policy)

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint about the way Your Policy was sold to You, You should, in the first instance, contact the intermediary who arranged the Policy for You. If You have a complaint about a claim, call Your claims handler first. You will find the claims handler's name and phone number on any letters they have sent You.

Should the matter not be resolved to Your satisfaction, please contact:

The Customer Relations Department
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

Please quote the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You then cannot settle Your complaint with UK General You may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at: <http://www.financial-ombudsman.org.uk/>

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after UK General have given You written confirmation that You have been through the Complaints Procedure and Your business has a turnover of less than EUR 2 million and fewer than 10 employees. You can contact the Ombudsman at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183, Marsh Wall
London E1 4SR
Phone 0845 080 1800 Fax 0207 964 1001

Your legal rights will not be affected by following the Complaints Procedure or by contacting the FOS.

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 Act 1998

Please read this notice carefully as it contains information about UK General's and Ageas Insurance Limited's use of personal information.

All personal information about You will be treated as private and confidential (even when You are no longer a customer), except as stated below.

By taking out this Policy, You are confirming that UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies may use Your personal information for the purposes explained below.

UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies may use any information held about You, any director, partner or Employee of the Business:

- to manage the Insurance Policy, including handling, underwriting, claims, issuing renewal documents and providing renewal information to your agent
- to carry out research and analysis.

They may share personal information with other insurers, regulatory authorities or agents providing services on their behalf.

UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies will only release personal information to others if:

- (a) it is necessary to manage the Policy
- (b) it is necessary to prevent fraud
- (c) required or permitted to do this by law (for example, if a legitimate request is received from the police or another authority)

- (d) there are any other circumstances where they have received Your permission to do so.

If UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies need to change the way personal information is to be used, the Insured will be notified. If the change is not acceptable You must notify them as soon as possible.

Sharing information to prevent fraud

The information held may be shared with operators of registers used by the insurance industry to check information that is given to UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies and prevent fraudulent claims. Information relating to the Insurance Policy and any incident (such as an accident or theft) may be passed to these registers.

Dealing with others on Your behalf

To help manage the Insurance Policy, subject to passing security questions, UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies will deal with You, any director, partner or Employee employed in the Business or any other person whom they reasonably believe to be acting for or on Your behalf in connection with the Policy.

Sensitive information

Some of the personal information that has been requested is known as sensitive personal data. This will include information relating to health, race, religion and criminal convictions relevant to the insurance provided. This information will only be used to manage the Policy and to provide the services set out in the Policy documents.

Monitoring and recording

Telephone calls may be monitored and recorded to monitor and improve service and to prevent or detect fraud. CCTV recording equipment may also be used in and around the premises of UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies

Interested parties

You should ensure that anyone else whose name has been supplied to UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies in connection with this Insurance Policy is shown this notice (Data Protection Act) as it will apply to them too.

Further information

You are entitled to receive a copy of the information held by UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies. The Insured should contact the Data Controller of UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ, giving their name, address and insurance Policy number. UK General is entitled to charge an administrative fee for this.

Disclosure

Your insurance is based upon the information provided to UK General 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

As stated in the Period of Insurance

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 and/or Statement of Fact 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 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 UK General by Ageas Insurance Limited (hereinafter referred to as 'the Insurers') and in consideration of the appropriate premium having been paid, the said Insurer (their Executors and Administrators) are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

All Sections

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

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.

4. Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to the contract will be in English.



Karen Beales
Technical Director
UK General
Registered Office
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ

UK General Insurance Ltd. Registered in England (Company No. 4506493).

For and on behalf of the Insurer

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 means the Insured's Business specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

- a. The ownership, maintenance and repair of premises used in connection therewith
- b. The execution of private duties by Employees for any partner, director or senior official of the Insured.
- c. The provision and management of canteens clubs sports athletic and social welfare organizations for the benefit of the Insured's Employees.

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 / You / Your 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), 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.

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

Unoccupied means any Building or part thereof that is not occupied, tenanted or in active use.

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

(a) loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) legal liability of whatsoever nature

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

i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof

iii) any weapon or device -

dispensing radioactive material and/or ionising radiation or

employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The Exclusion in this sub-clause (iv) does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the Premises and are being prepared, stored or used in the normal course of operations by the Insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

2. War and Similar Risks

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or Damage, consequential loss and legal liability directly or indirectly caused or occasioned by, happening through or in consequences of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to popular rising, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or municipal, local or custom's authority.

