

SHOP INSURANCE
POLICY BOOKLET



OPEN FOR BUSINESS

Free Business Advice Service

Available 24 hours each day, 7 days every week, all year round

These free helplines are provided for Your use whilst Your Policy is in force:

Business Legal Advice Helpline

0345 878 5024

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.

Business Emergency Assistance Helpline

0345 878 5024

Assistance in the event of an emergency affecting Your business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system.

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out or repair charges. One telephone call will bring assistance usually within 2 hours.

As the helpline is available 24 hours a day and seven days a week You may call at any time.

Please ensure Your Policy Number is available when telephoning as this will be requested - this appears on Your Schedule.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.

Emergency Glazing & Security Assistance Helpline

0345 878 5455

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year.

In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by Your Policy, the cost will be settled by Us directly with Our service providers. If, however, the Policy requires payment of the first amount of any claim, or if You are V.A.T. registered, Our service provider will invoice You direct for this amount.

Note: Using any other repairer will not affect Your right to claim.

This helpline is provided on Our behalf by Glassolutions and calls may be recorded.

Stress Counselling Helpline

0345 878 5029

A confidential counselling service for any employee (and their family) over the telephone, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

All calls will be dealt with in the strictest confidence and are not recorded

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in Your area.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are dealt with in the strictest confidence and are not recorded.

Health and Medical Assistance Helpline

0345 878 5031

Advice and assistance concerning:

- Exercise Information
- Sports injuries
- Changing doctors
- Nutrition assessment
- Giving up smoking
- Complimentary health
- Inoculations
- Bespoke fact sheets can be sent out if requested
- Comprehensive doctor, clinic and treatment facility database.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are recorded.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

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Shop Insurance Policy

NIG policies are underwritten by U K Insurance Limited. We shall provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

How to Use Your Policy

Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your Policy.

Your Schedule

Your Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover you have.

Please examine Your Schedule to ensure it meets Your requirements.

Index Linking

The Sum Insured by each item of Sections 1, 2 and 9 are index linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by Us.

Index linking will help to ensure that Sums Insured stay more in line with increasing costs and prices. However, this is dependent on the Sums Insured at inception being adequate. Please check these to ensure they are adequate and advise Us if any alteration is required.

Using the Free Business Advice Service

Details of Our helplines are provided on the inside front cover of this Policy Booklet.

Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions B - Making a Claim.

You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this Policy Booklet.

Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. These have the same meaning wherever they appear in the Policy, and are defined below. Other Definitions have meanings particular to the Sections, Endorsements and/or Extensions in which they appear, and are defined in the appropriate Sections, Endorsements and/or Extensions.

All Definitions start in the Policy with a capital letter wherever they appear to help You identify them.

Business

The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

Damage

Loss, destruction or damage.

Excess

The first amount of each and every claim for which You shall be responsible.

Index Linking

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals as follows:

- 1 in respect of Buildings, Shop Fronts and Tenants Improvements in accordance with the percentage change in the General Building Cost Information Service
- 2 in respect of All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
- 3 in respect of Business Contents in accordance with the Durable Goods Section of the Retail Prices Index.

At each renewal the Premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal.

Injury

Bodily injury death, illness, disease or shock.

Period of Insurance

- a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
 - b any subsequent period;
- for which You shall pay and We shall agree to accept Your premium.

Premises

The part of the premises at the address or addresses specified in the Schedule which You occupy for the purposes of the Business.

Unless otherwise stated the buildings at the Premises are

- 1 built of brick stone or concrete
- 2 roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings and flat roofs)
- 3 occupied in connection with the Business.

Property

Material property.

Proposal

Any signed proposal, declaration or other information supplied to Us by You or on Your behalf.

Reinstatement Basis

Whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated shall be as follows:

- 1 the rebuilding or replacement of Property lost or destroyed which provided Our liability is not increased may be carried out
 - a in any manner suitable to Your requirements
 - b upon another site
- 2 the repair or restoration of Property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

- i Our liability for the repair or restoration of Property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed
- ii If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Policy Definition exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- iii No payment beyond the amount which would have been payable in the absence of this Policy Definition shall be made:
 - a unless reinstatement commences and proceeds without unreasonable delay
 - b until the cost of reinstatement shall have been actually incurred
 - c if the Property insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
- iv All the terms and conditions of this Policy shall apply:
 - a in respect of any claim payable under the provisions of this Policy Definition except insofar as they are varied hereby
 - b where claims are payable as if this Policy Definition had not been incorporated.

Schedule

The schedule applicable to the Policy.

Sum Insured

The sum insured as set out in the Schedule.

Vacant or Disused

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

We/Us/Our

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

You/Your

The 'Insured Name' in the Schedule.

General Conditions

A Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to Our liability to make any payment under this Policy.

B Fair Presentation of the Risk

a You have a duty to make to Us a fair presentation of the risk before:

- i** the inception of this Policy;
- ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- iii** the renewal of this Policy; and

b In the event of a breach of such duty, if the breach is:

- i** deliberate or reckless, We may:
 - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition E 2) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
- ii** neither deliberate nor reckless and We would not have:
 - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
 - i** shall return any extra premium paid; or
 - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but shall return any premiums paid; or
- iii** neither deliberate nor reckless and We:
 - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different

terms (other than terms relating to the premium), this Policy or the alteration (as applicable) shall be treated as if it had been entered into on those different terms if We require; and

b in respect of an alteration made to this Policy:

i would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;

ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

C Reasonable Precautions

You must:

- 1 take all reasonable precautions to prevent or minimise Damage accident or Injury
- 2 maintain the business premises machinery equipment and furnishings in a good state of repair
- 3 exercise care in the selection and supervision of Employees
- 4 comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

D Change of Risk or Interest

- a It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
 - i Capital Additions - Extension 5 of Section 1: The Structure and Extension 10 of Section 2: Trade Contents -
 - ii General Condition B,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b This Policy shall cease to be in force if:
 - i Your interest in the Business ends, other than by death; or
 - ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

E Cancellation

1 Your Cancellation Rights

- i Your Policy may be cancelled by You within 14 days of receipt of Your Policy (this is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your broker, intermediary or agent and We will pay a refund of premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off"

period Your Policy will be treated by Us as in force and no refund of premium will be made.

- ii If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 days notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
- iii Where You pay by instalments any amount of premium returned under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

2 Our Cancellation Rights

- i We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to You in writing at Your last known address.
- ii You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii Where You pay by instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above You shall immediately return to Us any effective Employers Liability Certificate(s) of Insurance.

F Instalments

Where the premium under this Policy is payable by instalments it is a condition precedent to Our liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and You shall surrender forthwith to Us any effective Certificate(s) of Insurance.

G Minimum Protections

It is a condition precedent to Our liability, unless otherwise agreed by Us in writing that the following protections be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended:

- 1 on timber final exit doors (excluding sliding doors):
 - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate
 - b if double leaf
 - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case
 - ii on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock
 - c if single or double leaf and also outward opening, hinge bolts fitted top and bottom.
- 2 on all other external timber doors, and on internal timber doors giving access to any part of the premises not occupied solely by You or to any adjoining premises (excluding sliding and fire exit doors):
 - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or key-operated mortice rack bolts fitted top and bottom
 - b if double leaf
 - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case
 - ii on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock
 - c if single or double leaf and also outward opening, hinge bolts fitted top and bottom.
- 3 on external aluminium or UPVC doors (excluding sliding and fire exit doors): cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf
- 4 on steel final exit doors and all sliding final exit doors: substantial padlocking bar and good quality close shackle padlock
- 5 on all other steel doors and all other sliding doors (excluding sliding patio doors): substantial padlocking bar and good quality close shackle padlock fitted externally, or substantial padlocking bar and good quality open shackle padlock fitted internally
- 6 on sliding patio doors:

a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)

or

two key-operated patio door locks fitted internally, one at the top and one at the bottom of each opening section
- 7 on all fire exit doors: panic bar, and hinge bolts fitted top and bottom
- 8 on opening basement and ground floor windows and fanlights, and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes:

key-operated window locks with the keys removed when in operation

or

solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window.

H Security

It is a condition precedent to Our liability in respect of any claim resulting from theft from the Premises or any attempt thereat that whenever the Premises are closed for business or left unattended all locks bolts and other security devices, including any intruder alarm system required by Us, are put in to full and effective operation.

I Unoccupancy

It is a condition of this Policy that within 20 days of the Premises or any part thereof becoming unoccupied, untenanted or not having been actively used:

- 1 all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained
- 2 the Premises are to be adequately secured against unauthorised entry

- 3 at least weekly inspections are to be made of the Premises by You or a responsible person acting on Your behalf
- 4 any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.

J Fire Extinguishment

It is a condition precedent to Our liability that a fire blanket conforming to BS EN 1869:1997 and at least one “Class F” wet chemical portable fire extinguisher each maintained under an annual service contract be located in kitchens and other areas used for cooking and be available for immediate use.

