

# Restaurant and Takeaway Policy



# Introduction

Thank You for choosing Us as Your insurer.

This is Your Restaurant and Takeaway policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Your insurance adviser.

## Contents

This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

	Page
<b>Complaints Procedure</b>	3
<b>Important Information</b>	3
<b>The Contract of Insurance</b>	4
<b>Policy Definitions</b>	5
<b>Asset Protection – Property Damage</b>	7
<b>Asset Protection – Money and Assault</b>	23
<b>Asset Protection – Frozen Foods</b>	27
<b>Asset Protection – Employee Dishonesty</b>	28
<b>Revenue Protection – Business Interruption</b>	30
<b>Revenue Protection – Loss of Licence</b>	36
<b>Asset and Revenue Protection – Terrorism</b>	37
<b>Legal Liability – Employers’ Liability</b>	40
<b>Legal Liability – Public and Products Liability</b>	43
<b>Legal Liability – Commercial Legal Protection</b>	49
<b>Employee Benefits – Personal Accident</b>	57
<b>Policy Exclusion</b>	59
<b>Conditions Precedent</b>	63
<b>Policy Conditions</b>	66

## Useful Telephone Numbers

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### Claims Helpline (24 hours)

**0800 015 1498**

The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's new commercial products. As soon as you know about the problem you face – we will start to put the solutions in place.

Please have your policy number ready.

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### Legal and Tax Helpline (24 hours)

**0345 300 1899**

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free – all you pay for is the price of the call.

Please have your policy number ready.

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### Risk Services Helpline (office hours)

**0345 366 66 66**

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

Please have your policy number ready.

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### Counselling Service

**0117 934 0105**

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.

Please have your policy number ready.

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### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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## Complaints Procedure

### Our promise of service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

### What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser or usual Aviva point of contact.

### What will happen if You complain to Aviva

If We are unable to resolve Your concerns quickly, We will:

- Acknowledge Your complaint promptly.
- Assign a dedicated complaint expert who will review Your complaint.
- Carry out a thorough and impartial investigation.
- Keep you updated of the progress.
- Do everything We can to resolve things as quickly as possible.
- Provide a response within eight weeks of receiving Your complaint, this will inform You of the results of Our investigation or explain why this isn't possible.

Where We have been unable to resolve Your concerns or been unable to resolve Your complaint within eight weeks, You may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst We are bound by their decision, You are not. Contacting them will not affect Your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where You will find further information.

## Important Information

### Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

- (1) The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named Policyholder normally lives; or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

### Use of Language

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

### Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If You require any of these formats please contact Your insurance adviser.

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). Depending on the circumstances of Your claim You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if We cannot meet our obligations. See website [www.fscs.org.uk](http://www.fscs.org.uk).

# The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- Your policy wording;
- the information provided by You and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading "Important Information" which We give You when You take out or renew a policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

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## IMPORTANT

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

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## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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## Policy Definitions

Each time We Use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy e.g. Employee, except for headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

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**Computer and Electronic Equipment**

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

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**Condition Precedent**

A condition which must be complied with before We are liable for a claim.

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**Cyber Vandal**

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

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**Data**

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tape or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

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**Data Storage Materials**

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

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**Denial of Service Attack**

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

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**Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
  - (2) borrowed by or hired to You
  - (3) a labour master or supplied by a labour master
  - (4) employed by labour only sub-contractors
  - (5) self-employed
  - (6) under a work experience or training scheme
  - (7) regarded as being in Your employment under the terms of any contract or agreement
  - (8) a voluntary helper
- while working under Your control in connection with The Business
- (9) an outworker or homeworker when engaged in work on Your behalf.

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**Endorsement/  
Endorsements**

An alteration to the terms of the policy.

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**Excess/Excesses**

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.

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<b>Failure</b>	Any partial or complete reduction in the (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, of any (a) Computer and Electronic Equipment (b) electronic means of communication (c) website.
<b>Loss of Data</b>	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
<b>Malicious Contingency</b>	(1) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances (2) Malicious persons other than thieves and Cyber Vandals.
<b>Money</b>	Current (1) coin, bank and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
<b>Period of Insurance</b>	From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.
<b>Property Insured</b>	Property Insured as detailed in the Schedule.
<b>Schedule</b>	The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.
<b>Specified Contingency</b>	(1) Fire (2) Lightning (3) Explosion (4) Aircraft and other aerial devices or articles dropped from them (5) Earthquake (6) Storm or flood (7) Escape of water from any tank apparatus or pipe (8) Falling trees (9) Impact (10) Escape of fuel from any fixed oil heating installation.
<b>The Business</b>	Activities directly connected with The Business described in the statement of fact and specified in the Schedule.
<b>The Premises</b>	The Premises as stated in the statement of fact and specified in the Schedule.
<b>Virus or Similar Mechanism</b>	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
<b>We/Us/Our</b>	Aviva Insurance Limited.
<b>You/Your/Policyholder</b>	The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

## Asset Protection – Property Damage Specified Contingencies

### Definitions

Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Damage

Loss, destruction or damage.

### Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises after the application of average. See Policy Condition 3.

### Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises by the following Contingencies.

The Sum Insured under each item is subject to Average. See Policy Condition 3.

Property more specifically insured is excluded.

We will not indemnify You in respect of the Property Damage Excess.

### Contingencies

#### (1) Fire.

We will not indemnify You in respect of the Damage to that portion of any item caused by its self ignition.

#### (2) Lightning.

#### (3) Earthquake.

#### (4) Explosion.

We will not indemnify You in respect of Damage caused by the bursting of

(a) a boiler

(b) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You if

(a) the boiler is used only for domestic purposes

(b) fire as a result of explosion causes Damage.

#### (5) (a) Aircraft

(b) other aerial devices

or articles dropped from them.

#### (6) (a) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

We will not indemnify You in respect of Damage caused by work stoppages.

(b) Malicious Damage by persons not acting in connection with any political organisation.

We will not indemnify You in respect of theft or attempted theft.

#### (7) Storm or flood.

We will not indemnify You in respect of Damage

(a) due only to change in the water table level

(b) by frost

(c) by subsidence, ground heave or landslip

(d) to fences, gates and moveable property in the open.

#### (8) Escape of water from any tank, apparatus or pipe.

We will not indemnify You in respect of Damage

(a) caused by water from an automatic sprinkler installation

(b) while The Premises are unoccupied.

#### (9) Falling trees or radio/TV aerials.

We will not indemnify You in respect of Damage caused

(a) by subsidence, ground heave or landslip

(b) by felling, lopping or pruning of trees

(c) to fences, gates and moveable property in the open.

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- (10) Impact by any road vehicle or animal.
- (11) Leakage of fuel from any fixed oil heating installation.
- (12) Theft or attempted theft involving entry into or exit from The Premises by forcible and violent means  
or  
theft involving violence or threat of violence to You, or Your directors or Employees.  
We will not indemnify You in respect of Damage
- (a) caused by any person lawfully in The Premises
  - (b) where You or Your partners, directors or Employees or any member of Your household is involved
  - (c) from any building or part of any building not capable of being locked.
  - (d) from any yard, garden or open space
  - (e) to any showcase or automatic machine and contents fixed outside the Premises
- (13) Leakage of bulk supplied beverages from
- (a) fixed tanks
  - (b) pipes or apparatus.
- We will not indemnify You in respect of the beverage itself.
- (14) Consequential loss or damage of any kind.
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## Cover Extensions

### 1. Glass

#### Definition of Damage

Accidental loss, destruction or damage.

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of glass at The Premises
- (b) (i) Damage to
  - contents of display windows
  - window and door frames
- (ii) the cost of removing and reinstating obstructions to replacing glass
- (c) breakage of fixed
  - (i) washhand basins, pedestals, baths, sinks
  - (ii) lavatory bowls, bidets, cisterns
  - (iii) shower trays, splashbacksat The Premises.

The maximum that We will pay in respect of item (b)(i) and (ii) is £2,000 in the aggregate.

We will not indemnify You in respect of

- (1) breakage of glass in
    - (a) light fittings
    - (b) signs
    - (c) vehicles
    - (d) vending machines
  - (2) breakage
    - (a) to Stock in Trade or goods in trust
    - (b) while The Premises are unoccupied
    - (c) in transit or while being fitted
    - (d) caused by workmen carrying out alterations or repairs to The Premises
  - (3) the Property Damage Excess.
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## 2. Property in Transit

### Definitions

The following definitions apply to this Extension and shall keep the same meaning wherever they appear in the Extension.

#### Damage

Accidental loss, destruction or damage.

#### Occurrence

An event, or number of events, arising from a single cause.

#### Own Vehicle

Any motor vehicle and/or trailer which You own or operate.

#### Property Insured

Stock in Trade as defined in the policy Schedule.

#### Territorial Limits

Within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

#### Tools

Tools, tool kit or test equipment which You own or are hired by You, used by You in connection with The Business.

### Cover

We will indemnify You in respect of

#### (1) Damage to Property

- (a) Damage to the Property Insured while in transit in Your Own Vehicle used in connection with The Business including:

loading and unloading

and

while temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Limit stated in the Schedule.

- (b) Damage to Your own sheets, ropes, chains, toggles or packing materials while carried on any vehicle.

The maximum We will pay is £2,500 in respect of any one Occurrence.

- (c) Damage to You or Your driver's personal belongings in, or from, any Own Vehicle.