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, consequential loss and legal liability 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. Terrorism

The Insurers will not provide indemnity under this Policy for Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Terrorism except for accidental Injury sustained by any Employee of the Insured during the Period of Insurance and arising out of and in the course of their employment by the Insured in the Business described in the Schedule and occasioned by or happening through or in

consequence directly or indirectly of Terrorism up to a maximum of £5,000,000 for Compensation and claimant's costs and expenses in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause (inclusive of legal costs and solicitors fees) for which the Insured is legally liable.

In any action, suit or other proceedings, where the Insurer alleges that by reason of the provisions of this Exclusion any loss, Damage or legal liability is not covered by this Policy, the burden of proving that such loss, Damage or legal liability is covered shall be upon the Insured.

5. Data 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

(ii) other equipment or system for processing, storing or retrieving Data

(iii) computer software

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

-recognise correctly any date as its true calendar date

-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

-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 to the extent insured and which is not otherwise excluded in any Section.

(b) For the purpose of this General Policy Exclusion Defined Peril means fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, storm, storm or flood, earthquake or impact by any vehicle

(c) For the purpose of this General Policy Exclusion Data means all information which is

a) electronically stored, or

b) electronically represented, or

c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records programmes, software or firmware, code or series of instructions.

6. Northern Ireland

The Insurers shall not provide indemnity in respect of Damage to any Property in Northern Ireland or Damage resulting from, caused by, happening through or in consequence of

(i) civil commotion

(ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

General Policy Exclusions

7 . Electronic Risks Exclusion

The Insurers shall not provide indemnity under this Policy in respect of any claim (other than in respect of Bodily Injury as covered under the Event 2 and 3 in section D) arising directly or indirectly from, or in connection with, or consisting of -

- (a) Loss of Data.

However, the Insurers will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the Policy and only to the same extent that such claim is insured under that Section -

- (i) Buildings
- (ii) Contents
- (iii) Business Interruption
- (b) any loss, destruction or Damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, the Insurers will not exclude any claim in respect of any subsequent physical loss or destruction of, or Damage to property other than Computer and Electronic Equipment and Data Storage Materials which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the Policy and only to the same extent that such subsequent physical loss or destruction of or Damage to property is insured under that Section.

- (i) Buildings
- (ii) Contents
- (iii) Business Interruption

Exclusions 7(a) and 7(b) do not apply to the following Sections, when insured by the Policy -

- Terrorism
- Employers' Liability

SPECIAL PROVISION

For the purposes of this Exclusion –

Cyber Vandal means the person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data means all information which is -

- (a) electronically stored, or
- (b) electronically represented, or
- (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.

Denial of Service Attack means any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Failure means any partial or complete reduction in the -

- (a) performance, or
- (b) availability, or
- (c) functionality, or
- (d) the ability to recognise or process any date or time, of any
 - (i) Computer and Electronic Equipment
 - (ii) electronic means of communication
 - (iii) web site.

Loss of Data means physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency means -

- (a) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (b) malicious persons other than thieves and Cyber Vandals.

Specified Contingency means the following Specified Perils

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 and leakage of fuel from any fixed oil or heating installation.

Virus or Similar Mechanism means program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to Trojan Horses, Worms and Logic Bombs.

Computer and Electronic Equipment means all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data Storage Materials means any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

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. 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.

- 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Instalment Premiums

- (a) Where reference is made in this Policy to the payment of premium this includes the Insured having agreed to pay by instalments.
- (b) If UK General have agreed to accept payment of the first premium or any subsequent premium by instalment -
 - (i) this Policy remains a contract for the Period of Insurance stated in the Schedule
 - (ii) if any instalment of premium is not received by UK General on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7 days of UK General giving written notice of non-payment of an instalment, this Policy shall be cancelled immediately on expiry of such notice.

General Policy Conditions

- (c) Following such cancellations UK General 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 -
- (i) a claim has been made under the Policy for which the Insurers have made a payment
 - (ii) a claim has been made under the Policy which is still under consideration
 - (iii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to the Insurers

no refund of premiums shall be made and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively UK General may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

9. 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 and no claim under this Policy shall be payable unless all of the terms of this General Policy Condition have been complied with.

