

Loss of Licence Section

Definitions applicable to this Section

Basis of claims settlement

means the depreciation in value of the interest of the **insured** in the **premises** and costs and expenses incurred by **you** with **our** written consent in connection with any appeal in respect of forfeiture of or refusal to renew such **licence**

Designated premises supervisor

means the person who holds a current personal licence

Insured/you/your

means the person or corporate body or organisation and any third party interest noted in the **appendix** or by **endorsement**. Each **insured** is considered to be a separate legal entity and the Insurance provided will operate as if a separate **policy** had been issued to each **insured** subject to the Limit of Liability

Licence

means licence granted to **you** in respect of the retail sale of excisable liquors at the **premises** as stated within the Licensing Act 2003 and does not include temporary event notices

Loss of Licence Section

Insurance Provided

Loss of **licence** arising solely from forfeiture under the provisions of the appropriate legislation covering the issue of such **licence** or refusal to renew the **licence** after due and proper application for renewal thereof as stated in the **appendix**

Limit of Liability

We will indemnify **you** up to but not exceeding the Total Sum Insured stated in the **appendix** in respect of any one **period of insurance** provided that if **we** are liable to indemnify more than one **insured** the aggregate amount of indemnity to all shall not exceed the Total Sum Insured stated in the **appendix**

Exclusions additional to the policy Exclusions

We will not indemnify **you**

- 1) in the event that compensation is payable to **you** by virtue of any legislation relating to the **licence**
- 2) if forfeiture or non-renewal of the **licence** is caused
 - 2.1) directly or indirectly by **your** or the **designated premises supervisor's** misconduct or procurement or connivance or neglect or omission or failure by **you** or the **designated premises supervisor** to take any step necessary for keeping the **licence** in force

2.2) by alteration of the **premises** without consent of the appropriate authority

2.3) by the **premises**

- a) being closed for any period which is not required by law
- b) not being maintained in a sanitary condition or satisfactory state of repair
- c) being required for any public purposes or affected by any scheme of Town and Country planning or redevelopment
- d) by alteration of the law affecting the issue of **licences**

3) for the loss of any extension to the normal opening hours

4) delay loss of market loss of use or **financial loss** subsequent or inevitable loss of any kind

5) the **excess** amount stated in the **appendix**

Conditions additional to the policy Conditions

Claims (additional action by **you**)

It is a **condition precedent** to **our** liability to indemnify **you** in relation to any claim under this **Loss of Licence Section** that in the **event** of the **licence** being forfeited or renewal being forfeited or renewal being refused **you** undertake to

- 1) give written notice to **us** within 24 hours of **your** becoming aware of such **event** stating the grounds upon which the decision was made
- 2) provide **us**
 - 2.1) within 30 days of the **licence** being forfeited or renewal being refused a written statement substantiating any claim with such documents statements and accounts as **we** may require to verify such claim
 - 2.2) free access to the **premises your** books of account or other business books or documents requested to ascertain the value of the **premises** and the goodwill in relation to the **licence**
- 3) give all such assistance as **we** may require for the purpose of an appeal against such forfeiture or refusal to renew
- 4) apply to be granted a new **licence** at the same of alternative **premises** to enable **you** to continue **your business** in similar or alternative form where practicable and or **we** so request

Claims (notification)

It is a **condition precedent** to **our** liability to indemnify **you** in relation to any claim under this **Loss of Licence Section** that **you** immediately notify **us** when **you** become aware of any

- 1) circumstance which may result in a claim
- 2) complaint prosecution or intended prosecution
 - 2.1) in respect of the **premises** or the conduct or control thereof

2.2) in relation to the honesty or moral standing of the **designated premises supervisor** of the **premises**

- 3) transfer or proposed transfer of the **licence** tenancy or management of the **premises**
- 4) objection to renewal of the **licence** or any other matter affecting the issue of such **licence**

Non-contribution

If the forfeiture or refused renewal of the **licence** which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance we shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected

Replacement

If

- 1) death bankruptcy or incapacity of
- 2) conviction of
- 3) desertion of the **premises** by

the **designated premises supervisor** of the **premises** happens and consequently the licence or its renewal may be endangered **you** will at **our** request take all practicable steps to secure the replacement of such person by a person who will be acceptable to the licensing justices or other authority for the transfer to or renewal of the **licence**