The maximum We will pay is £250 in respect of any one person for any one Occurrence.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) Damage to Tools

in or from any Own Vehicle

and

while temporary stored during transit.

The maximum We will pay in respect of any one Occurrence or from any Own Vehicle will be £250 and £1,000 in respect of all Occurrences in any one Period of Insurance.

- (e) Damage to the Property Insured while at exhibitions which do not exceed seven days duration.
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## (2) Debris Removal

Cost and expenses incurred with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transhipment and recovery charges
  - following collision, overturning or impact of Your Own Vehicle or container with any object, or incurred by You to reduce or prevent claims in the Territorial Limits in connection with The Business.

The maximum We will pay will be £2,500 in respect of any one Occurrence.

The maximum We will pay for all losses under (1) (b), (c), (d) and (2) is £5,000 in respect of any one Occurrence.

We will not indemnify You in respect of

- (1) Damage caused by or happening through
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) vermin, wear, tear, gradual deterioration or contamination
  - (d) an existing or hidden defect in the Property Insured
  - (e) delay
  - (f) inadequate documentation
  - (g) indirect or consequential loss
  - (h) the Property Insured's own
    - (i) mechanical
    - (ii) electric
    - (iii) electronic
    - (iv) electro magnetic derangement.

However, We will indemnify You if Damage is caused by accidental means.

- (2) shortage in weight.
  - (3) Damage to The Property Insured caused by deterioration or variation in temperature.
    - However, We will indemnify You if such Damage is caused as a result of Your Own Vehicle being directly involved in a road traffic accident.
  - (4) Damage caused by or happening through
    - (a) confiscation, requisition or destruction by order of the government or any public authority
    - (b) riot, civil commotion, strikers, locked out workers, persons taking part in a labour disturbance.
  - (5) Damage
    - (a) occurring outside the Territorial Limits
    - (b) not connected with The Business.
  - (6) Damage to
    - (a) audio and visual equipment
    - (b) clocks and watches
    - (c) computer hardware and software
    - (d) explosives
    - (e) furs and curios
    - (f) gold and silver articles
    - (g) jewellery and precious stones
    - (h) living creatures
    - (i) Money and bullion
    - (j) non-ferrous metals
    - (k) rare books and works of art

unless specifically stated in the Schedule.
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(7) Damage caused by theft or attempted theft of or from any unattended Own Vehicle to the Property Insured, Tools or personal belongings.

However, We will indemnify You, if You have ensured that

- (a) all doors, windows and other points of access have been locked where locks have been fitted
- and
- (b) all manufacturer's security devices have been put into effect
- and
- (c) the keys have been removed from the unattended Own Vehicle
- and
- (d) that unattached trailers have anti-hitching devices fitted and they are put into effect
- and
- (e) from 9pm until collected the next day by You or Your driver, the unattended Own Vehicle is
  - (i) parked within a locked building of substantial construction
  - or
  - (ii) parked within a locked compound surrounded by secure walls or fences.

(8) Damage to

The Property Insured or Tools while temporarily stored during transit for periods exceeding 30 consecutive days.

(9) the Property in Transit Excess.

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### 3. Subsidence

#### **Operative only if shown in the Schedule**

We will indemnify You in respect of Damage caused by subsidence of, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences

if

- (i) such property is specifically insured by this Section
- and
- (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse, cracking, shrinking or settlement of any building
  - (b) coastal or river erosion
  - (c) defective design or inadequate construction of foundations
  - (d) demolition, structural alteration or repair
  - (e) settlement or movement of made up ground.

(2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

(3) the Subsidence Excess.

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## Asset Protection – Property Damage – All Risks

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Damage

Accidental loss, destruction or damage.

### Defined Contingency

- (1) Fire
- (2) Lightning or earthquake
- (3) Explosion
- (4) Aircraft
- (5) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) Malicious persons other than thieves
- (7) Storm or flood
- (8) Escape of water from any tank, apparatus or pipe
- (9) Falling trees or radio/TV aerials
- (10) Impact
- (11) Leakage of fuel
- (12) Theft or attempted theft
- (13) Leakage of bulk supplied beverages.

### Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate Premises after the application of average. See Policy Condition 3.

### Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises.

The Sum Insured under each item is subject to Average. See Policy Condition 3.

### Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) an existing or hidden defect in the property
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design of the Property Insured or faulty materials Used in its construction
  - (e) faulty workmanship, operating error or omission by You or any Employee
  - (f) the bursting of
    - (i) a boiler
    - (ii) other equipmentwhere the internal pressure is due to steam only and belongs to You or is under Your control.However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage caused by or consisting of
  - (a)
    - (i) corrosion, rust or rot
    - (ii) shrinkage, evaporation or loss of weight
    - (iii) dampness or dryness
    - (iv) scratching
    - (v) vermin or insects
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture or finish

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- (c) (i) nipple or joint leakage or failure of welds
  - (ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (d) mechanical or electrical breakdown of the Property Insured.
- However, We will indemnify You in respect of
- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
  - (ii) any subsequent Damage which itself results from a cause not otherwise excluded.
- (3) Damage caused by pollution or contamination
- However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by
- (a) pollution or contamination which results from a Defined Contingency
  - (b) a Defined Contingency which results from pollution or contamination.
- (4) Damage caused by or consisting of
- (a) in respect of buildings only, subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.
- (5) Damage to
- (a) gates
  - (b) fences
  - (c) moveable property in the open
- by
- (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust.
- (6) Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.
- (7) Damage to the Property Insured resulting from its undergoing any process of
- (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair.
- However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (8) Damage while the building is unoccupied caused by
- (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons.
- However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (9) Damage to
- (a) china, earthenware, marble or other fragile objects (not including Stock in Trade)
  - (b) a structure caused by its own collapse or cracking.
- However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.
- (10) Damage to
- (a) property in the course of construction including materials for use in the construction
  - (b) (i) livestock
  - (ii) growing crops or trees
- unless specifically stated as insured in the Schedule.
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- (11) Damage caused by theft or attempted theft
    - (a) not involving entry into or exit from The Premises by forcible and violent means. However this does not apply to cover granted by Clause 5 – Changing Locks
    - (b) caused by any person lawfully in The Premises
    - (c) where You or Your partners, directors or Employees or any member of Your household is involved
    - (d) from any building or part of any building not capable of being locked
    - (e) from any yard, garden or open space
    - (f) to any showcase or automatic machine and contents fixed outside The Premises.
  - (12) Damage to property more specifically insured.
  - (13) the Property Damage Excess.
  - (14) Consequential loss or damage of any kind.
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## Cover Extensions

### 1. Glass

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of glass at The Premises
- (b) (i) Damage to
  - contents of display windows
  - window and door frames
- (ii) the cost of removing and reinstating obstructions to replacing glass
- (c) breakage of fixed
  - (i) washhand basins, pedestals, baths, sinks
  - (ii) lavatory bowls, bidets, cisterns
  - (iii) shower trays, splashbacksat The Premises.

The maximum that We will pay in respect of item (b)(i) and (ii) is £2,000 in the aggregate.

We will not indemnify You in respect of

- (1) breakage of glass in
  - (a) light fittings
  - (b) signs
  - (c) vehicles
  - (d) vending machines
- (2) breakage
  - (a) to Stock in Trade or goods in trust
  - (b) while The Premises are unoccupied
  - (c) in transit or while being fitted
  - (d) caused by workmen carrying out alterations or repairs to The Premises
- (3) the Property Damage Excess.

### 2. Property in Transit

#### Definitions

The following definitions apply to this Extension and shall keep the same meaning wherever they appear in the Extension

#### Occurrence

An event, or number of events, arising from a single cause.

#### Own Vehicle

Any motor vehicle and/or trailer which You own or operate.

#### Property Insured

Stock in Trade as defined in the policy Schedule.

#### Territorial Limits

Within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

#### Tools

Tools, tool kit or test equipment which You own or are hired by You, Used by You in connection with The Business.

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## Cover

We will indemnify You in respect of

### (1) Damage to Property

- (a) Damage to the Property Insured while in transit in Your Own Vehicle used in connection with The Business including:

loading and unloading

and

while temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Limit stated in the Schedule.

- (b) Damage to Your own sheets, ropes, chains, toggles or packing materials while carried on any vehicle.

The maximum We will pay is £2,500 in respect of any one Occurrence.

- (c) Damage to Your or Your drivers' personal belongings in, or from, any Own Vehicle.

The maximum We will pay is £250 in respect of any one person for any one Occurrence.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) Damage to Tools

in or from any Own Vehicle

and

while temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence or from any Own Vehicle will be £250 and £1,000 in respect of all Occurrences in any one Period of Insurance.

- (e) Damage to the Property Insured while at exhibitions which do not exceed seven days duration.

The maximum We will pay in respect of property at exhibition premises will not exceed £5,000 in respect of any one exhibition.

### (2) Debris Removal

Cost and expenses incurred with Our consent

- (a) in removing debris

- (b) in site clearance

- (c) for transhipment and recovery charges

following collision, overturning or impact of Your Own Vehicle or container with any object, or incurred by You to reduce or prevent claims in the Territorial Limits in connection with The Business.

The maximum We will pay will be £2,500 in respect of any one Occurrence.

The maximum We will pay for all losses under (1) (b), (c), (d) and (2) is £5,000 in respect of any one Occurrence.