K Deep Fat Frying Equipment

It is a condition precedent to Our liability that:

- 1 deep fat frying ranges and frying equipment are fitted with:
 - a operating thermostats set to prevent the temperature of the cooking oils or fats rising above 205 degrees centigrade, or the manufacturer’s maximum recommended temperature if less than 205 degrees centigrade.
 - b a separate high temperature limit control of a non-self-resetting type, to shut off the heat source should the temperature of the cooking oils or fats reach 230 degrees centigrade in the event of failure of the operating thermostat.

Additionally, where gas is used in operating the equipment the following conditions apply:

- c gas heated ranges are additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure
 - d high temperature limit controls on any gas heated range shall not operate from the same gas supply valve as the operational thermostats.
- 2 deep fat frying ranges and frying equipment including extraction equipment and ductwork are securely fixed and free from contact with combustible surfaces and materials. Where ductwork passes through combustible materials (e.g. timber floors) the combustible material should be cut back to a minimum of 150mm.
 - 3 extraction hoods, canopies, filters and grease traps are cleaned at frequent intervals in accordance with manufacturer’s recommendations, but not less than once a month. Filters utilising disposable replacement fibre matting are renewed at least once a fortnight.

- 4 deep fat frying ranges and frying equipment are serviced and deep cleaned:
 - i at least once every 6 months in respect of a deep fat frying range
 - ii at least once every 12 months in respect of electronic floor standing fryers or electronic table top fryers (not being a deep fat frying range)
 by the installers or suitably qualified personnel in accordance with the manufacturer’s instructions. The following is to be included as part of the process:
 - a testing of all temperatures, controls and thermostatic cut-offs.
 - b checking of ducts, burners, fuel and power connections and controls.
 - c cleaning of internal surfaces of the extraction ductwork and fans.
 - d signed servicing and cleaning records to be kept in a safe place.
- 5 cracklings, cooking residue, cleaning waste and wipes are to be placed in closed metal containers and;
 - a removed from the Buildings at the Premises at the end of each working day.
 - b removed entirely from the Premises at least once per week.

L Choice of Law

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

M Interest Clause

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

N Contracts (Rights of Third Parties) Act 1999

A person or company who was 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.

O Fire Extinguishing Appliances

It is a condition precedent to Our liability that You shall ensure that any fire extinguishing appliance kept at Your Premises are maintained in efficient working order.

P Automated Teller Machine

It is a condition precedent to Our liability under this Policy in respect of any premises containing an Automated Teller Machine (ATM) that where this is a Merchant Fill machine conditions **a** to **d** below apply or where this is a CIT Fill machine conditions **c** and **d** apply:

- a** the ATM units are emptied at the end of each working day and the money within transferred to a safe approved by Us for the amount of cash involved. Such transfer to be carried out only after the premises have been cleared of all customers then locked to deny further access to the premises and whilst there are at least two able bodied employees present in the premises during the transfer. Alternatively the cash shall be deposited in a Bank Night Safe with the transfer being undertaken in accordance with the accompaniment requirements of the Policy.
- b** outside of business hours the ATM door and its security container within is left open, empty and unlocked.
- c** whenever the ATM is opened the premises are to be cleared of all customers then locked to deny further access to the premises and at least two able bodied employees are to be present in the premises.
- d** notices are prominently displayed within the premises stating that the ATM is protected by a smoke generating and/or banknote degradation system and holds no cash outside of working hours.

Q Changes to Your cover

You must tell Us through Your broker, intermediary or agent immediately if there are any changes that may affect Your insurance, such as the following:

- i** If You change the address where Your Business is located
- ii** If Your sums insured change

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

Note: the list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Your broker, intermediary or agent.

R No Claim Discount

If You do not make a claim against Your Policy, We will give You a no claim discount and may reduce Your renewal premium. However, if You do make a claim against Your Policy, We will reduce Your no claim discount.

Claims Conditions

A Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

B Making a Claim

On the happening of any event which could give rise to a claim under this Policy

You shall:

- 1 immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
 - a 7 days of the event in the case of Damage caused by riot civil commotion strikes labour disturbances or malicious persons
 - b 30 days of the expiry of the Indemnity Period in respect of business interruption claims
 - c 30 days of the event in the case of any other claim or such further time as We may allow.
- 2 give immediate notice to the Police in respect of:
 - a Damage by theft or any attempt thereat
 - b loss of Money by any cause whatsoever
 - c Damage by malicious persons.
- 3 make no admission of liability or offer promise or payment without Our written consent
- 4 inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document
- 5 take all reasonable action to minimise or check any interruption of or interference with the Business
- 6 produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim
- 7 in respect of Section 8 and Section 11 supply at Your own expense all certificates and information and evidence required by Us and the Person Insured shall as often as required by Us submit to medical examination at Our own expense.

C Control of Claims

We shall be entitled:

- 1 on the happening of Damage to the property insured to enter take and keep possession of any building where Damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose
- 2 at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and You shall give all information and assistance required
- 3 to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us
- 4 to pay to You the maximum sum payable under Section 3 and Section 4 in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and We shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
- 5 in the case of death of the Person Insured by Section 8 and Section 11 to have a post-mortem examination at Our own expense.

D Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a shall not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and
- c may (despite the references to notice period and the refunding of premiums in General Condition E 2) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
 - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
 - ii retain any premiums paid under this Policy.

E Other Insurances

If at the time of any Damage or Occurrence there be any other insurance or indemnity effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability shall be limited in respect of any Damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

F 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 current Statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent of any right of action against Us.

G Excesses

If We agree to indemnify You under more than one of Sections 1, 2 and 6 of this Policy as a result of the happening of a single event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.

H Subrogation

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

General Exclusions

This Policy does not cover

1 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such Damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Note: As far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this Exclusion shall apply only in respect of

- i the liability of any Principal
- ii liability assumed by You under agreement and which would not have attached in the absence of such agreement.

2 War Government Action and Terrorism

- a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from
 - i War Government Action or Terrorism
 - ii civil commotion in Northern Ireland
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such Damage loss or expense or is covered shall be upon You.

Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and its Public and Products Liability and Employers Liability Sections

- 1 We will indemnify You under the Employers Liability Contingency provided that in respect of any one event or all events of a series consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
- 2 We will indemnify You under the Public Liability and Products Liability Contingency against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all compensation (excluding costs) shall not exceed
 - a in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Public Liability and Products Liability Indemnity Limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
 - b in respect of all pollution or contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public Liability and Products Liability Indemnity Limit stated in the Schedule whichever is the lower.

3 Pollution and Contamination

(Applicable to Sections 1, 2, 5, 6 and 10)

Damage or interruption of the Business caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the property insured caused by:

- a pollution or contamination which itself results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped from them riot civil commotion strikes labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe leakage of fuel from any fixed oil heating installation leakage of beverages from storage containers pipes and apparatus impact by any vehicle, train or animal
- b any of the Perils in a above which itself results from pollution or contamination.

4 Date Recognition

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software, whether Your property or not, whether occurring before, during or after the year 2000

- a correctly to recognise any date as its true calendar date;
- b to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 1 - The Structure, Section 2 - Trade Contents, Section 5 - Loss of Income and Loss of Book Debts and Section 7 - Loss of Money, this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped from them riot civil commotion strikes labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe leakage of fuel from any fixed oil heating installation leakage of beverages from storage containers pipes and apparatus impact by any vehicle, train or animal

NOTE: General Exclusion 4 shall not apply to Section 4 - Employers Liability

5 Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this policy.

6 Computer Virus and Hacking

- a Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped from them riot civil commotion strikes labour disturbances malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water from any tank apparatus or pipe leakage of fuel from any fixed oil heating installation leakage of beverages from storage containers pipes and apparatus impact by any vehicle, train or animal
For the purpose of this Exclusion:

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

Note: General Exclusion 6 shall not apply to Section 3 Public and Products Liability and Section 4 Employers Liability.

Section 1 | The Structure

Definitions

Buildings

Buildings at the Premises including landlord's fixtures and fittings swimming pools tennis courts walls gates fences yards patios terraces car parks car ports roads pavements and associated underground pipes and cables. The Buildings also include Shop Fronts and all fixed glass therein, blinds and fittings thereon and internal decorations on ceilings, walls and the like for which You are responsible as owner of the Premises.

Shop Front

The whole front, all fixed glass therein, blinds, fittings thereon belonging to You or for which You are responsible as tenant not as owner of the Premises.

Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (other than Shop Fronts) belonging to You or for which You are responsible as tenant not as owner of the Premises.