10. Misdescription

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

11. 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 UK 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Notice of Property becoming Unoccupied / occupied

Notice must be given to the Insurers as soon as reasonably practicable when any Building or part thereof becomes Unoccupied or when an Unoccupied Building or part thereof is again occupied. If the risk is accepted by the Insurers a suitable additional premium must be paid.

17. Survey Condition

1. If required by the Insurers, You must allow the Insurers access to the Premises, the Contract Sites and/or the Business to carry out survey(s) within 60 days of the inception or renewal date, unless the Insurers agree an extension of this period of time in writing. This date shall be called the Survey Deadline Date. Between inception or renewal date and the Survey Deadline Date the cover provided by this Insurance remains unaltered.

If the survey is not carried out by the Survey Deadline Date because of You not allowing the Insurers access to the Premises the Insurers have the right to –

- (a) cancel the contract by sending 14 days notice in writing in accordance with Policy Cancellation Condition
- (b) modify Your premium
- (c) issue a mid-term amendment to the Policy or Section Terms and Conditions
- (d) leave this Policy or Section Terms and Conditions, and the premium unaltered.

The Insurers will advise you of their decision within 30 days from the Survey Deadline Date.

General Policy Conditions

2. If the Survey requires Risk Improvements, identified as Requirements, the Insured must fully comply with the timescales stipulated in the Compliance Schedule.

In the event that any Risk Improvements, identified as Requirements, are not completed by the Compliance Date the Insurers have the option to -

- (a) cancel the contract by sending 14 days notice in writing in accordance with Policy Cancellation Condition
- (b) modify Your premium
- (c) issue a mid-term amendment to the Policy or Section Terms and Conditions
- (d) leave this Policy or Section Terms and Conditions, and the premium unaltered.

The Insurers will advise you of their decision within 30 days from the Compliance Date

During the timescale stipulated in the Compliance Schedule for the completion of the Risk Improvements, identified as Requirements, the cover provided by this Insurance remains unaltered.

3. If the Survey identifies additional risk that was not evident in Your Proposal (without prejudice to any rights which the Insurers have to avoid) the Insurers have the right to -
 - (a) cancel the contract by sending 14 days notice in writing in accordance with Policy Cancellation Condition
 - (b) modify Your premium
 - (c) issue a mid-term amendment to the Policy or Section Terms and Conditions.
4. It is a Condition precedent to liability that all Risk Improvements, identified as Requirements, and that are confirmed by You or on Your behalf either in writing or verbally, to the Insurers or their representative as having been completed must continue to be complied with during the Period of Insurance.

The above Conditions do not affect the Insurers' right to void this Policy if Insurers discover information material to their acceptance of the risk. Please refer to the General Policy Conditions Number 10.

To the extent that this Survey Condition conflicts with the Cancellation Condition, this Survey Condition shall prevail.

18. Subjectivity

This Policy, Schedule, Statement of Fact and/or Proposal made by the Insured, should be read together and form the Contract of Insurance between the Insured and the Insurers.

The Insurers will clearly state in the Schedule if the Cover provided by this Policy is subject to the Insured

- (i) providing the Insurers with any additional information requested by the required date(s)
- (ii) completing any actions agreed between Insured and the Insurers by the required date(s)
- (iii) allowing the Insurers to complete any actions agreed.

Upon completion of these requirements (or if they are not completed by the required dates) the Insurers, at their option may

- (i) modify Your premium
- (ii) issue a mid-term amendment to the Policy or Section Terms and Conditions
- (iii) require the Insured to make alterations to the Premises insured by the required date(s)
- (iv) exercise the right to cancel Your Policy

- (v) leave this Policy or Section Terms and Conditions, and the premium unaltered.

The Insurers will contact You with their decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by the Insured and/or any decision by the Insurers will take effect.

The requirement and decisions will take effect from the date(s) specified unless and until the Insurers agree otherwise in writing. If the Insured disagrees with the requirements and/or decision, the Insurers will consider comments and, where the Insurers consider appropriate, will continue to negotiate with the Insured to resolve the matter to the Insured's and Insurers' satisfaction. In the event that the matter cannot be resolved

- (i) the Insured has the right to cancel this Policy from a date agreed with the Insurers and providing no claims have been made, the Insurers will refund a proportionate part of the premium paid for the unexpired period of cover
- (ii) the Insurers may, at their option, exercise their right under Policy Cancellation Condition.

Until expiry of the required timescales the cover provided by this Insurance remains unaltered.

Except where stated all other Policy and Section Terms and Conditions will continue to apply.