We will not indemnify You in respect of

- (1) Damage caused by or happening through

- (a) defective or inadequate packing, insulation or labelling

- (b) evaporation or ordinary leakage

- (c) vermin, wear, tear, gradual deterioration or contamination

- (d) an existing or hidden defect in The Property Insured

- (e) delay

- (f) inadequate documentation

- (g) indirect or consequential loss

- (h) the Property Insured's own

- (i) mechanical

- (ii) electric

- (iii) electronic

- (iv) electro magnetic

derangement.

However, We will indemnify You if Damage is caused by accidental means.

- (2) shortage in weight.

- (3) Damage to The Property Insured caused by deterioration or variation in temperature.

However, We will indemnify You if such Damage is caused as a result of Your Own Vehicle being directly involved in a road traffic accident.

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- (4) Damage caused by or happening through
    - (a) confiscation, requisition or destruction by order of the government or any public authority
    - (b) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbance.
  - (5) Damage
    - (a) occurring outside the Territorial Limits
    - (b) not connected with The Business.
  - (6) Damage to
    - (a) audio and visual equipment
    - (b) clocks and watches
    - (c) computer hardware and software
    - (d) explosives
    - (e) furs and curios
    - (f) jewellery and precious stones
    - (g) living creatures
    - (h) Money and bullion
    - (i) non-ferrous metals
    - (j) rare books and works of artunless specifically stated in the Schedule.
  - (7) Damage caused by theft or attempted theft of or from any unattended Own Vehicle to The Property, Tools or personal belongings.  
However, We will indemnify You, if You have ensured that
    - (a) all doors, windows and other points of access have been locked where locks have been fitted  
and
    - (b) all manufacturer's security devices have been put into effect  
and
    - (c) the keys have been removed from the unattended Own Vehicle  
and
    - (d) that unattached trailers have anti-hitching devices fitted and they are put into effect  
and
    - (e) from 9pm until collected the next day by You or Your driver, the unattended Own Vehicle is
      - (i) parked within a locked building of substantial construction  
or
      - (ii) parked within a locked compound surrounded by secure walls or fences.
  - (8) Damage to  
The Property Insured or Tools while temporarily stored during transit for periods exceeding 30 consecutive days.
  - (9) the Property in Transit Excess.
- 

### 3. Subsidence

#### **Operative only if shown in the Schedule**

We will indemnify You in respect of Damage to the Property Insured at The Premises caused by subsidence of, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences

if

- (i) such property is specifically insured by this Section  
and

- (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse, cracking, shrinking or settlement of any building
  - (b) coastal or river erosion
  - (c) defective design or inadequate construction of foundations
  - (d) demolition, structural alteration or repair
  - (e) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

- (3) the Subsidence Excess.
-

The following Clauses apply to both the Buildings and Contents items where insured.

### **1. All Other Contents**

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost
- (d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.

The maximum that We will pay for any one person's property is £1,000.

- (e) visitors' personal belongings.

The maximum that We will pay for any one visitors' property is £1,000.

- (f) paintings, curios or other works of art.

The maximum that We will pay is £5,000 in respect of any one item.

- (g) wines, spirits, cigarettes and tobacco held for Your own private entertainment purposes.

The maximum that We will pay is £500 any one loss.

- (h) trade samples and goods in trust held at The Premises.

The maximum that We will pay is £1,000 any one loss.

### **2. Automatic Reinstatement of Sum Insured**

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

#### **3. (i) Basis of Claim Settlement – Reinstatement**

- (a) If Property Insured other than Stock in Trade, Employees' pedal cycles or personal belongings is destroyed We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the Property Insured under that item is greater than the Sum Insured at the time the Damage occurred You will be liable to pay a proportionate share of the loss.
- (e) We will not pay under this clause
  - (i) until You have incurred the cost of replacing or repairing the property
  - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - (iii) if You do not comply with any of the terms of this clause.

#### **3. (ii) Basis of Claim Settlement – Indemnity**

- (a) If Stock in Trade, Employees' pedal cycles or personal belongings are lost, destroyed or Damaged, We will pay
    - (i) for its' replacement or repair to a condition as good as, but not better or more extensive than, its' condition immediately prior to Damage; or
    - (ii) at Our option, the reduced value of the Property Insured.
  - (b) We will not pay under this clause
    - (i) until You have incurred the cost of replacing or repairing the property
    - (ii) if You do not comply with the terms of this cover.
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#### 4. Business Cover Away from The Premises

In respect of Trade Fixtures, Fittings, Utensils and All Other Contents belonging to You or held by You in trust for which You are responsible We will indemnify You in respect of Damage to the Property Insured whilst anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the European Union including whilst in transit thereto and there from.

The maximum We will pay in respect of this clause is 15% of the Sum Insured

Or

£2,500 in respect of any one item.

We will not indemnify You in respect of

(1) Damage caused by

- (a) faulty design of the Property Insured or faulty materials used in its construction
- (b) faulty workmanship
- (c) change in temperature
- (d) (i) rot
  - (ii) vermin or insects
  - (iii) scratching
- (e) acts of fraud or dishonesty
- (f) mechanical or electrical breakdown of the Property Insured
- (g) (i) unexplained or inventory shortage
  - (ii) misfiling or misplacing of information
  - (iii) clerical error
- (h) depreciation, gradual deterioration or wear and tear.

(2) Damage caused by theft or attempted theft

- (a) where You or Your partners or any Employee or any member of Your household is involved
- (b) from any unattended vehicle where
  - (i) all doors and windows have not been locked
  - (ii) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight.

(3) Damage to the Property Insured caused by

- (a) its undergoing any process including
  - (i) testing
  - (ii) repairing
  - (iii) adjusting
  - (iv) servicing or maintenance
- (b) escape of water from any tank, apparatus or pipe while contained in a building which is unoccupied.

#### 5. Changing Locks

We will pay for the cost of changing locks at The Premises if keys are lost from

- (a) The Premises
  - (b) Your home
  - (c) The home of any authorised Employee
- following theft or attempted theft

or

whilst in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupies The Premises.

The maximum We will pay for any one loss is £1,000.

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## 6. Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the buildings are

- (a) constructed of brick, stone or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos with no more than 10% of other materials
- (c) occupied for the sole purpose of The Business and otherwise only as offices or a private dwelling.

## 7. Debris Removal

The Sum Insured for each item, except on stock and materials in trade, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section
- (c) more specifically insured.

## 8. European Union & Public Authorities

Following Damage as insured under this Section, to any item on buildings, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Community Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period
  - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one item is the item Sum Insured.

## 9. Fire Brigade Damage to Gardens

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following damage caused by Fire Brigade equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one occurrence is £1,000.

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## **10. Lamps, Signs and Nameplates**

We will indemnify You in respect of Damage to The Business

- (a) lamps
- (b) signs
- (c) nameplates

at The Premises.

The maximum that We will pay in respect of any one item is £500.

We will not indemnify You in respect of Damage arising from

- (1) mechanical or electrical breakdown
- (2) wear and tear
- (3) corrosion or rot.

## **11. Limit of liability**

The maximum We will pay under this Section will not exceed the Sums Insured in the Schedule.

## **12. Loss of Metered Water**

We will pay for charges that You are responsible for, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum that We will pay is £10,000 any one occurrence.

## **13. Professional Fees**

The Sum Insured for each building item includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify You in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

## **14. Seasonal Increase**

We will increase the Sum Insured on each item of Stock in the Schedule by 30% for the months of November, December and January or for any other three month period selected by You and stated in the Schedule.

## **15. Temporary Removal**

We will indemnify You in respect of Damage to the Property Insured, other than Stock in Trade, while temporarily removed for

- (a) cleaning
- (b) renovation
- (c) repair.

The maximum We will pay is 15% of the Sum Insured.

## **16. Theft Damage to Buildings**

We will indemnify You in respect of Damage to Buildings at The Premises for which You are responsible caused by theft or attempted theft from The Premises. Our liability will not exceed the total Sum Insured under this Section.

## **17. Transfer of Interest**

If at the time of Damage to a building insured under this Section, You have entered into a contract to sell Your interest in it, but

- (a) the contract has not yet been completed
- (b) the building has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures that building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

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## 18. Underground Services

Where We provide indemnity in respect of Your Buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the Buildings to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) accidental damage caused by
  - (a) (i) gradual deterioration or wear and tear
  - (ii) corrosion, rust, rot or fungus
  - (iii) vermin or insects
  - (iv) atmospheric or climatic conditions
  - (v) normal settlement or shrinkage
- (b) faulty workmanship, defective design or the use of defective materials.

## 19. Capital Additions

We will indemnify You in respect of loss, destruction or damage to

- (1) newly built and/or newly acquired buildings and/or trade fixtures and fittings
- (2) alterations, additions and improvements to buildings and/or trade fixtures and fittings, but not in respect of any appreciation value

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one location under this Clause is

- (a) 10% of the total Buildings and trade fixtures and fittings Sum Insured by this Section
- or
- (b) £500,000

whichever is the lower.

You must provide Us with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with Us, from the date Our exposure commenced.

## 20. Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
- and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £10,000 in any one Period of Insurance.

## 21. Homeworking

We will provide cover for Damage to the Property Insured whilst at the permanent residence of any Director, Partner or Employee within Great Britain, Northern Ireland, The Channel Islands, the Isle of Man or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.

The maximum We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is £5,000 and shall not exceed the Sum Insured for the Property Insured.