Cover

We will Indemnify You in the event of Damage to the Property described by each Item in the Schedule caused by any of the following Contingencies:

Contingencies

- 1 **Fire, Lightning, Explosion, Earthquake**
- 2 **Aircraft** or other aerial devices or articles dropped from them
- 3 **Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
 - a occurring in Northern Ireland
 - b to any portion of the Building which is Vacant or Disused
- 4 **Storm or Flood** but excluding Damage:
 - a resulting from frost, subsidence, ground heave or landslip
 - b to gates fences and posts
 - c attributable solely to change in the water table level
- 5 **Escape of Water** from any tank apparatus or pipe but excluding Damage:
 - a to any portion of the Building which is Vacant or Disused
 - b to Buildings caused by frost other than to internal plumbing installations not in any outbuildings
- 6 **Impact** by any vehicle train or animal
- 7 **Theft or attempted Theft** but excluding Damage to any portion of the Building which is Vacant or Disused
- 8 **Breakage or collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:
 - a by lopping pruning or felling of trees
 - b to gates fences and posts
- 9 **Leakage of fuel** from any fixed oil heating installation but excluding Damage to any portion of the Building which is Vacant or Disused
- 10 **Leakage of beverages** from storage containers pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused.

Extensions

1 Underground Services

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as owner of the Premises.

2 Ground Rent

The insurance by this Section is extended to include up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings sum insured.

3 Public Authorities

The insurance by this Section is extended to include the additional cost of reinstatement of the Property sustaining Damage thereby insured and undamaged portions thereof incurred solely to comply with European Community legislation, regulations under Acts of Parliament or local authority bye-laws, provided that:

- a You receive the notice to comply after the Damage occurs
- b the work of reinstatement is completed within twelve months of the date of the Damage, or within such further time as We may in writing allow
- c We shall not be liable for any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws.

4 Fees

The insurance by this Section is extended to include Architects Surveyors Legal and Consulting Engineers Fees necessarily incurred in the reinstatement or repair of the Property insured consequent upon its Damage but not for preparing any claim.

5 Capital Additions

The insurance by this Section is extended to include:

- a** any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
- b** alterations, additions and improvements to Buildings but not in respect of any appreciation in value anywhere in the United Kingdom the Channel Islands or the Isle of Man provided that:
 - i** at any one situation this cover shall not exceed 10% of the Buildings Sum Insured or £50,000 whichever is the lesser
 - ii** You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required
 - iii** following payment of such additional premium the provisions of this Extension are fully reinstated.

6 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a** removing debris from the site of the Premises and the area immediately adjacent
- b** dismantling and/or demolishing
- c** shoring up or propping

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

7 Damage by Emergency Services

The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance.

8 Contracting Purchaser's Interest

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by them or on their behalf) shall be entitled to benefit under this Section without prejudice to Your and Our rights and liabilities until completion.

Exclusions

This Section does not cover:

- 1** Property more specifically insured by You or on Your behalf.

- 2** Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon.
- 3** Damage to any electrical sign or its installation.
- 4** Damage (other than Damage by fire resulting from explosion) occasioned by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control nor Damage to vessels machinery or apparatus or their contents resulting from the explosion thereof unless more specifically insured under the Policy Extensions.
- 5** a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

Special Conditions

1 Index Linking

The Sum Insured by each item of Section 1 of the Schedule is subject to Index Linking.

2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section shall be on a Reinstatement Basis.

4 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

5 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6, 7 and 9.

6 Flat Roof Condition

- a** Any flat portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented
- b** We shall not be liable for the first £500 for each and every claim attributable to Storm on that part of the building with a flat roof.

Section 2 | Trade Contents

Definitions

Trade Contents

Trade Contents belonging to You or for which You are responsible consisting of Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes, Wines and Spirits, All Other Stock and Business Contents.

All Other Stock

Stock in Trade other than Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

Cigarettes, Cigars and Tobacco

Cigarettes, Cigars and Tobacco belonging to You or held in trust or on commission for which You are responsible.

DVDs, CDs and Video Tapes

DVDs, CDs and Video Tapes belonging to You or held in trust or on commission for which You are responsible.

Wines and Spirits

Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

Business Contents

- a** Trade fixtures, fittings, plant machinery office equipment, meters, telephone installations belonging to You or for which You are responsible
- b** Clothing, personal effects and pedal cycles belonging to Your employees or customers but for which You are responsible up to a limit of £500 any one person.
- c** all other contents used in connection with or for the purpose of the Business whilst in the Premises

excluding:

- 1** bills of exchange, promissory notes, money deeds bonds or documents of any description, business books (except for their value as stationery and the cost of clerical labour expended in writing up and reinstatement thereof), plans, specifications, designs
- 2** jewellery, furs, precious metals, precious stones or articles composed of any of them
- 3** computer system records except for the value of the material together with reproduction costs up to £25,000 including the cost of gathering information but excluding the value to You of the information
- 4** explosives other than a quantity of fireworks stored in accordance with Government or local bye-laws and regulations
- 5** any property belonging to the Post Office unless otherwise stated herein

- 6** Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes, Wines and Spirits, All Other Stock.
- 7** Any other property separately described in the Schedule or which is more specifically insured.

Cover

We will Indemnify You in the event of Damage to the Trade Contents insured at the Premises caused by any of the following Contingencies:

Contingencies

- 1 Fire, Lightning, Explosion, Earthquake**
- 2 Aircraft** or other aerial devices or articles dropped from them
- 3 Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
 - a** occurring in Northern Ireland
 - b** to Property in any portion of the Premises which is Vacant or Disused
 - c** to property in the open
- 4 Storm or Flood** but excluding Damage:
 - a** resulting from frost, subsidence, ground heave or landslip
 - b** to property in the open
 - c** attributable solely to change in the water table level
 - d** to All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 5 Escape of Water** from any tank apparatus or pipe excluding Damage:
 - a** to Property in any portion of the Premises which is Vacant or Disused
 - b** to All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level
- 6 Impact** by any vehicle train or animal
- 7 Theft** or any attempt thereat involving entry to or exit from the Premises by forcible and violent means but excluding:
 - a** theft from any garden, yard or open space and any outbuilding detached from the main building
 - b** Damage to Property in any portion of the Premises which is Vacant or Disused
 - c** Theft following dishonest or fraudulent action by Your employees or any person lawfully on the Premises

8 Robbery

9 Breakage or collapse of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:

- a** by lopping pruning or felling of trees
- b** to property in the open

10 Leakage of fuel from any fixed oil heating installation but excluding Damage:

- a** to Property in any portion of the Premises which is Vacant or Disused
- b** to All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level

11 Leakage of beverages from storage containers pipes and apparatus but excluding Damage:

- a** occasioned by leakage of beverages from bottled stock
- b** to Property in any portion of the Premises which is Vacant or Disused
- c** to All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level.

Extensions

1 Underground Services

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as tenant but not as owner.

2 Theft Damage to Buildings

The insurance provided by Contingency 7 of this Section extends to include Damage to Buildings caused by Theft or any attempt thereat at the Premises.

3 Temporary Removal

The insurance by this Section is extended to include Business Contents whilst temporarily removed from or in transit to or from the Premises for cleaning renovation repair or similar purposes but remaining in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a** any amount exceeding 20% of the Sum Insured stated in the Schedule in respect of Business Contents
- b** property otherwise insured
- c** motor vehicles and motor chassis licensed for normal road use.

4 Replacement Locks

The insurance by this Section is extended to include the cost of changing the safe and external door locks at the Premises up to a limit of £1,000 following loss of keys:

- a** by theft from Your Premises or Your home or that of Your authorised employee
- b** by robbery as insured herein whilst such keys are in Your personal custody or that of Your authorised employee

excluding the first £25 of each and every claim.

5 Seasonal Increase

The Sums Insured in respect of All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits are increased in each Period of Insurance by:

- a** 25% during November and December
- b** 25% for a period of 15 days preceding and including any Bank or Public Holidays other than occurring in the period in **a** above and for a period of 15 days thereafter.

6 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a** removing debris from the Premises and the area immediately adjacent
- b** dismantling and/or demolishing
- c** shoring up or propping

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

7 Loss of Oil and Metered Water

The insurance by this Section is extended to include the loss of oil or metered water contained in a fixed installation at the Premises following Damage up to a limit of £5,000 in any one Period of Insurance.

8 Attractive Commodities

Except when more specifically insured by any other Item thereunder the All Other Stock Item extends to include an amount of cigarettes, cigars, tobacco and/or wines and spirits provided that Our liability in respect of such Property insured does not exceed £200 in the aggregate.

9 Damage by Emergency Services

The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £1,000 in any Period of Insurance.

10 Capital Additions

The insurance by this Section is extended to include:

- a** any newly acquired Trade Contents insofar as the same are not otherwise insured
- b** alterations, additions and improvements to Trade Contents but not in respect of any appreciation in value

anywhere in the United Kingdom the Channel Islands or the Isle of Man provided that:

- i** at any one situation this cover shall not exceed 10% of the Trade Contents Sum Insured or £50,000 whichever is the lesser
- ii** You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required
- iii** following payment of such additional premium the provisions of this Extension are fully reinstated.