The above Conditions do not affect the Insurers' right to void this Policy if the Insurers discover information material to their acceptance of the risk.

19. Unoccupancy Conditions

It is a Condition precedent to liability that whilst Buildings or part thereof insured by this Policy are Unoccupied that the following requirements are complied with

- (a) gas, water and electricity supplies are kept disconnected and that all water apparatus is drained except as otherwise agreed by the Insurers in writing (and other than those supplies required to operate fire and security protection or for other essential services)
- (b) all external doors are kept securely locked
- (c) ground floor window openings are kept securely fastened and, if specified by the Insurers in writing, boarded up in accordance with their requirements
- (d) the Buildings to be maintained and all yards and external areas immediately surrounding the Buildings are to be kept free of all fuel and waste materials
- (e) all letterboxes are sealed to prevent insertion of material.

The Insured must inspect the property at least weekly to check that the foregoing conditions are observed. In the event of any breach of security of the Buildings or of malicious damage or any evidence of unlawful entry or attempted entry to the Buildings the Insured shall immediately :-

1. carry out the necessary work to satisfy the above requirements
2. notify the Insurers.

A record of these inspections must be kept and made available for inspection by the Insurers immediately upon request.

20. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

General Policy Conditions

21. Minimum Physical Security Requirements

It is a Condition precedent to liability under this Policy that devices for the security of the Premises are installed in accordance with the following Specification and that such devices are put into full and effective operation whenever the Premises are closed for Business or left unattended.

Specification

- A). The Final Exit Door of the Premises be fitted with either
 - 1) For timber or steel framed doors - a mortice deadlock which has 5 or more levers and/or conforms to BS3621 with matching boxed striking plate
 - or
 - 2) For aluminium or UPVC framed doors - a cylinder operated mortice deadlock or a deadlocking multi - point system
- B). All other external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business be fitted with either
 - 1) Any of the locking arrangements as specified in A) 1 or 2 above in accordance with the construction of the door frame
 - or
 - 2) Two key - operated bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- C). All outward opening external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business be fitted and secured with hinge bolts.
- D). All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roof decks balconies fire escapes canopies or down pipes are to be fitted with key - operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld - mesh.

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

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 occurring during the Period of Insurance 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 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 (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 (i) Average.
- (iv) 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.
- (v) No payments shall be made until rebuilding repair or restoration costs have actually been incurred unless otherwise agreed in writing by the Insurers.

5. Conditions

- (i) **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.
- (ii) **Frying and Cooking Equipment Condition**
It is a Condition precedent to liability that in respect of Frying and Cooking Equipment installations: -
 1. the Frying and Cooking Equipment and the ducted extraction system is at least 150mm clear of any combustible materials including but not limited to elements of the Building
 2. Frying Equipment is fitted with the following operational devices:-
 - (i) a thermostat designed to prevent the temperature of the fat or oil exceeding 205 Degrees C or alarm bells that operate when the temperature of the fat or oil exceeds 205 Degrees C. This device to have been fitted at the time of manufacture or afterwards in accordance with the manufacturer's instructions
 - (ii) a separate high temperature limit control of a non self-resetting type to shut off the energy source should the temperature of the fat exceed 230 Degrees C. This high temperature limit device is not to operate the same gas supply device as any automatic temperature control
 3. all Frying and Cooking Equipment is installed, operated and maintained according to the manufacturer's instructions
 4. whilst frying and/or cooking and/or whilst the heat source is operational no equipment is left unattended

Section A - Buildings

5. Frying Ranges are equipped with tight fitting lids or pull down covers
6. sump boxes and drip trays are emptied at least once every seven days
7. extraction hoods, canopies, fat/grease collectors and filters are cleaned at least once every seven days
8. extraction motor, ducts and flues are inspected internally and all internal surfaces throughout the entire length of the ductwork and flues including the fan and fan motors are thoroughly cleaned, by the removal of all greasy and oily deposits, at least once every year (this shall mean once during the calendar year preceding the inception of this Period of Insurance and again, on or before the anniversary date of this previous inspection and cleaning, within the Period of Insurance) by a specialist contractor
9. Frying Ranges are serviced and cleaned at least once a year by a specialist contractor
10. a full record is kept of the servicing and cleaning as required by this Condition and such records are kept elsewhere than at the Premises and are available to Insurers upon request
11. the following equipment is provided in the vicinity of the equipment, within the cooking area, in a clearly accessible position:-
 - (i) a minimum of two portable fire extinguishers carrying a BAFE or Loss Prevention Certification Board mark
 - (ii) where a Frying Range is in operation the fire extinguishers should be of the type as specified in BS7937 for use on cooking oil fires (Class F), each with a fire rating of numerical value equal to the volume of cooking fat or oil in the largest pan
 - (iii) where Deep Fat Fryers are in use one of the two fire extinguishers should be of Type F as defined in BS7937
 - (iv) other appropriate portable fire extinguishers where electrical equipment is in use
 - (v) a fire blanket.