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**Endorsements and  
Conditions Precedent**

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**Conditions Precedent**

This Section is subject to any Endorsement and Conditions Precedent stated in the Schedule as applying.

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The following Conditions Precedent apply.

**1. Due Care**

It is a Condition Precedent to Our liability under Cover Extension 2. Property in Transit that You must

(a) take all reasonable measures to

(i) prevent Damage

and

(ii) secure loads properly

and

(iii) maintain Your Own Vehicle in accordance with current law

and

(iv) ensure any Own Vehicle is suitable for the purpose for which it is to be used

(b) allow Us access to examine any Own Vehicle which You operate or premises from which You operate.

**2. Temporary Storage**

It is a Condition Precedent to Our liability under Cover Extension 2. Property in Transit that if the Property Insured or Tools are temporarily stored on or off Own Vehicles in Your buildings

You must

ensure that all points of access to Your buildings are securely closed and locked, where locks have been fitted, when

(a) they are left unattended

or

(b) You are closed for business.

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## Asset Protection – Money and Assault

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Bodily Injury

Bodily injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

### Business Hours

Your normal working hours and any other period during which You or any Employee entrusted with Money is on The Premises in connection with The Business.

### Insured Person

You or Your directors, principals or Employees aged between 16 and 65.

### Loss of Limb

- (1) severance at or above the wrist or ankle  
or
- (2) total and permanent loss of use of a hand, arm, foot or leg.

### Cover

#### Money

We will indemnify You in respect of

- (1) loss of Money, which
  - (a) belongs to You  
or
  - (b) You are responsible for  
in connection with The Business up to the Limit Any One Loss set against each item in the Specification below
- (2) loss or damage to
  - (a) any case, bag, or waistcoat used for carrying Money following theft or attempted theft
  - (b) clothing and personal belongings owned by You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft involving violence or threat of violence away from The Premises.

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**Specification****Item 1**

	<b>Limit Any One Loss</b>
Stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000

**Item 2 – Money other than described in Item 1**

	<b>Limit Any One Loss</b>
(a) in transit or in a bank night safe until removed by a bank official	As stated in the Any other loss of Money Limit in the Schedule
(b) on contract sites while You or any Employee is working there	As stated in the Any other loss of Money Limit in the Schedule
(c) at Your home or the home of any Employee or principal	£500

**Item 3 – Money other than described in Item 1 on The Premises**

	<b>Limit Any One Loss</b>
(a) during Business Hours	As stated in the Any other loss of Money Limit in the Schedule
(b) contained in a locked safe outside Business Hours	As stated in the Schedule
(c) not contained in a locked safe outside Business Hours	£500
(d) in vending or gaming machines on The Premises	£500

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**Exclusions**

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) shortages due to clerical or accounting errors
  - (2) loss due to the dishonesty of Your principals or any Employee
    - (a) not discovered within seven working days of the loss
    - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
  - (3) loss of Money from unattended vehicles
  - (4) loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
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**Assault**

We will pay compensation to You for Bodily Injury to an Insured Person caused by theft or attempted theft, which happens in the course of The Business and results in any of the following contingencies

- (1) death – occurring within 24 months of Bodily Injury
- (2) total and permanent loss of sight in one or both eyes – occurring within 24 months of Bodily Injury
- (3) loss of one or more limbs – occurring within 24 months of Bodily Injury
- (4) any other total and permanent disablement which, after 24 months of the occurrence, prevents the Insured Person from pursuing any occupation
- (5) total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
- (6) partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.

**Clauses****1. Amounts Payable**

- (a) We will pay
  - (i) weekly compensation at 4 weekly intervals
  - (ii) compensation under contingencies (5) and (6) for a maximum of 2 years from the date that the disablement started
- (b) weekly compensation being paid for the same injury will end if We pay compensation under any of contingencies (1) – (4)
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies (1) – (4)

- (d) We will pay the following compensation

Contingency Number	Compensation
(1)	£10,000
(2)	£10,000
(3)	£10,000
(4)	£10,000
(5)	£100 per week
(6)	£100 per week

**2. Medical Evidence**

- (a) We may require
  - (i) an Insured Person to undergo medical examination
  - or
  - (ii) a post mortem to be carried out at Our expense.
- (b) You, or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format We require.

**3. Medical Expenses**

When We pay compensation under contingencies (5) or (6), We will pay up to 15% of this amount in respect of medical expenses incurred.

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**Endorsements and  
Conditions Precedent**

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**Conditions Precedent**

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

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The following Conditions Precedent apply.

**1. Records and Key Security**

It is a Condition Precedent to Our liability that

- (a) You shall keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) outside Business Hours the safe or strong room will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any authorised Employee in which case the keys will be kept in a secure place away from any safe or strong room.

**2. Money in Transit**

It is a Condition Precedent to Our liability for Money (other than stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed banker's drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices) in transit that

- (a) it be accompanied by the following number of persons
  - over £2,000 up to £5,000 at least 2 persons
  - over £5,000 up to £8,000 at least 3 persons
  - over £8,000 at least 4 persons
- (b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

Our liability will not exceed the limits stated in the Schedule.

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## Asset Protection – Frozen Foods

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Damage

Loss, destruction or damage.

### Cover

We will indemnify You in respect of Damage, by deterioration or contamination, to food belonging to You or for which You are responsible, while contained in any refrigeration unit due to

- (1) a change in temperature as a result of
  - (a) the breaking, distortion or burning out of any part of the
    - (i) unit
    - (ii) unit wiring
    - (iii) supply cable to the unit, including the plug and fuse caused by mechanical or electrical defects in the unit while it is being Used under normal working conditions
  - (b) failure of temperature controls to operate correctly
  - (c) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority.
- (2) accidental leakage of refrigerant or refrigerant fumes from the unit.

The Sum Insured under this Section is subject to average. See Policy Condition 3.

### Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
  - (b) failure to correctly set any temperature controls
- (2) 10% of each and every loss (minimum £25) following the application of average where Damage involves refrigerating units over 5 years old at the time of Damage
- (3) Any unit which is more than 10 years old.

### Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

### Condition Precedent

The following Condition Precedent applies.

#### 1. Maintenance

It is a Condition Precedent to Our liability that on the expiry of any guarantee period, You will arrange a maintenance contract on any refrigeration unit which does not have an airtight, sealed motor and compressor.

## Asset Protection – Employee Dishonesty

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### The Controls

- (1) All cheques You issue with a value exceeding £5,000 will either be signed by two authorised signatories or by one authorised signatory who has more than a 5% interest or share in the Policyholder. All cheque signatories will verify the invoices and any other vouchers against the cheque.
- (2) All Money received will be paid into Your bank in full within 3 days of receipt.
- (3) Where credit is allowed statements of account will be issued direct to Customer independently of Employees who receive or collect Money. If it is not possible to achieve the required independence all amounts more than one month overdue including amounts in suppressed and suspense accounts will be investigated independently or by a person who controls more than a 5% interest or share in the Policyholder.
- (4) At least monthly and independently of the Employees responsible, Your records of Money received and expended will be reconciled with bank statements, stamped paying-in slips, receipt counterfoils, vouchers, cash in hand and unrepresented cheques to produce a balance. If it is not possible to achieve the required independence the reconciliation will be checked by an independent person or a person who controls more than a 5% interest or share in the Policyholder.
- (5) Petty cash will be subject to a full reconciliation and balance including a check of the receipts and vouchers at least monthly and independently of the Employees responsible.
- (6) All stocks will be subject to independent physical checks against verified stock records. The maximum period between any two checks will be 14 days in respect of alcoholic beverages and tobacco products and three months in respect of all other stocks.

### Discovery Period

The period of 12 months commencing on the date the act or acts of fraud or dishonesty are committed.

### Employee Dishonesty Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim.

### Improper Gain

The improper financial benefit to the Employee or any other person or organisation which does not form part of You but was intended by that Employee to receive such benefit.

Improper Gain does not include the payment of or increase in salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits.

### Limit of Indemnity

Our maximum liability for One Claim will not exceed the limit stated in the Schedule (but see Clause 1 Our Liability).

### One Claim

All acts of fraud or dishonesty committed by any one Employee or Employees acting in collusion during the whole period that this Section remains in force. See Clause 2 Non-Accumulation of Liability.

### References

Written or fully documented verbal references obtained directly from (1) to (5) below for the period of 2 years immediately preceding the commencement of employment of the Employee with You

- (1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the Employee
- (2) the accountant and one other customer in respect of any period(s) of self-employment confirming the dates and honesty of the Employee
- (3) the school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Employee
- (4) the Job Centre in respect of any period(s) of unemployment of the Employee
- (5) where the Employee has been discharged from H.M. Forces You should take a copy of the original discharge papers as evidence of the dates of service.

The maximum gap between two consecutive references without a further reference for the gap should be 28 days. If You cannot obtain a reference for any period You must obtain evidence of what the Employee was doing which must not indicate dishonesty (e.g. for overseas travel the evidence might be a copy of the passport).

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**Cover**

We will indemnify You against direct loss of Money or other property owned by You which occurs while this Section remains in force arising solely and directly as a result of any acts of fraud or dishonesty by any of Your Employees

- (1) committed while this Section remains in force with the clear intention of making and which result in Improper Gain  
and
- (2) discovered and notified to us during the Discovery Period.

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**Auditors' Fees**

We will also indemnify You up to a maximum of £2,500 against the cost of any professional audit necessarily incurred with Our written agreement solely to formulate the amount of loss. This cost is payable in addition to the Limit of Indemnity.