11 Exhibitions

The insurance by this Section is extended to include Damage by any of the Contingencies to the Property Insured whilst at any indoor exhibition including whilst being erected or dismantled at any indoor exhibition within the United Kingdom, the Channel Islands and the Isle of Man but excluding:

- a** theft unless involving forcible and violent entry to or exit from the exhibition premises
- b** any amount exceeding £1,000 during any one Period of Insurance unless the Schedule states otherwise.

12 Lottery Equipment

The insurance by this Section is extended to include Damage by any of the Contingencies to lottery equipment belonging to the Lottery operator for which You are responsible provided the equipment is included in the Business Contents Sum Insured.

Exclusions

This Section does not cover:

- 1** Property more specifically insured by You or on Your behalf
- 2** Damage by confiscation or detention by customs or other officials or authorities
- 3** Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity unless more specifically insured under the Policy Extensions.
- 4** Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon
- 5** Damage to any electrical sign or its installation
- 6** any disappearance or shortage revealed only at the time of a stocktaking or a stock check or the making of an inventory or not traceable to a specific event.
- 7** a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- 8** loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement.

Special Conditions

1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

2 Limit of Liability

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

3 Basis of Claims Settlement

a Trade Contents other than Business Contents

We will pay You the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly.

b Business Contents

The Basis of Settlement for each and every Item under this Section shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

4 Automatic Reinstatement of Sum Insured

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a You undertake to pay the appropriate additional premium
- b You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require.

5 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6, 7 and 8.

6 Flat Roof Condition

- a Any flat portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented
- b We shall not be liable for the first £500 for each and every claim attributable to Storm on that part of the building with a flat roof.

Section 3 | Public and Products Liability

Definitions

Employee

Any person while working for You in connection with the Business who is

- 1 under a contract of service or apprenticeship with You
- 2 a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- 3 a labour master or person supplied by him
- 4 a person engaged by a labour only sub-contractor
- 5 a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- 6 a driver or operator of hired-in plant
- 7 a trainee or person undergoing work experience
- 8 a voluntary helper.

Business

The Business as shown in the Schedule shall include:

- 1 ownership maintenance and repair of the premises
- 2 the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- 3 private work undertaken with Your prior consent by Employees for any of Your directors or senior officials
- 4 participation in trade shows or exhibitions.

Territorial Limits

- 1 Great Britain Northern Ireland the Isle of Man or the Channel Islands
- 2 elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in 1 above in respect of the performance of non-manual work.

Products Supplied

Goods (including labels and containers and packaging) sold or supplied by You from the Premises in the course of the Business.

Cover

In the event of the Contingency described below We will indemnify You against the following:

- 1 all sums which You shall become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the Business

- 2 all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies
- 3 the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Contingency.

Contingency

Public Liability and Products Liability

- a Accidental Injury to any person other than an Employee
- b Accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee
- c Loss arising from trespass nuisance obstruction loss of amenities or interference with any easement of air light water or right of way

occurring in connection with the Business during the Period of Insurance and within the Territorial Limits.

Our liability for all compensation (excluding costs) payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the Indemnity Limit stated in Section 3 of the Schedule but in respect of Products Supplied this limit shall apply to all insured events occurring in any one Period of Insurance.

Extensions

1 Cross Liabilities

If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate Policy had been issued to each but Our total liability shall not exceed the Indemnity Limit.

2 Motor Contingent Liability

We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in the United Kingdom Isle of Man or Channel Islands provided that We shall not be liable:

- a in respect of Damage to the vehicle
- b whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or any one on Your behalf does not hold a license to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a license.

3 Defective Premises Act 1972

We will indemnify You in respect of legal liability arising out of the ownership of premises in the event of any premises being disposed of by You prior or subsequent to the inception of this Policy where such liability devolves upon You by reason of the Defective Premises Act 1972 provided that:

- a such liability is not otherwise insured
- b We will not be liable in respect of damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work.

4 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

Provided that this indemnity shall not apply to the payment of fines or penalties.

5 Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors, partners or Employees against legal costs and expenses incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a Part 2 of the Consumer Protection Act 1987
- or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

- i the payment of fines or penalties
- ii proceedings or appeals in respect of any deliberate act or omission by You
- iii costs or expenses insured by any other policy.

6 Damage to Leased or Rented Premises

The exclusion of property in Your charge or under Your control or that of any of Your Employees shall not apply in respect of Damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of:

- a such Damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement
- b the first £100 of such Damage caused otherwise than by fire or explosion.

7 Employees/Callers Personal Effects

The exclusion of property in Your charge or under Your control or that of any of Your Employees shall not apply in respect of Damage to clothing and personal effects belonging to Employees or callers during the course of the Business.

8 Wrongful Arrest

We will indemnify You in respect of Your legal liability arising out of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an Employee).

9 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a £250 for You or any of Your directors or partners
- b £150 for any Employee.

10 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b at Your request:
 - i any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement

- ii any of Your directors or Employees in respect of liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
- iii any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- iv any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability
- ii each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- iii We shall retain sole conduct and control of any claim
- iv where We are required to indemnify more than one party Our total liability shall not exceed the relevant Indemnity Limit.

12 Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are

- a a registered user in accordance with the terms of the Act
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- ii any Damage or distress caused by any act of fraud or dishonesty
- iii the costs and expenses of rectifying rewriting or erasing data

- iv liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v the payment of fines or penalties.

Exclusions

- 1 This Section shall not apply to liability in respect of:
 - a Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery
 - b Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
 - i any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy)
 - ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
 - c Injury or Damage arising from or caused by:
 - i design, formula, advice or specification provided by You or on Your behalf
 - ii breach of professional duty or malpractice of any nature by You or on Your behalf
 - iii the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf other than the sales or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment
 - iv any treatment used, practised or performed by You or on Your behalf other than when performing first aid
 - v any surgical operation or medical procedure by You or on Your behalf
 - d Damage arising from any work carried out on motorised vehicles or motorised cycles
 - e Damage to that part of any Property upon which You or anyone on Your behalf is or has been working and arising out of such work

- f** 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.

Our liability 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 Indemnity Limit shown in the Schedule.

For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean:

- i** all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii** all Damage or Injury directly or indirectly caused by such pollution or contamination
- g** Damage to any commodity article or thing supplied installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof
- h** Damage to or costs and expenses involved in the repair, replacement, removal or dismantling of any Products Supplied which are the subject of any claim under this Section or any refund paid on such Products Supplied
- i** Liquidated damages, fines or penalties
- j** Punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Special Condition

1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Damage to Property.

Section 4 | Employers Liability

Definitions

Employee

Any person while working for You in connection with the Business who is

- 1 under a contract of service or apprenticeship with You
- 2 a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- 3 a labour master or person supplied by him
- 4 a person engaged by a labour only sub-contractor
- 5 a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- 6 a driver or operator of hired-in plant
- 7 a trainee or person undergoing work experience
- 8 a voluntary helper.

Business

The Business as shown in the Schedule shall include:

- 1 ownership maintenance and repair of the premises
- 2 the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- 3 private work undertaken with Your prior consent by Employees for any of Your directors or senior officials
- 4 participation in trade shows or exhibitions.

Territorial Limits

- 1 Great Britain Northern Ireland the Isle of Man or the Channel Islands
- 2 elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in 1 above in respect of the performance of non-manual work.

Cover

In the event of the Contingency described below We will indemnify You against the following:

- 1 all sums which You shall become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the Business
- 2 all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies

- 3 the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of the Contingency.

Contingency

1 Employers Liability

Accidental Injury caused during the Period of Insurance to any Employee if such Injury arises out of and in the course of their employment by You within the Territorial Limits.

Our liability for all compensation, legal costs and expenses and solicitors' fees payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the Indemnity Limit stated in Section 4 of the Schedule.

Extensions

1 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

Provided that this indemnity shall not apply to the payment of fines or penalties.

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a £250 for You or any of Your directors or partners
- b £150 for any Employee.

3 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Injury caused during any Period of Insurance and arising out of and in the course of employment by You in the Business against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request indemnify up to the Indemnity Limit the said Employee or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a there is no appeal outstanding
- b if any payment is made hereunder the Employee or the personal representative of the Employee shall assign the judgement to Us
- c this extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance under any Road Traffic Act legislation is required.

4 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b at Your request:
 - i any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
 - ii any of Your directors or Employees in respect of liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
 - iii any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - iv any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability
- ii each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- iii We shall retain sole conduct and control of any claim
- iv where We are required to indemnify more than one party Our total liability shall not exceed the relevant Indemnity Limit.

Exclusion

- 1 This Section shall not apply to liability for Injury to any Employee (other than the driver) for which compulsory insurance or security is required by any road traffic legislation

Special Condition

1 Law Applicable

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man.