Otherwise **no claim** shall be payable in respect of Damage caused by Specified Peril (a) Fire.

For the purpose of this Condition all **Frying and Cooking Equipment including Frying Ranges and Deep Fat Fryers** shall mean equipment that is powered or heated by electricity, gas or oil.

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 of 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 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 in respect of any Building or part of a Building that is Unoccupied
 - (a) for up to 30 consecutive days
 - (i) caused by
 - escape of water from any tank apparatus or pipe or fuel oil or heating installation
 - escape of water from a fixed sprinkler installation
 - malicious persons
 - theft or attempted theft
 - freezing
 - (ii) or caused to
 - glass or sanitaryware
 - (b) for more than 30 consecutive days

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 during the Period of Insurance 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 flood escape of water from 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 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 involving forcible and violent entry to or exit from the Buildings at the Premises.
 - (j) Theft or attempted theft following assault or violence or threat 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 (i) Average.

5. Conditions

- (i) **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.
- (ii) **Frying and Cooking Equipment Condition**

It is a Condition precedent to liability that in respect of Frying and Cooking Equipment installations: -

 1. the Frying and Cooking Equipment and the ducted extraction system is at least 150mm clear of any combustible materials including but not limited to elements of the Building

Section B - Contents

2. Frying Equipment is fitted with the following operational devices:-
 - (i) a thermostat designed to prevent the temperature of the fat or oil exceeding 205 Degrees C or alarm bells that operate when the temperature of the fat or oil exceeds 205 Degrees C. This device to have been fitted at the time of manufacture or afterwards in accordance with the manufacturer's instructions
 - (ii) a separate high temperature limit control of a non self-resetting type to shut off the energy source should the temperature of the fat exceed 230 Degrees C. This high temperature limit device is not to operate the same gas supply device as any automatic temperature control
3. all Frying and Cooking Equipment is installed, operated and maintained according to the manufacturer's instructions
4. whilst frying and/or cooking and/or whilst the heat source is operational no equipment is left unattended
5. Frying Ranges are equipped with tight fitting lids or pull down covers
6. sump boxes and drip trays are emptied at least once every seven days
7. extraction hoods, canopies, fat/grease collectors and filters are cleaned at least once every seven days
8. extraction motor, ducts and flues are inspected internally and all internal surfaces throughout the entire length of the ductwork and flues including the fan and fan motors are thoroughly cleaned, by the removal of all greasy and oily deposits, at least once every year (this shall mean once during the calendar year preceding the inception of this Period of Insurance and again, on or before the anniversary date of this previous inspection and cleaning, within the Period of Insurance) by a specialist contractor
9. Frying Ranges are serviced and cleaned at least once a year by a specialist contractor
10. a full record is kept of the servicing and cleaning as required by this Condition and such records are kept elsewhere than at the Premises and are available to Insurers upon request
11. the following equipment is provided in the vicinity of the equipment, within the cooking area, in a clearly accessible position:-
 - (i) a minimum of two portable fire extinguishers carrying a BAFE or Loss Prevention Certification Board mark
 - (ii) where a Frying Range is in operation the fire extinguishers should be of the type as specified in BS7937 for use on cooking oil fires (Class F), each with a fire rating of numerical value equal to the volume of cooking fat or oil in the largest pan
 - (iii) where Deep Fat Fryers are in use one of the two fire extinguishers should be of Type F as defined in BS7937
 - (iv) other appropriate portable fire extinguishers where electrical equipment is in use
 - (v) a fire blanket.

Otherwise **no claim** shall be payable in respect of Damage caused by Specified Peril (a) Fire.

For the purpose of this Condition all **Frying and Cooking Equipment including Frying Ranges and Deep Fat Fryers** shall mean equipment that is powered or heated by electricity, gas or oil.