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**Exclusions**

We will not indemnify You in respect of

- (1) loss caused by or involving any Employee
  - (a) who You do not have the right to supervise and direct
  - (b) who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the Policyholder
  - (c) subsequent to discovery by You of actual or suspected dishonesty by the Employee
  - (d) whose normal place of employment is outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
  - (e) whom You are unable to identify by name.
- (2) the Employee Dishonesty Excess
- (3) any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone
- (4) loss of a consequential nature including but not limited to loss of potential income interest and dividends
- (5) penalties and fines
- (6) loss covered by the Money and Assault Section of this policy except for any amount in excess of that Section.

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**Clauses****1. Our Liability**

Our liability shall not exceed the Limit of Indemnity plus the amount We have agreed to for auditors' fees up to the maximum amount.

If You are unable to produce References for every Employee involved or implicated in a claim the maximum We will pay in respect of any One Claim will be £2,500 and We will not indemnify You against auditors' fees.

If You have not operated and complied with The Controls the maximum We will pay in respect of any One Claim will be £2,500 and We will not indemnify You against auditors' fees.

**2. Non-Accumulation of Liability**

If a claim results from acts of fraud or dishonesty committed in more than one Period of Insurance Our liability does not accumulate. All such acts will form part of One Claim and the most We will pay for all acts no matter in what Period of Insurance they were committed by any one Employee or Employees acting in collusion will be as stated above in Our Liability.

**3. References**

You should retain References for all Employees as You will need to produce them for each Employee involved or implicated in a claim who was engaged on or after the commencement date of this Section.

**4. Employees' Property**

Any Money salary, bond, deposit and other property in Your possession belonging to or owing to or in respect of an Employee who is the subject of a claim must be deducted from the amount of Your claim.

**5. Recoveries**

If any amounts are recovered they will be distributed first to cover the costs of recovery then to You for the amount of Your loss in excess of the Limit of Indemnity then to Us for the amount paid under the claim and then to You for the Employee Dishonesty Excess.

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**Endorsements and Conditions Precedent**

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

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# Revenue Protection – Business Interruption

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Notes

- (1) All terms in this Section exclude Value Added Tax to the extent that You are accountable to the tax authorities for value added tax.
- (2) Any adjustment made for current cost accounting will be ignored.

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### Item on Income

#### Damage

As described in the Property Damage Section.

#### Income

The money paid or payable to You for goods sold and for services rendered less the purchase cost of food, drink and tobacco provided on or sold from The Premises.

#### Indemnity Period

The period during which The Business results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in the Schedule.

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### Item on Book Debts

#### Customers' Accounts

Your accounts for all Customers who trade with You on a credit or hire purchase basis.

#### Damage

Accidental loss, destruction or damage.

#### Book Debts

The total last recorded by You under the provisions of Condition Precedent 2. Debit Recording adjusted for

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
- (3) any abnormal condition of trade which had or could have had a material effect on The Business.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

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## Cover

### 1. Income

We will indemnify You in respect of loss of Income resulting from Damage to Property Insured Used by You at The Premises for the purpose of The Business to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such Property Insured.

The amount payable will be

- (a) the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
- (b) any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.

We will not pay more than We would pay under (a) above.

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

less any savings during the Indemnity Period in respect of business charges or expenses payable out of Income which reduce or stop due to the Damage.

The total amount payable during any Period of Insurance is the Limit stated in the Schedule.

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## 2. Book Debts

We will indemnify You in respect of loss sustained by You for Book Debts directly due to Damage at The Premises to Your books of account, other business books or records.

The amount payable in respect of any one occurrence of Damage will not exceed

- (a) the difference between
  - (i) the Book Debts
  - and
  - (ii) the total of the amounts received or traced
- (b) the additional expenditure incurred with Our consent in tracing and establishing Customers' debit balances after the Damage
- (c) if We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountants charges for

- (i) producing information We require for investigating any claim
- and
- (ii) confirming the information in accordance with Your business books.

The maximum We will pay for any claim, including professional accountants fees, is the limit stated in the Schedule.

We will not indemnify You in respect of

- (1) loss due to records being mislaid or misfiled
- (2) loss arising from deliberate falsification of records
- (3) failure to collect debts which have been traced and established.

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## Clauses

We will also indemnify You in respect of loss of Income as insured under this Section resulting from

### 1. Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises.

### 2. Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

We will provide cover in respect of interruption or interference with The Business during the Period of Insurance which restricts the use of, or results in closure of, The Premises on the order or advice of the competent authority and which directly results in a reduction in Income of The Business following

- (a) A Specified Disease occurring at The Premises
- (b) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (c) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease
- (d) The discovery of vermin or pests at The Premises
- (e) Any accident causing defects in the drains or other sanitary arrangements, at The Premises
- (f) Any occurrence of murder or suicide at The Premises.

Any Automatic Reinstatement provision does not apply to this Clause.

The most We will pay for all losses in respect of any one Period of Insurance is £25,000.

We will not provide cover for any

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) interruption or interference lasting less than 72 consecutive hours.

**For the purposes of this Clause, Specified Disease means any of the following diseases contracted by any person:**

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid Fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping Cough.

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**The following definitions also apply to Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide**

**Indemnity Period**

The period during which the results of Your Business are affected due to the accident, occurrence or discovery starting from the date Your Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

**Maximum Indemnity Period**

Three months.

**3. Prevention of Access**

Damage to property within one mile of the boundary of The Premises which physically prevents or restricts access to The Premises.

The most We will pay for all losses in respect of any one Period of Insurance is £50,000.

We will not provide cover for any

- (a) action taken in controlling, preventing or suppressing the spread of any disease,
- (b) danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission,
- (c) any interruption or interference which lasts less than 72 consecutive hours.

**4. Failure of Utilities**

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertaking's feed to The Premises

We will not indemnify You in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) accidental failure lasting more than 7 consecutive days
  - (i) for Your supply of electricity unless the failure results from Damage to any generating sub station of Your supplier of electricity in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - (ii) for Your supply of gas unless the failure is as result of Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - (iii) for Your supply of water unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (c) the deliberate act of any supply authority
- (d) the exercise of any supply authority power to withdraw or restrict supply
- (e) industrial action
- (f) drought.

The maximum We will pay will be

- (i) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage
- (ii) £100,000 maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage.

**5. Suppliers**

Damage to any of Your suppliers' premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay under this clause will not exceed £25,000 in respect of any one occurrence.

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## 6. Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of accidental failure

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) drought or other weather conditions unless equipment has been damaged
- (e) lasting less than 24 consecutive hours
- (f) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The maximum We will pay will be

- (i) £100 for each day in respect of any one failure
- (ii) £2,500 in respect of all failures in any one Period of Insurance.

## 7. Transit

Damage to Your property while in transit by

- (a) road
- (b) rail
- (c) inland waterway

all in Great Britain or Northern Ireland.

The undernoted property is not included

- (i) road or rail vehicles
- (ii) waterborne craft.

The maximum We will pay under this clause will not exceed £5,000 in respect of any one occurrence.

## 8. Loss of Attraction

Damage to property in the vicinity of The Premises by any cause insured under the Property Damage Section, which causes a loss of custom to The Business directly due to a reduction in Customers visiting the area

Damage to property or premises within one mile of the boundary of The Premises which causes a loss of custom to The Business directly due to a reduction of customers visiting the area.

The most We will pay for all losses in respect of any one Period of Insurance is £50,000.

We will not indemnify You in respect of any

- (a) action taken in controlling, preventing or suppressing the spread of any disease,
- (b) danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission,
- (c) interruption or interference lasting less than 72 consecutive hours.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Clause.

The following definitions apply to this cover item:

### **Indemnity Period**

The period during which the results of Your Business are affected due to the accident, occurrence or discovery starting from the date Your Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

### **Maximum Indemnity Period**

Three months.

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## 9. National Lottery

We will indemnify You in respect of any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to an Employee or group of Employees resigning from his/her or their post(s) within Your business as a direct consequence of their securing a jackpot win in the National Lottery prize draw including but not limited to:

- (i) recruitment and additional overtime costs,
- (ii) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (a) the individual or all individuals resign within 14 days of the successful prize draw date and
- (b) the amount won by any one Employee is not less than £100,000.

For the purposes of this Extension

- (a) Indemnity Period shall mean the period during which The Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within Your business as a direct consequence of their securing a jackpot win in the National Lottery prize draw, starting from the date of the first departure.
- (b) Maximum Indemnity period shall mean one month.

The maximum We will pay under this Clause is £50,000 in any one period of insurance.

For the purposes of this extension only, Lottery means:

- (1) UK National Lottery Prize Draws including Scratchcards.
- (2) UK National Football Pools (Littlewoods and Vernons.)
- (3) Euro Millions Lottery.
- (4) Irish National Lottery.
- (5) UK Premium Bond Prize Draws.

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## Endorsements and Conditions Precedent

### Endorsement

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The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

The following Endorsement applies.

#### Alteration

We will not indemnify You in respect of this Section if

- (a) The Business is
  - (i) wound up or carried on by a liquidator or receiver
  - (ii) permanently discontinued
- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We issue written agreement stating otherwise.