However, You will repay Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

Section 5 | Loss of Income and Loss of Book Debts

Definitions

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage.

Gross Income

The money paid or payable to You for goods sold (less the cost of purchases) and services rendered in the course of the Business either at the Premises or elsewhere.

Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with Our consent.

Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- 1 bad debts
- 2 debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
- 3 abnormal trading conditions affecting the Business
- 4 Your last record of amounts owed by customers.

Cover

1 Loss of Gross Income

If property used by You at the Premises or elsewhere as specified sustains Damage, for which liability has been admitted under Sections 1, 2 or 6 causing an interruption of the Business which results in loss of Gross Income We will indemnify You for the:

- a amount by which the Gross Income during the Indemnity Period, as a result of Damage, falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred
- b Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of the Damage, not exceeding the amount of Gross Income thereby avoided

less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage.

Provided that if at the time of any Damage the Sum Insured on Gross Income is less than the Gross Income which would have been earned in the Indemnity Period following the date of the Damage the amount payable will be proportionately reduced

- c auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

Extensions

Cover provided by this Section is extended to include loss of Gross Income following interruption of the business as a result of:

1 Prevention of Access

Damage to property in the vicinity of the Premises caused by any of the Contingencies insured under Section 2 which prevents or hinders use of or access to the Premises.

2 Public Utilities

- a accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:
 - i Your wilful act or neglect
 - ii a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
 - iii a scheme of rationing unless solely necessitated by accidental Damage to the supply undertaking's generating or supply equipment
 - iv any industrial action or drought
 - v any failure of supply lasting for less than thirty minutes

- b Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

3 Suppliers

Damage by any of the Contingencies insured under Section 2 to Property at the premises of any of Your suppliers (other than suppliers of electricity, gas, water, or telecommunication service) within the United Kingdom Channel Islands or Isle of Man up to a limit of 10% of the Sum Insured.

4 Closure

closure of any part of the Premises by a competent Authority due to defective drains or other sanitary arrangements, vermin or pests.

5 Disease

- a murder or suicide occurring at the Premises
- b the occurrence of the following diseases:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at the Premises
- c poisoning directly caused by the consumption of food or drink provided at the Premises

Provided the use of the Premises is restricted on the order or advice of a competent authority.

The maximum amount payable under each of a to c above is £25,000 during each Period of Insurance.

6 Public Emergency

the actions or advice of a competent Public Authority due to an emergency likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises excluding:

- a any loss during the first four hours
- b any period other than the actual period when access to the Premises was prevented
- c labour disputes
- d any loss occurring in Northern Ireland
- e infectious or contagious disease.

7 Book Debts

if Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain Damage from any of the Contingencies insured under Section 2 of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
- b the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- c auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

This Book Debts Extension does not cover loss as a result of:

- i erasure or distortion of information on computer systems or other records
 - a due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to said machine or apparatus
 - b due to defects in such records
- ii deliberate falsification of business records
- iii mislaying or misfiling of tapes and records
- iv the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- v wear and tear and gradual deterioration vermin rust damp or mildew
- vi dishonest or fraudulent acts by any of Your employees.

Special Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy:

- a in a locked, fire-resistant safe or cabinet at the Premises or
- b away from the Premises.

Special Conditions

1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 5 in the Schedule for each item.

2 Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

3 Accounting Adjustments

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded.

4 Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

5 First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Gross Income of the Business for the first financial year would have been had the Damage not occurred.

Section 6 | Other Contingencies

Sub Section 1 - Glass

Definitions

Glass

All fixed glass (including shelves showcases and mirrors).

Sanitary Ware

Fixed items of sanitary ware contained in Your Premises.

Cover

In the event of breakage of Glass or Sanitary Ware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass We will in addition pay for any boarding up costs reasonably incurred.

Extensions

We will also indemnify You in respect of:

- 1 damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4 accidental damage to goods incidental to the Business caused by breakage of Glass in display windows

Provided that Our liability under any or all of these Extensions shall not exceed the Sum Insured shown in the Schedule for any one incident.

Exclusions

This Sub Section does not cover breakage or Damage:

- 1 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
- 2 occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises
- 3 caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 2 of this Policy
- 4 of any item flawed or broken at the commencement of this insurance

- 5 in any portion of the Building which is Vacant or Disused.

Special Condition

1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

Sub Section 2 – All Risks on Fixed Signs

Cover

We will by payment or at Our option reinstate repair or indemnify You against Damage to any sign belonging to You or for which You are responsible situate fixed on the exterior of or outside and in the immediate vicinity of the Premises up to the Sum Insured stated in the Schedule.

Exclusions

We will not be liable under this Sub Section in respect of Damage:

- 1 occasioned by or happening through wear and tear the action of light or atmosphere moths vermin or insects
- 2 occasioned by or happening through any process of cleaning dyeing restoring adjusting or repairing
- 3 occasioned by or happening through corrosion dampness dryness wet or dry rot marring scratching bruising or deterioration
- 4 occasioned by or happening during erection fitting installation or removal
- 5 to any part arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair unless more specifically insured under the Policy Extensions.

Special Condition

1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

Sub Section 3 - Goods in Transit

Cover

We will Indemnify You in the event of Damage to the Trade Contents as defined in Section 2 whilst in transit by vehicles owned, hired or leased by You (including loading and unloading and temporary housing in course of transit) anywhere within the United Kingdom the Channel Islands the Isle of Man and the Republic of Ireland including sea transits between any of these territories.

Exclusions

We will not be liable under this Sub Section in respect of:

- 1 theft from any unattended vehicle unless:
 - a such vehicle is securely locked at all points of access
 - b between the hours of 9.00 p.m. and 6.00 a.m. the vehicle is kept within a securely locked building
- 2 the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- 3 damage due to natural deterioration
- 4 loss of market, Damage due to delay, indirect loss of any kind or any other loss as a direct consequence of Damage
- 5 damage to bills of exchange promissory notes money securities for money stamps precious stones jewellery bullion or loss or death of or injury to living creatures
- 6 spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the Property insured.

Special Conditions

1 Limit of Liability

The maximum amount payable in respect of any Item insured under this Sub Section is the Sum Insured stated in the Schedule.

2 Basis of Claims Settlement

The basis of claims settlement under this Sub Section is for:

- a Trade Contents other than Business Contents

We will pay You the value of the Property at the time of such Damage or at Our option reinstate or replace the

Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly.

b Business Contents

The Basis of Settlement shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

3 Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

4 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

Section 7 | Loss of Money

Definitions

Money

Cash, Bank and Currency Notes, Uncrossed Cheques, Girocheques, Postal Orders or Money Orders, unused current Postage Stamps, unaffixed National Insurance Stamps, National Savings and Holidays with Pay Stamps, Trading Stamps, Luncheon Vouchers, Mobile Phone Talk Vouchers, Gift Tokens, Consumer Redemption Vouchers, Travel Tickets, validated tickets for the National Lottery and Gaming Machine Tokens all belonging to You or which You have accepted responsibility.

Non-Negotiable Money

Crossed Cheques, Girocheques, Postal Orders, Money Orders, Bankers' Drafts, or Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards, National Savings Certificates, Premium Bonds, Credit and Debit Card Sales Vouchers and V.A.T Purchase Invoices.

Credit Card

Bank Charge Credit Debit or Cash Card.

Business Hours

The period during which the Premises are actually occupied for the purposes of the Business and during which You or Your employees entrusted with Money are in the Premises.

Cover

We will indemnify You in the event of loss of Money or Non-Negotiable Money whilst:

- 1 in transit
- 2 in a bank night safe and thereafter within the bank premises until at the bank's risk
- 3 in Your home or that of any of Your partners, directors or employees away from the Premises
- 4 in the Premises.

Extensions

1 Damage to Safes and Carrying Cases

We will indemnify You against such Damage in the event of Damage to any:

- a safe or strongroom
- b case, bag or waistcoat when used for the carriage of Money

directly associated with any theft or attempted theft therefrom except insofar as this cost is otherwise insured.

2 Unauthorised Use of Credit Cards

We will indemnify You against liability under the terms of issue of any Credit Card used in connection with the Business for loss following fraudulent use thereof by any unauthorised person, provided that Our liability during any one Period of Insurance shall not exceed £500.

It is a condition precedent to liability that:

- a any loss of Credit Cards has been reported to the police within 24 hours of discovering the loss
- b any loss of Credit Cards has been reported to the issuing company immediately
- c the Conditions of Issue of the Credit Cards have been complied with.

Exclusions

This Section does not cover any:

- 1 loss arising from fraud or dishonesty of any of Your employees unless discovered within 14 working days after the event
- 2 shortages due to error or omission
- 3 loss from an unattended vehicle
- 4 loss occurring in Northern Ireland consequent upon Riot or Civil Commotion
- 5 loss which but for the existence of this Section would have been covered by a Fidelity Guarantee policy except for any excess beyond the amount recoverable thereunder.