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

Section B - Contents

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.
- (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 from Outbuildings;
 - (k) 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 in respect of any Building or part of a Building that is Unoccupied
- (a) for up to 30 consecutive days
 - (i) caused by
 - escape of water from any tank apparatus or pipe or fuel oil or heating installation
 - escape of water from a fixed sprinkler installation
 - malicious persons
 - theft or attempted theft
 - freezing
 - (ii) or caused to
 - glass or sanitaryware
 - (b) for more than 30 consecutive days

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 when the Damage occurs and ending when the Business ceases to be affected by the Damage not exceeding the Maximum Indemnity Period (shown in the Schedule)

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 water or telecommunications services which prevents 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 water or telecommunications service 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 water or telecommunication services.

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. **Employee** - shall mean
 - (i) any person under a contract of service or apprenticeship with the Insured
 - (ii) any labour master or labour only sub-contractor or person supplied or employed by them
 - (iii) any self-employed person
 - (iv) any person hired to or borrowed by the Insured
 - (v) any person engaged under a work experience, youth training or similar scheme
 - (vi) any volunteer worker

while working for the Insured in connection with the Business.

2. **Bodily Injury** - shall include:
 1. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
 2. Invasion of the right to privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.
3. **Property** - shall mean material property.
4. **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.
5. **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.
6. **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.
7. **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 liability of the Insurers shall not exceed the amount stated in the Schedule for compensation costs and expenses for any one occurrence or series of occurrences arising out of any one event.
2. Event 2 - Public Liability - The liability of the Insurers shall not exceed the amount stated in the Schedule for any one occurrence or series of occurrence arising out of any one event.
3. Event 3 - Products Liability - The liability of the Insurers shall not exceed the amount stated in the Schedule for any one occurrence or series of occurrences arising out of any one event and in 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. The Insurers shall not provide indemnity against liability for which indemnity is provided by any other insurance.
2. **Leased or Rented Premises** - Exception 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;
 - (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;

Section D - Liability

- (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.

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.

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).

Section D - Liability

- 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:

- for Contractual Liability other than liability arising out of a condition or warranty of goods implied by law.
- 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 defect in or the harmful nature of such product;
 - an error or fault in connection with the sale supply or presentation of such product;
- arising from any Product Supplied whilst in the possession of the Insured or any Employee in the course of his employment by the Insured;
- caused by or arising from any Product Supplied which to the Insured's knowledge is for use in the braking, steering, suspension system or other critical systems of
 - aircraft or aero spatial device or products intended for aviation or aero spatial purposes
 - marine vessels
 - motor vehicles
 - rail vehicles
- arising from any action brought against the Insured in any country not being a member of the European Union where the Insured has a branch or a parent or subsidiary Insurer or is represented by a person or Insurer holding the Insured's power of attorney.
- 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.
- caused by or arising from any Product Supplied which to the Insured's knowledge is for use in nuclear installations.

Exclusions applying to Events 2 and 3 only

The Insurers shall not indemnify the Insured in respect of:

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

- all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
 - all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.
- Liability caused by or arising from
 - exposure to
 - inhalation of
 - fears of the consequence of exposure to or inhalation of
 - 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:

- 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.

Exclusion applying to Event 1 only

- The Insurers shall not provide indemnity against liability in respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981.

Section E - Money

1. Definitions

(For the purpose of this Section only)

1. **Money** - shall mean cash (notes and coins), cheques, Giro cheques, travellers cheques, postal or money orders, bankers' drafts, current postage and revenue stamps, unused units in postage stamp franking machines, National Insurance stamps, stamped or franked National Insurance cards, National Savings stamps, National Savings certificates, Premium Bonds, Holiday-with-Pay stamps, bills of exchange, credit and debit card sales' vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens and VAT purchase invoices all pertaining to the Business and belonging to or the responsibility of the Insured.
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 at the Premises during the Period of Insurance 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 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 Premises 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 respect of Damage arising solely from:

- a) forfeiture under the provisions of the appropriate legislation covering the issue of such licences; or
- b) refusal to renew the Licence after due and proper application for renewal thereof

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. In the event of Damage resulting in a claim, the Insured will supply such records to the Insurers.

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.
3. **the reasonable charges** payable by the Insured to their professional accountants for producing information required by the Insurers in investigating or verifying a claim under this Section for an amount not exceeding the Sum Insured as shown in the Schedule in any one Period of Insurance.



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