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## Conditions Precedent

The following Conditions Precedent apply

### 1. Claims Procedures

It is a Condition Precedent to Our liability that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or diminish the loss
- (b) at Your expense, provide Us with
  - (i) a written claim
  - and
  - (ii) details of other insurances covering the Damage or loss resulting from it within 30 days after the expiry of the Indemnity Period or such further time that We may allow
  - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

### 2. Debit Recording

It is a Condition Precedent to Our liability that at the end of each quarter You must record the total amount outstanding in Your Customers' Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.

### 3. Fire Resisting Safes

It is a Condition Precedent to Our liability that Your books or records which contain details of Your accounts will be kept in

- (a) fire resisting safes
  - or
  - (b) fire resisting cabinets
- when not in Use.
-

## Revenue Protection – Loss of Licence

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Loss of Licence

- (1) forfeiture due to licencing regulations
- (2) refusal to renew by the licencing authority due to causes beyond Your control.

### Licence

Licence for the sale of excisable liquor.

### Cover

We will pay You for reduction in the value of Your interest in

- (1) The Premises

or

- (2) The Business

following Loss of Licence.

The most We will pay is the Limit of Liability stated in the Schedule. In addition We will also pay for costs and expenses, incurred with Our written consent, where You appeal against the Loss of Licence.

### Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not pay

- (1) where You can obtain statutory compensation for Loss of Licence
- (2) where Loss of Licence arises out of
  - (a) any town or country planning, improvement or redevelopment
  - (b) compulsory purchase or surrender
  - (c) reduction or redistribution of licences
  - (d) a change in the law.

### Endorsements and Conditions Precedent

The Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

### Conditions Precedent

The following Conditions Precedent apply

#### 1. Change in Risk

It is a Condition Precedent to Our liability that You shall notify Us in writing immediately You become aware of

- (a) a change in tenancy or management of The Premises
- (b) a transfer or proposed transfer of the Licence
- (c) a complaint against The Premises or the control of The Premises
- (d) any action against the
  - (i) Licence holder
  - (ii) manager
  - (iii) tenant or other occupier of The Premises

for any breach of the licencing law, or any other matter where the integrity of the person concerned is brought into question

- (e) objection to renewal of the Licence, or other reasons which could endanger the Licence or its renewal.

#### 2. Notification

It is a Condition Precedent to Our liability that in the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or information We may request.

## Asset and Revenue Protection – Terrorism

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Act of Terrorism

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 HM Government in the United Kingdom or any other government de jure or de facto.

### Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

### Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.

### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

### Hacking

Unauthorised access to any Computer System, whether Your property or not.

### Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
  - (2) Other property
  - (3) Business Interruption
  - (4) Book Debts
- insured under this policy.

### Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

<b>Nuclear Installation</b>	<p>Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for</p> <ol style="list-style-type: none"> <li>(1) the production or use of atomic energy;</li> <li>(2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or</li> <li>(3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.</li> </ol>
<b>Nuclear Reactor</b>	<p>Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.</p>
<b>Phishing</b>	<p>Any access or attempted access to Data made by means of misrepresentation or deception.</p>
<b>Property</b>	<p>For the purposes of this Section only, all property whatsoever, but excluding:</p> <ol style="list-style-type: none"> <li>(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless <ol style="list-style-type: none"> <li>(a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or</li> <li>(b) not insured in the name of an Individual</li> </ol> </li> <li>(2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.</li> </ol>
<b>Territory</b>	<p>England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).</p>
<b>Treasury</b>	<p>The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.</p>
<b>Virus or Similar Mechanism</b>	<p>Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.</p> <p>The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.</p>
<b>Cover</b>	<p>We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.</p> <p>The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.</p> <p>In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.</p> <p>This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.</p>
<b>Conditions</b>	<ol style="list-style-type: none"> <li>(1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address. <p>We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no</p> <ol style="list-style-type: none"> <li>(a) claim(s) made under this Section for which We have made a payment or which are still under consideration</li> <li>(b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance.</li> </ol> <p>If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.</p> <p>You must</p> <ol style="list-style-type: none"> <li>(2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies</li> <li>(3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all <ol style="list-style-type: none"> <li>(a) such property and/or premises and</li> <li>(b) such Business Interruption and Book Debts</li> </ol> unless We agree otherwise in writing.</li> </ol> </li> </ol>

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## Exceptions

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any Computer System; or
  - (b) any alteration, modification, distortion, erasure or corruption of Data;in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

### **Proviso to Exception (3)**

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
  - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
    - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
    - (ii) impact of aircraft or any aerial devices or articles dropped from them,
    - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
    - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
  - (b) comprises:
    - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
    - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
    - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
  - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
  - (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
  - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

## Legal Liabilities – Employers’ Liability

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

(1) Fees for Your legal representation  
(2) costs and expenses  
incurred with Our written consent  
(3) any claimant’s legal costs for which You are legally liable  
in connection with any event which is or may be the subject of indemnity under this Section.

### Limit of Indemnity

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.

### Territorial Limits

(1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands  
(2) elsewhere where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Business.

### Cover

We will indemnify You in respect of

- (1) Your legal liability to pay Compensation to any Employee  
and  
(2) Costs and Expenses

as a result of Bodily Injury caused in the course of The Business, during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

### Clauses

#### 1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of The Premises, vehicles and plant  
(b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee  
(c) first aid, fire, security and ambulance services  
(d) participation in exhibitions  
(e) private work by any Employee, with Your prior consent, for You or any director or Employee.

#### 2. Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule  
(b) entitled to indemnity under this Section  
as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.



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## 8. Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- (a) damages
- (b) costs

unpaid six months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- (a) the Bodily Injury was caused
  - (i) in the course of The Business
  - and
  - (ii) during the Period of Insurance
- (b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

## 9. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

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## Exclusion

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not indemnify any person entitled to indemnity in respect of legal liability as a result of work in or on and travel to, from or within any offshore

- (a) accommodation, exploration, drilling or production rig or platform
- (b) support vessel.

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## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying.

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## Legal Liabilities – Public and Products Liability

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

(1) Fees for Your legal representation  
(2) costs and expenses  
incurred with Our written consent  
(3) any claimant's legal costs for which You are legally liable  
in connection with any event which is or may be the subject of indemnity under this Section.

### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

### Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any or all claims arising out of one cause.

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

### Personal Injury

- (1) Bodily Injury
- (2) wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting.

### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer owned by You or in Your custody or control or that of any Employee.

### Property

Material property.

### Territorial Limits

- (1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- (2) elsewhere where You or any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in The Business.
- (3) anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Cover

We will indemnify You in respect of

- (1) Your legal liability for Compensation
- (2) Costs and Expenses  
as a result of accidental
  - (a) Personal Injury
  - (b) Damage to Property
  - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

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The maximum We will pay is the Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

(1) the United States of America or any territory within its jurisdiction

or

(2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

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## Clauses

### 1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

### 2. Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### 3. Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such Premises.

### 4. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
  - (i) any director, partners or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

### 5. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
  - (b) prosecution costs awarded against You or any director, partner, proprietor or Employee arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
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We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
  - (a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
  - (b) proceedings relating to the health and safety of any Employee
- (3) if indemnity is provided by another insurance policy.

#### **6. Liability for Hired or Rented Premises**

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

We will not indemnify You in respect of

- (a) the first £250 of any claim caused other than by fire or explosion
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

#### **7. Motor Contingent Liability**

We will indemnify You in respect of Your legal liability as a result of accidental

(a) Bodily Injury

and/or

(b) Damage to property

arising out of the Use

(i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

and

(ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

We will not indemnify You

(1) in respect of Damage to the vehicle or goods carried in or on the vehicle

(2) while the vehicle is being driven by

(a) You

(b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

(3) if indemnity is provided by another insurance policy.

#### **8. Overseas Personal Liability**

We will indemnify

(a) You

(b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

(i) Bodily Injury

and/or

(ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

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We will not indemnify You

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) if indemnity is provided by another insurance policy.

#### **9. Payment for Court Attendance**

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- (a) for each director or partner                      £250 per day
- (b) for each Employee                                      £150 per day.

#### **10. Personal Belongings**

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

- (1) stored for a fee or other consideration
- (2) in Your custody or control for the purposes of being worked on.

#### **11. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

#### **12. Data Protection**

We will indemnify the insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data the insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against the insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

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We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

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## Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

- (1) We will not indemnify any person entitled to indemnity in respect of legal liability as a result of
  - (a) Personal Injury to an Employee, partner or proprietor.
  - (b) the ownership, possession or Use by You or on Your behalf or by any person entitled to indemnity under this Section of any
    - (i) aircraft, aerial device or hovercraft
    - (ii) watercraft exceeding 8 metres in length
    - (iii) motor vehicle or trailer
      - in circumstances to which road traffic legislation applies
      - or
      - where a more specific insurance is in force.
  - (c) Damage to Property
    - (i) which You own or is loaned, leased, hired or rented to You
    - (ii) which is held in trust or in the custody or control of
      - You
      - any Employee
      - any other party who is carrying out work on Your behalfother than in the circumstances described in Clause 6. Liability for Hired or Rented Premises or Clause 10. Personal Belongings.
  - (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract)
  - (e) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing other than in connection with Products Supplied for which indemnity is provided under this Section
  - (f) any Products Supplied which could affect
    - (i) the navigation, propulsion or safety of any aircraft or other aerial device
    - (ii) the safety or operation of nuclear installations
  - (g) (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
    - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

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All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

(h) (i) work in or on and travel to, from or within

or

(i) Products Supplied to

any offshore

■ accommodation, exploration, drilling or production rig or platform

■ support vessel.