Special Conditions

1 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the limit stated in the Schedule.

2 Accompaniment Condition

It is a condition precedent to Our liability that Money (other than Non-Negotiable Money) in transit will be subject to the additional conditions as noted below:

- a whenever the amount exceeds £3,000 the Money must be in the possession of at least two able bodied adults
- b whenever the amount exceeds £6,000 the Money must be in the possession of at least two able bodied adults and contained within a cash carrying bag as stipulated or agreed by Us or at least three able bodied adults
- c whenever the amount exceeds £12,000 the Money must be in the possession of an approved security company
- d all journeys are to utilise varied routes and times.

3 Keys Clause

All keys or notes of combinations of safes or strongrooms shall be in Your custody or that of an authorised employee during Business Hours and not left in the Premises out of Business Hours.

4 Cash Tills

It is a condition precedent to Our liability that all cash till drawers after Business Hours be either left open or removed from the till with their contents elsewhere.

5 Money in Automated Teller Machines

It is a condition precedent to Our Liability under this policy in respect of any premises containing an ATM machine(s) that;

- a** the ATM(s) is secured to the floor by a minimum of four resin anchor bolts (minimum 12mm diameter to a minimum depth of 150mm) into a substantial concrete base of not less than 170mm thick
- b** the ATM(s) units are emptied at the end of each working day and the money within transferred to a suitably graded safe for the amount of cash involved or else deposited within a bank night safe. Such transfer to be carried out whilst the premises are locked and all customers excluded with at least two able bodied employees present during the transfer
- c** the ATM(s) door and security container within must be left open, empty and unlocked outside of Business Hours
- d** whenever the ATM(s) is opened the premises must be locked, all customers excluded and there must be at least two able bodied employees present
- e** notices must be prominently displayed within the premises stating that the ATM(s) hold no cash outside working hours.

Section 8 | Personal Accident (Assault)

Definitions

Person Insured

You or any of Your partners, directors or employees aged not less than 16 years nor more than 75 years.

Cover

If any Person Insured suffers bodily injury caused as the result of robbery or any attempt thereat in the course of the Business which shall independently of any other cause be the sole cause of death or disablement We will pay the Person Insured or their legal personal representative the Benefits stated against each Item in the Schedule for any of the Results specified below:

Results

- 1 Death (which shall not be presumed by disappearance of the Person Insured)
- 2 Disablement being:
 - a total and permanent loss of all sight in one or both eyes or
 - b total loss by physical severance or total and permanent loss of use of one or both hands or feet or
 - c permanent total disablement from usual occupation
- 3 Temporary total disablement from usual occupation
- 4 Temporary partial disablement from attending to a substantial and essential part of usual occupation
- 5 Incurred medical expenses

Extension

1 Personal Effects

In the event of Damage to the personal effects of the Person Insured following an assault by a person or persons attempting to steal Money or any other property We will pay for such Damage up to an amount not exceeding £500 in respect of each Person Insured.

Exclusions

This insurance shall not apply to any Result consequent upon the Person Insured suffering:

- a from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause
- b any Death or Disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)

- c any Death or Disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision UNLESS for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

Special Conditions

1 Limit of Liability

Benefits for:

- a Results 3 and 4 shall be payable for a period not exceeding 104 weeks in the aggregate from the commencement of the first Result to occur but both shall not be payable in respect of the same period of time
- b either or both of Results 3 and 4 shall be payable when the total amount has been agreed or at the request of the Person Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by Us.

Benefits shall not be payable for:

- i any of the Results occurring after two years of the injury causing such Result
- ii more than one of Results 1 and 2 and when payable for one of those Results Benefit shall not also be payable for either of Results 3 and 4 caused by the same injury nor for any of the Results caused by any subsequent injury to such Person Insured.

2 Referral to Medical Practitioner

In the event of any Disablement the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.

Section 9 | Specified All Risks

We will indemnify You in the event of accidental Damage happening within the Geographical Limits shown in the Schedule to the property described in the Schedule belonging to You or for which You are responsible the value of such property or the amount of Damage at the time of such Damage or at Our option reinstate or replace such property

Provided that Our liability in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

Geographical Limits

- A** Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man.
- B** Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.
- C** Worldwide which means anywhere in the world including the United Kingdom and Europe.

Exclusions

This Section does not cover:

- 1** Damage to the property insured caused by or consisting of:
 - a** inherent vice, latent defect, gradual deterioration, wear and tear, erosion, frost, change in water table level, seepage below ground level, its own faulty or defective design or materials
 - b** faulty or defective workmanship, operational error or omission on Your part or any of Your Employees
 - c** the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- 2** Damage caused by or consisting of:
 - a** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects
 - b** change in temperature, colour, flavour, texture or finish or the action of light

- c** theft or attempted theft
 - i** from an unattended vehicle between the hours of 6am and 9pm unless
 - a** all doors, windows and other openings are left closed, securely locked and fastened and
 - b** entry or access to the vehicle has been effected by forcible and violent means
 - ii** from the Premises whenever such premises are closed for business or left unattended unless all locks, bolts and other security devices including any intruder alarm system be put into full and effective operation
 - iii** other than from the Premises between the hours of 9pm and 6am unless the property insured is in the personal custody of You or any of Your Employees or in a securely locked or occupied building

Damage consisting of

- d** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - e** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection there with but this shall not exclude
 - i** such Damage not otherwise excluded which itself results from any of the Contingencies 1-11 within Section 2 of this Policy or from any other accidental Damage
 - ii** subsequent Damage which itself results from a cause not otherwise excluded
- 3** Damage caused by or consisting of
 - a** subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - b** acts of fraud or dishonesty
 - c** disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - d** electrical or magnetic injury, disturbance or erasure of electronic records other than by lightning
 - 4** Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from any of the Contingencies 1-10 within Section 1 of this Policy in so far as it is not otherwise excluded

- 5 Damage to moveable property in the open or in open-sided buildings caused by wind, rain, hail, sleet, snow, flood or dust
- 6 Damage to the Property insured
 - a caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair
- 7 Damage by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- 8 Damage to Money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses
- 9 Loss of market, loss of use, monetary devaluation or any indirect loss of any kind
- 10 Damage to the property insured whilst in transit by air unless the Property is being carried on board the aircraft as hand luggage.

Special Conditions

1 Basis of Claims Settlement

The Basis of Settlement for each and every item shall be on a Reinstatement Basis.

2 Excess

We shall not be liable under this Section for the amount of the Excess stated in the Schedule for each and every claim.

Section 10 | Loss of Licence

Definitions

Indemnity Period

The period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the Business shall be affected in consequence of the loss of licence provided that if the Premises are disposed of within the twelve months after the loss of licence the Indemnity Period shall terminate either:

- 1 upon disposal, or
- 2 12 months from the loss of licence whichever is the earlier.

Gross Income

The money paid or payable to You in respect of food drink and services less the cost of food and drink.

Cover

If the licence for the sale of excisable liquors which has been granted in respect of the Premises is forfeited suspended or withdrawn We will pay You:

- 1 the amount by which the Gross Income during the Indemnity Period falls short of the Gross Income during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence
- 2 any reasonable additional expenses incurred in maintaining the Gross Income during the Indemnity Period but not more than the loss avoided under 1 above

less any amount saved during the Indemnity Period in respect of reduced expenses due to the event.

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if forfeiture suspension or withdrawal of the licence had not occurred.

If the event occurs in the first trading year the payment under 1 above shall be based on the trading figures immediately before the forfeiture suspension or withdrawal of the licence.

- 3 the reduction in value of the Premises if You are unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and You sell the Premises
- 4 all costs and expenses incurred by You with Our written consent
- 5 auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

Exclusions

This Section does not cover any loss if:

- 1 You are entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
- 2 alterations to the Premises requiring the consent of the licensing or other authority shall be made without that consent
- 3 the Premises are closed for any period not required by law
- 4 the Premises are not maintained in a good state of sanitary condition or repair
- 5 the direction or requirement of the licensing or other authority is not complied with
- 6 the forfeiture or refusal to renew the licence occurs wholly or partly by or through Your misconduct procurement connivance neglect or omission or by any omission by You to take any step necessary to keep the licence in force
- 7 prior or subsequent to the refusal to renew or forfeiture of the licence the Premises are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences
- 8 attributable solely to a change in the water table level.

Exclusions 2 to 6 inclusive shall not apply where You or any other claimant under this Section prove to Our reasonable satisfaction that the matter was completely beyond Your or their power or control.

Special Conditions

1 Limit of Liability

The maximum amount payable during any Period of Insurance is the Compensation stated in the Schedule plus Professional Accountants Charges.

2 Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

3 Alternative Trading

If during the Indemnity Period food drink or accommodation shall be supplied or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the money paid or payable in respect of such food drink accommodation or services shall be brought into account in arriving at the reduction in Gross Income during the Indemnity Period.