(2) We will not indemnify any person entitled to indemnity in respect of

(a) recalling or making refunds in respect of Products Supplied

(b) (i) liquidated damages

(ii) penalty clauses

(iii) fines

(iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

(c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied

(3) We will not provide indemnity in respect of

(a) exposure to

(b) inhalation of

(c) fears of the consequences of exposure to or the inhalation of

(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

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## Legal Liabilities – Commercial Legal Protection

As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0345 300 1899 without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on 0345 300 1899 and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing.

Our Claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

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### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the section unless an alternative definition is stated to apply.

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### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

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### Aspect Enquiry

An examination by H.M. Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

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### Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
  - (b) if the Insured Person
    - (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
    - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

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### Costs and Expenses

- (1) All reasonable and necessary legal or accountancy costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which we have agreed to authorise.

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### Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C – Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when H.M. Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers Compliance and Value Added Tax disputes, when H.M. Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

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### Full Enquiry

An extensive examination by H.M. Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

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### Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

<b>Intervention Enquiry</b>	An examination by H.M. Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.
<b>Legal Proceedings</b>	<p>Legal proceedings for</p> <ol style="list-style-type: none"> <li>(1) the pursuit or defence of a claim for damages</li> <li>(2) the defence of a criminal prosecution</li> <li>(3) appeal proceedings</li> <li>(4) specific performance or injunction</li> </ol> <p>dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.</p>
<b>Limit of Indemnity</b>	The maximum amount stated in the Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with the business stated in the Schedule.
<b>Prospects of Success</b>	<p>In respect of all civil cases, it is always more likely than not that an Insured Person will</p> <ol style="list-style-type: none"> <li>(1) recover damages or obtain any other legal remedy which We have agreed to</li> <li>(2) make a successful defence</li> <li>(3) make a successful appeal or defence of an appeal.</li> </ol> <p>Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.</p>
<b>Territorial Limits</b>	<p>For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).</p> <p>For all other Contingencies Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>Cover</b>	<p>We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in the Schedule provided that</p> <ol style="list-style-type: none"> <li>(1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance</li> <li>(2) any Legal Proceedings take place within the Territorial Limits</li> <li>(3) Prospects of Success exist for the duration of the claim</li> <li>(4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal</li> <li>(5) the maximum We will pay is the Limit of Indemnity</li> <li>(6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.</li> </ol>
<b>Contingencies</b>	<p><b>1A Employment Disputes</b></p> <p>We will defend You</p> <ol style="list-style-type: none"> <li>(1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person</li> <li>(2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme</li> <li>(3) in Legal Proceedings in respect of any dispute with <ol style="list-style-type: none"> <li>(a) an Insured Person</li> <li>(b) a former Insured Person</li> <li>(c) a trade union acting on behalf of an Insured Person or a former Insured Person which arises out of, or relates to, a contract of employment with You</li> </ol> </li> <li>(4) in Legal Proceedings in respect of any dispute with <ol style="list-style-type: none"> <li>(a) an Insured Person</li> <li>(b) a former Insured Person</li> <li>(c) a prospective Insured Person</li> </ol> </li> </ol> <p>arising from an alleged breach of their statutory rights under employment legislation.</p> <p>We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.</p>

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## **1B Compensation Awards**

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) health & safety related dismissals brought under Section 44 of the Employment Rights Act 1996 (as amended)
  - (c) statutory rights in relation to trustees of occupational pension schemes
  - (d) statutory rights in relation to Sunday shop and betting work
- (3) any award ordered as a result of a breach of National Minimum Wage laws
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

### **Conditions to Contingency 1B**

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

#### **1. Performance and/or conduct**

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
- or
- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
- or
- (c) sought and followed the advice from Our 24 hour legal helpline (0345 300 1899).

#### **2. Unlawful Discrimination**

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

#### **3. Redundancy**

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy.

You must have sought and followed the advice of Our 24 hour legal helpline (0345 300 1899) prior to serving notice of dismissal.

## **1C Service Occupancy**

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

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## **2 Legal Defence**

### **2A Criminal Prosecution**

We will defend an Insured Person

- (1) prior to the issue of Legal Proceedings when dealing with the
  - (a) Police
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or Use of a motor vehicle.

### **2B Data Protection**

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
  - (b) also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.
- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

### **2C Wrongful Arrest**

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

### **2D Employee Civil Legal Defence**

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your Employees.

### **2E Statutory Notice**

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business.

### **2F Jury Service**

We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

- (1) in respect of proceedings under the Health and Safety at Work Act 1974, the Territorial Limits shall be any place where the Act applies
- (2) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2B (1).

### **2G Disciplinary Hearings**

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

### **3A Property Protection**

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
  - (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by you for which you are responsible.
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We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation
    - or
    - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person

### **3B Personal Injury**

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

### **4A Tax Protection**

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by H.M. Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

### **4B Employers' Compliance**

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn
- or

- (2) Social Security Regulations

following a review by H.M. Revenue and Customs.

### **4C VAT Disputes**

We will represent You in any appeal proceedings following an assessment by H.M. Revenue and Customs in respect of value added tax due.

### **Condition to Contingencies 4A, 4B and 4C**

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

#### **Reasonable Care**

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for Value Added Tax
  - (2) in respect of any claim arising from any investigations or enquiries undertaken by H.M. Revenue and Customs Special Investigation Section or Special Compliance Office
  - (3) in respect of any claim arising from any investigations or enquiry by H.M. Revenue and Customs into alleged dishonesty or alleged criminal offences
  - (4) in respect of any claim arising from a tax avoidance scheme
  - (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.
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## 5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
  - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
  - (c) a loan, mortgage, pension or any other financial product
  - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## 6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

## 7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

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

## 8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
  - (2) You have exhausted all reasonable credit control and accounting procedures
  - (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
  - (4) You supply the correct and current name and address of the debtor
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(5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

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## **Exclusions – Applying to all Contingencies**

(Also refer to the Policy Exclusions at the back of this policy booklet.)

The following Exclusions apply to this Section.

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exclusions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7
- (9) for a judicial review
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy
- (11) notified under this Section when, either at the start of or during the course of the claim You
  - (a) are bankrupt
  - (b) have filed a bankruptcy petition or winding-up petition
  - (c) have made an arrangement with creditors
  - (d) have entered into a deed or arrangement
  - (e) are in liquidation
  - (f) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

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## **Conditions – Applying to all Contingencies**

(Also refer to the Policy Conditions at the back of this policy booklet.)

The following Conditions apply to this Section.

### **1. Claims – your duty**

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

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## 2. Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

## 3. Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An insured person must co-operate fully with Us and the Appointed Representative and must keep Us up to date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

## 4. Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to reclaim from the Insured Person any Costs and Expenses We have incurred.

## 5. Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

## 6. Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section, You can take the steps outlined in Our Complaints Procedure.

## 7. Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

## 8. Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

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## Endorsements and Conditions

(Also refer to the Policy Conditions at the back of this policy booklet.)

The following Endorsements and Conditions apply to this Section.

If in relation to any claim You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for the claim.

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## Employee Benefits – Personal Accident

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure occurring within 24 months from the date of the accident by which such injury is caused.

### Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any Employee of Yours under a contract of employment with You aged 75 or under.

### Loss of Limb

- (1) severance at or above the wrist or ankle  
or
- (2) the total and permanent loss of use of a hand, arm, foot or leg.

### Cover

We will pay Compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies.

### Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes
- (3) total and permanent loss of hearing in one or both ears
- (4) total and permanent loss of speech
- (5) loss of one or more limbs
- (6) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (7) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (8) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

We will not provide indemnity in respect of any claim relating to any non-contracting parties right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

### Compensation

The amount of compensation payable to You for any Insured Person shall be the amount shown below multiplied by the number of units stated in the Schedule for that category of Insured Person.

Contingency Number	Compensation per unit
(1)	£5,000
(2)	£5,000
(3)	£5,000
(4)	£5,000
(5)	£5,000
(6)	£5,000
(7)	£50 per week
(8)	£25 per week

The maximum number of units per Insured Person is 10.

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## Exclusions

We will not pay Compensation for Accidental Bodily Injury directly or indirectly caused by

- (1)
  - (a) the Insured Person suffering from any disability due to a gradually operating cause
  - (b) suicide or attempted suicide
  - (c) deliberate exposure to danger (except in an attempt to save human life)
  - (d) the Insured Person's own criminal act
  - (e) the Insured Person being in a state of insanity
  - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
  - (g) pregnancy or childbirth
- (2) an Insured Person practising for or taking part in
  - (a) mountaineering or rock climbing requiring use of ropes or guides
  - (b) pot-holing
  - (c) winter sports
  - (d) any kind of racing (except foot races)
  - (e) speed or time trials
  - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction.

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## Clauses

### 1. Amounts Payable

We will pay

- (a) the Compensation stated in the Schedule with weekly benefit being paid at four weekly intervals
- (b) Compensation under Contingencies (7) and/or (8) for a maximum of 2 years from the date that the disablement started

but where We pay Compensation under any of Contingencies (1) to (6),

- (c) any weekly benefit being paid for the same injury will stop
- (d) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all units of Compensation payable exceeds the maximum accumulation limit, the Compensation payable to each Insured Person shall be proportionately reduced until the total of all Compensation payable does not exceed the maximum accumulation limit.

### 2. Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and

there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any Compensation if the Insured Person is found alive.