4 Change in Circumstances

You shall on becoming aware of any:

- a complaint against the Business
- b proceedings against or conviction of the licence holder manager tenant or occupier of the Premises for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety
- c change in the tenancy or management of the Premises
- d transfer or proposed transfer of the licence
- e alteration in the purpose for which the Premises are used
- f objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to Us and supply such additional information and give such assistance as We may reasonably require.

5 Transfer of Licence

In the event of Your death bankruptcy or incapacity or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the tenant manager occupier or licence holder You shall where practicable and at Our request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

6 Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal You shall:

- a give notice in writing to Us within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
- b give all such assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew and allow Us and Our solicitors full discretion in the conduct of such proceedings
- c apply if practicable and if required by Us for the grant of such new licence for the same or alternative premises as may enable You to continue the Business in a similar or alternative form
- d provide a statement of Your loss if any together with such documents statements and accounts as may be reasonably required by Us to verify the same and also if required by Us make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give Us free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business.

Section 11 | Personal Accident

Definitions

Person Insured

You or Your partners directors or employees aged not less than 16 years nor more than 75 years when named in the Schedule.

Accident

Bodily injury caused solely by violent accidental external and visible means which injury shall within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

Cover

In the event of any Accident happening to the Person Insured who shall thereby suffer any of the Results We will pay the Person Insured or their legal personal representative the Benefit stated in the Schedule for that Result as specified below:

Result

- 1 Death (which shall not be presumed by disappearance of the Person Insured)
- 2 Permanent Disablement being:
 - a Total loss by permanent loss of all sight in one or both eyes
 - b Total loss by physical severance or total and permanent loss of use of one or both hands or feet
 - c Total and permanent disablement from engaging in or attending to business of any kind
- 3 Temporary Total Disablement from engaging in or attending to usual business

Exclusions

This Section shall not apply to an Accident or Result consequent upon:

- 1 the Person Insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.

The expression "aircraft" shall mean any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft.

- 2 the Person Insured engaging in:
 - a winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports.
 - b riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind.
- 3 the Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.
- 4 the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision UNLESS for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease.
- 5 intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life).
- 6 or contributed to by any Person Insured suffering from any pre-existing physical or mental defect or infirmity.
- 7 Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

Special Conditions

1 Limit of Liability

Compensation for Result 3 shall:

- a not exceed normal weekly net earnings
- b be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result
- c be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result 3 We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person Insured in connection with the injury causing the Result.

Compensation shall not be payable for more than one of the Results described under 1 or 2 above and when payable for one of those Results shall not be payable for Result 3 caused by the same Accident nor for any of the Results caused by any subsequent Accident.

2 Change in Circumstances

You shall give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section shall give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives shall in all cases effectually discharge Us.

Policy Extensions

The following Policy Extension(s) automatically apply:

Policy Extension 1: Equipment Breakdown

Definitions

Accident

Means:

- a** electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
- b** artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c** Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by You, or operated under Your control;
- d** Damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment;
- e** Damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment;
- f** Damage caused by or due to operator error; or
- g** Damage caused by materials being processed.

If an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.

Additional Expenses

Expenses incurred to clean up or dispose of the Covered Equipment resulting from contamination by a Hazardous Substance.

Breakdown

The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; or

Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative; or

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

Collapse

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

Computer Equipment

Equipment that is electronic, computer or other data processing equipment, including Media, Software and peripherals used in conjunction with such equipment belonging to You or for which You are responsible.

Covered Equipment

Equipment owned by You or for which You are responsible built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- a** Heating systems and hot water heaters;
- b** Air circulation, ventilation, air conditioning and non-process refrigeration systems;
- c** Electrical panels, emergency generators and electrical distribution systems;
- d** Security, alarm and sound systems;
- e** Lifts and escalators;
- f** Office equipment including telephone systems, fax machines, copiers and printers;
- g** Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers;
- h** Forklift trucks at the Premises;
- i** Domestic kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment.

Excluding:

- i** any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building
- ii** any insulating or refractory material
- iii** any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system
- iv** any water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- v** any vehicle, mobile equipment, aircraft, floating vessel including any equipment mounted on such vehicle, mobile equipment, aircraft or floating vessel
- vi** any construction plant or equipment
- vii** any tool, die, cutting edge, crushing surface, trailing cable, non-metallic lining, driving belt, or band, or any other part requiring periodic renewal
- viii** any equipment manufactured by You for sale
- ix** Computer Equipment
- x** equipment owned by your tenants.

Explosion

The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.

Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Production or Process Equipment

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

Perishable Goods

Any perishable good which it is normal practice to place into a refrigeration unit for purposes of preservation.

Cover

The insurance by Sections 1 (if operative) and 2 is extended to include cover for direct physical damage caused to Covered Equipment resulting from an Accident, subject to the terms, conditions, limitations and exclusions of the Policy and this Extension.

Additional Cover

The following Additional Covers also apply under this Extension. These Additional Covers do not increase the Limits or Sums insured shown in Your Schedule.

1 Hazardous Substances

We will cover You for Damage to Covered Equipment caused by contamination by a hazardous substance, including any Additional Expenses incurred.

Our maximum liability under this Additional Cover shall not exceed £10,000 in any one Period of Insurance which shall include, if shown as operative, any actual loss under Section 5 Loss of Income and Loss of Book Debts.

2 Computer Equipment

We shall be liable for Damage caused by or resulting from an Accident to Computer Equipment whilst at the Premises. Our maximum liability shall not exceed £250,000 any one Accident, including if shown as operative, any actual loss under Section 5 Loss of Income and Loss of Book Debts in respect of Damage to Computer Equipment.

Cover is also extended to include Damage caused by or resulting from an Accident to Computer Equipment occurring whilst such Equipment is at any situation in any member country of the EU, including whilst in transit to and from. Our maximum liability shall not exceed £5,000 any one Accident, including if shown as operative, any actual loss under Section 5 Loss of Income and Loss of Book Debts in respect of Damage to Computer Equipment whilst away from the Premises.

3 Reinstatement of Data

We shall be liable under this Extension for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment.

Provided that

- a liability is limited solely to the cost of reinstating data onto Media
- b We shall not be liable for any losses discovered later than six months after the loss was initiated
- c We shall not be liable for Damage to software
- d We shall not be liable under this Additional Cover for costs more specifically described under the Increased Costs Of Working Additional Cover

Our maximum liability in respect of this Additional Cover shall not exceed £25,000 in any one Period of Insurance.

4 Increased Costs of Working

We shall be liable to pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations.

Our maximum liability under this Additional Cover shall not exceed £25,000 in any one Period of Insurance.

5 Loss of Income and Loss of Book Debts

If cover is shown as operative in Your Schedule, We will cover You for loss as described under Section 5 Loss of Income and Loss of Book Debts caused by an Accident to Covered Equipment.

Our maximum liability under this Additional Cover shall not exceed £30,000 in any one Period of Insurance.

6 Perishable Goods

We will cover You for Damage to Perishable Goods owned by You or in any refrigeration unit owned by You due to change in temperature caused by an Accident or failure of the electricity supply.

We will not cover Damage caused

- a** by the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the supply of electricity
- b** by neglect or misuse
- c** by wear, tear, deterioration of the cabinet or other gradually operating cause
- d** as a result of incorrect setting of thermostats or automatic controlling devices.

We will not be liable for 20% of any loss where the refrigeration unit is over 10 years old.

Our maximum liability in respect of this Additional Cover shall not exceed £15,000 for frozen or chilled foods and £5,000 in respect of any other Perishable Goods for any one Accident.

7 Expediting Expenses

With respect to damaged Covered Equipment, We will pay for any reasonable costs necessarily incurred to make temporary repairs and expedite permanent repairs or permanent replacement.

Our maximum liability under this Additional Cover shall not exceed £20,000 in respect of any one Accident.

8 Public Authorities/Law or Ordinance

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

- a** Your actual expenditures for the cost to demolish and clear the site of undamaged parts.
- b** Your actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.
- c** loss as described under Section 5 Loss of Income and Loss of Book Debts caused by loss covered in **a** or **b** above

We shall not be liable for:

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

This Additional Cover is within and does not increase the Sum Insured shown in the schedule.

9 Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire charges actually incurred by You during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our maximum liability under this Additional Cover shall not exceed £5,000 in any one Period of Insurance.

10 Storage Tanks and Loss Of Contents

This Additional Cover extends to include loss or damage caused by an Accident to storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to You or for which You are responsible at the Premises. In addition this Additional Cover covers loss of the contents of storage tanks caused by

- a** escape of contents - leakage discharge or overflow from the storage tanks caused by or resulting from an Accident
- b** contamination - contamination of the contents of the storage tanks caused by or resulting from an Accident

including cleaning costs incurred as a result of such loss

This Additional Cover excludes

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

We shall not be liable for more than £7,500 under this Additional Cover in respect of any one Accident.

11 Loss Avoidance Measures

We will cover the reasonable costs necessarily incurred by You to take exceptional measures to prevent or mitigate impending Damage to Covered Equipment or Computer Equipment as a result of an Accident.

Provided that:

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

Our liability under this Additional Cover shall not exceed £5,000 in any one Period of Insurance.

12 Damage To Own Surrounding Property

We shall be liable for Damage to property belonging to You or in Your custody and control and for which You are responsible directly resulting from Explosion or Collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. For the purposes of this Additional Cover, Accident shall not include any losses under Section 5 Loss of Income and Loss of Book Debts resulting from Damage to Own Surrounding Property.

We shall not be liable for more than £1,000,000 under this Additional Cover in respect of any one Accident.

Additional Conditions

1 Precautions

You shall exercise due diligence in

- a** complying with any statute or order
- b** ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent Damage

2 Back Up Records

You shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

Exclusions

The following Exclusions apply in respect of this Policy Extension

- 1** We will not cover You for Damage caused by or resulting from
 - a** a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - b** any defect, virus, loss of data or other situation within Media or
 - c** depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, unless such Damage results from an Accident.
- 2** We will not be liable for Damage recoverable under the maintenance agreement or any Warranty or Guarantee, or which would be recoverable but for breach of Your obligations under the agreement.
- 3** We will not pay for delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media where You have not complied with Additional Condition 2 – Back Up Records.

Excess

An Excess of £200 applies in respect of each individual claim made under this Extension.

Optional Extensions

These Extensions are operative only if the number set against them appears in the appropriate place in the Schedule.

In respect of each of the following Extensions the terms conditions limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

Extension 1: All Risks Trade Contents

Section 2 is extended to include the following Contingency:

12 Any Other Accidental Damage but excluding:

- a** Damage caused by or resulting from:
 - i** wear and tear, the action of light or atmosphere, moths vermin or insects
 - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
 - iii** corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
 - iv** subsidence or ground heave of any part of the site on which the property stands, or landslip
- b** Damage to the Property insured caused by or consisting of
 - i** inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - ii** faulty or defective workmanship operational error or omission on Your part or any of Your Employees
 but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- c** Damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions
- d** Damage specifically excluded in the:
 - i** Contingencies 1-11 in Section 2
 - ii** Exclusions to Section 2
 - iii** General Exclusions
- e** normal maintenance or repair
- f** erasure or distortion of information on computer systems or other records unless more specifically insured under the Policy Extensions
- g** Damage by confiscation or detention by Customs or other officials or authorities
- h** Damage following dishonesty or fraudulent action by Your employees or any person lawfully on the Premises
- i** any shortage due to error or omission

- j** Damage to property in transit
- k** the amount of the Excess stated in the Schedule for each and every claim.

Extension 2: Hair and Beauty Treatment

Definitions

Standard Treatments shall mean:

- a** washing, cutting, styling and drying of hair
- b** tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser
- c** eyebrow and eyelash plucking, shaping and tinting
- d** manicure and pedicure (but not chiropody) including the application of acrylic coatings
- e** application of cosmetics and facial masks including ionisation and steaming treatments
- f** application of proprietary hair removal preparations other than electrolysis
- g** normal hairdressing work on wigs and hairpieces

Suitably Trained Person

In respect of beauty treatments (defined as **c**, **d**, **e** and **f** above) any person 18 years or over who has more than one year's continuous experience of beauty therapy

In respect of hairdressing (defined as **a**, **b** and **g** above) any person 18 years or over who has either

- a** more than 3 years' continuous experience of professional hairdressing or
- b** completed 2 years' technical college training in hairdressing

Cover

The cover provided by Section 3 extends to include liability arising out of any operation of the Standard Treatments in the Premises or elsewhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands (except any premises owned or occupied by You not being the Premises insured hereunder) by You or any of Your Employees.

Exclusions

We shall not be liable for any claim arising out of or attributable to:

- a** application by You or any one acting on Your behalf or use upon Your advice or any one acting on Your behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by You or anyone acting on Your behalf

- b** use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation
- c** any treatment carried out by any person other than a Suitably Trained Person except:
 - i** the washing and drying of hair, hairpieces or wigs
 - ii** whilst such person is under the direct and continuous supervision of a Suitably Trained Person
- d** vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectible beauty and aesthetic treatments or body piercing.

Special Conditions

- 1** Our maximum liability in respect of any one occurrence or series of occurrences arising out of any one cause and the total amount payable during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule in addition to costs and expenses incurred with Our written consent.
- 2** This Extension excludes liability arising from or caused by work undertaken on Your behalf by medically qualified clinicians unless You have established and maintain an administrative procedure for obtaining evidence that medically qualified clinicians effect public liability insurance that:
 - a** covers the work to be undertaken by the medically qualified clinician
 - b** is subject to an Indemnity Limit of not less than that provided by this Policy
 - c** includes an Indemnity to Principals Clause
 - d** remains in force throughout the duration of the contract with You

Extension 3: Work Away

Cover provided by Section 3 extends to apply whilst You and/or any of Your Employees are engaged in work in connection with the Business anywhere in the United Kingdom Isle of Man or Channel Islands (except any premises owned or occupied by You not being the Premises insured hereunder).

Extension 4: Injury to Working Partners

Cover provided by Section 4 is extended to include Injury sustained by any working partner provided that We shall only be liable under this Extension where:

- a** the Injury is sustained whilst such partner is working in connection with the Business

- b** the Injury is caused by the negligence of another partner or Employee whilst working in the Business.

Extension 5: All Risks The Structure

Section 1 is extended to include the following Contingency:

11 Any Other Accidental Damage but excluding:

- a** Damage caused by or resulting from:
 - i** wear and tear, the action of light or atmosphere, moths vermin or insects
 - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
 - iii** corrosion, dampness, dryness, wet or dry rot, marring, or scratching
 - iv** wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences
 - v** subsidence or ground heave of any part of the site on which the property stands, or landslip
 - vi** the normal settlement or bedding down of new structures
- b** Damage to the Property insured caused by or consisting of
 - i** inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - ii** faulty or defective workmanship operational error or omission on Your part or any of Your Employees
 but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- c** Damage specifically excluded in the:
 - i** Contingencies 1-10 in Section 1
 - ii** Exclusions to Section 1
 - iii** General Exclusions
- d** the collapse or cracking of Buildings
- e** the cost of normal maintenance, redecoration or repair
- f** Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy
- g** the amount of the Excess stated in the Schedule for each and every claim.

Endorsements

These Endorsements are operative only if the letter set against them appears in the appropriate place in the Schedule

Endorsement A: Subsidence, Ground Heave, Landslip

The following Contingency is added to Sections 2 and 1 (if operative) of this Policy.

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding:

- 1 Damage to yards car parks roads pavements swimming pools walls gates and fences unless also affecting a building insured hereby
- 2 Damage caused by or consisting of:
 - a the normal settlement or bedding down of new structures
 - b the settlement or movement of made-up ground
 - c coastal or river erosion
 - d defective design or workmanship or the use of defective materials
 - e fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- 3 Damage which originated prior to the inception of this cover
- 4 Damage resulting from:
 - i demolition construction structural alteration or repair of any property, or
 - ii groundworks or excavation at the same premises
- 5 the amount of the Excess stated in the Schedule for each and every claim.

Special Condition

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip:

- i You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- ii We shall then have the right to vary the terms or cancel the cover.

Endorsement B: Intruder Alarm Condition

Definitions

Intruder Alarm System: The component parts including the means of communication used to transmit signals.

Alarmed Premises: The Premises or those portions of the Premises protected by the Intruder Alarm System.

Responsible Person: You or any person authorised by You to be responsible for the security of the Premises.

Keyholder: You or any person or keyholding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to the Premises.

It is a condition precedent to Our liability in respect of Theft under this Policy that in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means:

- 1 The Premises are protected by an Intruder Alarm System installed as agreed with Us
- 2 The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with Us
- 3 No alteration to or substitution of:
 - a any part of the Intruder Alarm System
 - b the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
 - c the maintenance contract be made without Our written agreement
- 4 The Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement:
 - a unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
 - b if the Police have withdrawn their response to alarm calls
- 5 All keys to the Intruder Alarm System are removed from the Premises when they are left unattended
- 6 You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
- 7 You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities
- 8 In the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible

- 9** In the event that You receive any notification
- a** that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - b** from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - c** that the Intruder Alarm System cannot be returned to or maintained in full working order

You shall advise Us as soon as possible and in any event not later than 10.00a.m. on the next working day and comply with any subsequent requirements stipulated by Us.

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your Policy number.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,
NIG
Churchill Court Westmoreland Road Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pru**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.