### 3. Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
  - (i) a medical examination
  - or
  - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format We require.

### 4. Medical Expenses

When We pay Compensation under Contingencies (7) or (8), We will also pay up to 15% of this amount in respect of medical expenses incurred.

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## Endorsements and Conditions Precedent

This Section is subject to any Endorsements or Conditions Precedent stated in the Schedule as applying.

## Policy Exclusions

We will not indemnify You or any person entitled to indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

However,

- (1) exclusions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
  - (2) exclusion (1) (b) does not apply to the Public and Products Liability Section or to the Personal Accident Section, when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
    - (a) directly or indirectly caused by or contributed to by or arising from
      - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
      - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
      - (i) dispersing radioactive material and/or ionising radiation  
or
      - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exclusion (2) (b) does not apply to the following Sections
  - (a) Employers' Liability
  - (b) Public and Products Liability
  - (c) Personal Accidentwhen insured by this policy.
- (2) in relation to the Employers' Liability Section, exclusion (2) (a) above only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
- (3) exclusions (2) (a) and (b) do not apply to the Terrorism Section when insured by this policy.

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- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
- (a) Terrorism
  - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in **Special Provisions – Terrorism** below.

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and/or violence  
and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means  
caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (3)(a) and (3)(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability).

#### **Special Provisions – Terrorism**

Subject otherwise to the terms, conditions and exclusions of the policy

- (a) Exclusions (3)(a) and (3)(c) do not apply to the
    - (i) Employers Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses in any one Period of Insurance
    - (ii) Public and Products Liability Section but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower in any one Period of Insurance.
  - (b) When the following Section is insured by this Policy
    - Personal Accident
    - Business Travel
    - Sickness

exclusions (3)(a) and (3)(c) do not apply to this Section provided that for the purposes of Special Provision (b) – Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

    - (i) any limits amounts payable or maximum accumulation stated in the Schedule  
or
    - (ii) £1,000,000

In the event of a claim exceeding the total amount payable under Special Provision (b) – Terrorism Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.
  - (c) Exclusions (3)(a) and (3)(c) do not apply to the Terrorism Section, when insured by this policy.
- (4) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.  
However, exclusion (4) does not apply to the Terrorism Section, when insured by this policy.
- (5) (a) money  
(b) securities or bonds  
(c) jewellery or precious stones  
(d) precious metals or bullion  
(e) furs or curios  
(f) rare books or works of art
-

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- (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer system records
  - (j) explosives
  - (k) property in transit

unless specifically mentioned.

However, exclusions (5)(a) to (k) do not apply to the Terrorism Section, when insured by this policy.

- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
  - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) abovewhether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
  - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Money and Assault
- (3) Computer
- (4) Business Interruption

Exclusions (6)(a) and (b) do not apply to the Employers' Liability Section, Personal Accident Section or Terrorism Section, when insured by this policy.

### **Definition**

The following definition only applies to this exclusion

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of
  - (a) Loss of Data.

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

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption

Exclusion (7)(a) does not apply to the Public and Products Liability Section.

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(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

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

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption.

Exclusions (7) (a) and (b) do not apply to the following Sections, when insured by this policy.

- (1) Employee Dishonesty
  - (2) Terrorism
  - (3) Employers' Liability
  - (4) Commercial Legal Protection
  - (5) Personal Accident.
-

## Conditions Precedent

The following Conditions Precedent should be read in conjunction with other Conditions Precedent which may apply to a specific Section of the Policy.

**The following Conditions Precedent apply.**

### Cooking Equipment

#### Definitions

The following definitions only apply to the Cooking Equipment Condition Precedent.

#### Cooking Equipment

All cooking and frying equipment including Deep Frying Equipment.

#### Deep Frying Equipment

Equipment used for frying by immersing in fat or oil.

#### Unattended

Without a competent person remaining continuously near the Cooking Equipment, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment.

It is a Condition Precedent to our liability in respect of loss, destruction or damage, by or resulting from fire that

1. where Cooking Equipment is located within The Premises
  - (a) all Deep Frying Equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit). Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit)
  - (b) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month
  - (c) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greasy and oily deposits and other waste materials, at least every 6 months
  - (d) if the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within 6 months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every 6 months after that
  - (e) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them
  - (f) no Cooking Equipment using fats, oils or coals must be left Unattended while the heat source is operating
  - (g) all Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building.

### Protections

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft that whenever The Premises are

1. closed for business
- or
2. left unattended

all security devices provided to protect The Premises are properly fitted and put into full operation.

**The following Conditions Precedent apply only if stated in the Schedule.**

### Intruder Alarm System

#### Definitions

The following definitions only apply to the Intruder Alarm System Condition Precedent.

#### Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

#### Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

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### **Keyholder**

You or any Responsible Person or keyholding company authorised by You

- (1) to accept notification of faults or alarm signals relating to the Intruder Alarm System
  - (2) to attend, and allow access to The Premises
- at least one of whom must be available at all times.

### **Responsible Person**

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

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means that

- (1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
  - (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, 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 contractshall be made without Our written agreement
  - (4) at least one Responsible Person must remain on the Alarmed Premises
    - (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
    - (b) if the police have withdrawn their response to alarm calls except where We agree otherwise
  - (5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
  - (6) You and each Keyholder
    - (a) keep secret the codes for the operation of the Intruder Alarm System  
and
    - (b) do not leave details of the codes on The Premises
  - (7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders
  - (8) when the Intruder Alarm System has been set, and notice is given that it has been activated  
or  
the means of communication have been interrupted  
a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph (4) have been complied with.  
This must be done unless We have previously agreed in writing alternative procedures
  - (9) if You receive notice
    - (a) that police response to alarm signals/calls 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 requirements for abatement of a nuisance
    - (c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working orderYou must tell Us as soon as possible and in any event no later than 10.00am on Our next working day  
and  
comply with all alternative security measures We require.
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**Minimum Security**

It is a Condition Precedent to Our liability in respect of loss, destruction or damage occurring more than 30 days after the inception of the Policy that

- (1) final exit doors must be secured as follows:
  - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
  - (c) PVCu doors – by key operated multi-point locking devices having three or more locking points
  - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- (2) all other external doors and internal doors leading to common areas or other premises, must be secured:
  - (a) by the means set out in (1), or
  - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

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

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**Visible Signs of Theft**

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft that visible signs of violent and forcible entry to or exit from The Premises are evident.

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## Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

<b>1. Alteration of Risk</b>	<p>The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance</p> <p>(a) which increases the risk of loss, destruction, damage, accident or injury</p> <p>or</p> <p>(b) where Your interest ceases except by will or operation of law unless We have accepted the alteration.</p>
<b>2. Arbitration</b>	<p>If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.</p> <p>An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.</p>
<b>3. Average</b>	<p>Where a Sum Insured is subject to average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will</p> <p>(a) be responsible for the difference</p> <p>(b) bear a proportionate share of the loss.</p>
<b>4. Cancellation</b>	<p>(a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.</p> <p>(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.</p> <p>If Your policy is cancelled under (a) or (b) above and provided that there have been no:</p> <p>(i) claim(s) made under the policy for which We have made a payment</p> <p>(ii) claim(s) made under the policy which are still under consideration</p> <p>(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us</p> <p>during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.</p> <p>(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.</p> <p>(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.</p> <p>We will refund a proportionate part of the premium for the unexpired period provided that there have been no:</p> <p>(i) claim(s) made under the policy for which We have made a payment</p> <p>(ii) claim(s) made under the policy which are still under consideration</p> <p>(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us</p> <p>during the current Period of Insurance.</p>

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## 5. Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsof you becoming aware of the event or occurrence, or such further time that We may allow
- (d) provide Us with all information and help We require in respect of the claim
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

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## 6. Contribution

### **Applicable to Public and Products Liability Section and Employers' Liability Section**

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected

### **Applicable to all other Sections insured by this policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

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## 7. Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
  - or
  - (b) the Sum Insured
  - or
  - (c) a smaller amount for which a claim can be settled
- after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

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## 8. Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

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## 9. Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

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## 10. Index Linking

### (a) Renewal

Where it states in The Schedule that index linking applies Your Sums Insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

In the event of a negative index We will retain Your existing amounts insured unless You advise Us otherwise.

### (b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) Period of repair, replacement or reinstatement.

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## 11. Non Disclosure, Misrepresentation or Misdescription

### Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
  - (b) where the breach was neither deliberate nor reckless, and but for the breach:
    - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
    - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
    - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.
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### **Before a variation was agreed**

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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### **12. Our Rights**

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

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### **13. Reasonable Precaution**

You will

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
  - (b) take all reasonable precautions to prevent
    - (i) loss, destruction or damage to Property Insured
    - (ii) accident or injury to any person or loss, destruction or damage to their property
  - (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
  - (d) keep books with a complete record of purchases and sales.
- 

### **14. Reinstatement**

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

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### **15. Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

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## 16. Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and the Schedule, should be read together and form the Contract of Insurance between You and Us.

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
- (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

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

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to the Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

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

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition **4. Cancellation**.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

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## 17. Severability of Interest

### **Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Section**

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (a) Loss Limit;
- (b) Total Sum Insured;
- (c) Sum Insured;
- (d) Limits of Liability; or
- (e) any other cover limit, loss limit, limit of liability or indemnity, and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between
  - (i) Aviva as one partyand
  - (ii) The Policyholder as the other party.

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## 18. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

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