

Your Right To Complain

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Customer Relations Manager

AIG Europe (UK) Limited

2-8 Altyre Road

Croydon

CR9 2LG

Email: uk.customer.relations@aig.com

To help us to deal with your comments quickly, please quote your Policy/Claim Number and Policyholder/Insured Name

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer any dispute to the Financial Ombudsman Service who will review your case. The address is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

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|----------------------------|---|
| Insured | means the party referred to in Item 1 of the Schedule. |
| Insured Person(s) | means any director, partner, or employee of the Insured and, where the Insured is a sole proprietor of the business, the Insured or principal. |
| Period of Insurance | means the period set out in the Schedule. |
| Business | means the business set out in the Statement of Fact. |
| Policy Territory | means Great Britain, Northern Ireland, Isle of Man and the Channel Islands. |
| Premises | means the premises referred to in the Statement of Fact. |
| Damage | means physical loss or destruction of, or damage to, tangible property. |
| The Policy | means the Material Damage, the Business Interruption, the Employers' Liability and the Public and Products Liability sections contained herein. |

See also Definitions applicable to individual sections of The Policy.

Definitions Applicable to all Sections

Insurer means New Hampshire Insurance Company.

SECTION 1

Material Damage ("All Risks")

Insuring Agreement

In the event of Damage to the Property Insured (or any part thereof) by an Insured Event, the Insurer will by payment or at its option by reinstatement or repair indemnify the

Insured for such Damage. The sums insured under this Section include costs and expenses, other than where the costs and expenses arise from pollution of or contamination to the Property Insured. Costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:-

- a) removing debris, from the site of such property Damaged and the area immediately adjacent to such site,
- b) dismantling and/or demolishing,
- c) shoring up or propping,
- d) the clearing of drains and sewers,

will be paid as part of the sum insured up to an amount not exceeding 10 % of the sum insured.

Money & Personal Accident (Assault) Extension

The Insurer will, subject to the terms, conditions and exclusions to this Extension, and of the Material Damage section and the General Conditions and General Exclusions to the Policy, indemnify the Insured against Damage to

- a) Money
- b) safes or strong rooms which usually contain Money caused by theft or attempt thereat

Provided always that the Insured shall keep a complete account of Money in transit and on the Premises.

Personal Accident (Assault)

If any Insured Person suffers Bodily Harm which results, within two years, in death or Disablement and such Bodily Harm shall have been sustained solely and directly as a result of robbery or hold-up or any attempt thereat while such Insured Person is engaged in the Business the Insurer will subject to the terms, conditions and exclusions to this Extension, and of the Material Damage section and the General Conditions and General Exclusions to the Policy, pay the Benefit stated on the Schedule to the Insured.

Definitions in respect of this Extension:

1. Bodily Harm shall mean injury by outward violent and visible means which results in death or Disablement.
2. Disablement shall mean disablement which totally prevents an Insured Person from carrying out all parts of his usual occupation for the Insured. Disablement shall include Loss of Limb and Loss of Eye.
3. Loss of Eye shall mean total and irrecoverable loss of sight.
4. Loss of Limb shall mean permanent total loss of use of an entire hand, arm, foot or leg.

Exclusions in respect of this Extension:

This extension does not insure against

- a) Money taken from an unattended vehicle;
- b) loss to the Insured due to the use of counterfeit Money;
- c) shortage due to error or omission or resulting from a safe or strong room being opened by a key left on the Premises whilst closed for business.
- d) Bodily Harm or death or Disablement consequent upon or contributed to by:
 - i) the Insured Person having any physical or mental defect or infirmity which was known to the Insured or the Insured Person at the inception of this insurance or prior to the latest renewal thereof and which had not been

declared to and accepted in writing by the Insurer.

- ii) Bodily Harm sustained by any Insured Person before attaining the age of fifteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy years.

Money In Transit Warranty

As a precondition to liability by the insurer under this Policy, Money in transit outside the Premises is to be accompanied by the following number of able bodied adults during transit and until disbursement, except when in bank night safe:

- a) up to £2,500 1 able bodied adult
- b) between £2,501 and £6,000 2 able bodied adults
- c) between £6,001 and £12,500 3 able bodied adults
- d) over £12,500 by a security company approved by the

Insurer.

Special Conditions in respect of this Extension:

- a)
 1. Benefit shall not be payable in respect of any one Insured Person under more than one of the Benefits a] to c] in connection with the same incident.
 2. On the happening of any incident giving rise to a claim under Benefits a] to d] this Extension shall thereafter cease to apply in respect of the Insured Person
 3. There shall have been permanent total disablement for 104 weeks before Benefit c] becomes payable.
 4. The rate of weekly benefit shall not exceed the rate of the Insured Person's pre-accident weekly earnings.
 5. No sum payable under this Extension shall carry interest.
 6. No Benefit shall be payable due solely to inability to take part in sports or pastimes.

b) All certificates, information and evidence required by the Insurer shall be furnished free of expense to and in the form prescribed by the Insurer. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Insurer in connection with any claim.

c) The Insured or the Insured's personal representatives' receipt shall discharge the Insurer. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Insurer. If the Insured comprises more than one party having interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this Extension.

Goods In Transit (GIT) Extension

The Insurer will, subject to the terms, conditions and exclusions to this Extension, and of the Material Damage section and the General Conditions and General Exclusions to the Policy, indemnify the Insured against the following within the Policy Territory :-

- 1) Damage to
 - a) Property Insured whilst in or on any road vehicle operated by the Insured or hauliers or by parcel post or by rail;
 - b) tarpaulins sheets and ropes whilst being carried on any road vehicle operated by the Insured.
- 2) Expenses reasonably incurred in
 - a) the transfer of Property Insured to another vehicle and the delivery to the original destination within the Policy Territory or return to the place of despatch necessitated by fire, collision or overturning of any road vehicle operated by the Insured;
 - b) the reloading on to any road vehicle operated by the Insured of any Property Insured which has fallen from such vehicle;
- 3) Costs reasonably incurred to minimise damage occurring whilst in Transit within the United Kingdom.

Definitions in respect of GIT

For the purpose of this Extension

- 1) Transit shall mean being carried from the time the Property Insured is lifted to the time it is unloaded at its destination including
 - a) loading and unloading;
 - b) carriage on recognised "roll-on, roll off" vehicle ferries, provided no unloading or reloading of the vehicle is involved;
 - c) whilst temporarily housed on or off the vehicle (excluding storage at a rental or arrangement for storage and distribution) in the course of the said carriage but excluding any installation, erection or testing.
- 2) Property Insured shall mean property of
 - a) the Insured; or
 - b) third parties over which the Insured is exercising a lien; or
 - c) third parties in which the Insured has some beneficial interest.

Exclusions in respect of GIT

- 1) This Extension does not insure against Damage:
 - a) caused by the Insured's improper packing and/or deliberate rough handling;
 - b) caused by bending, denting, chipping, marring or scratching unless caused by fire, lightning, windstorm, flood, explosion, collision, derailment or overturning or stranding, burning or sinking of ferry or lighter;
 - c) of or to export shipments which have been laden on board export conveyance or have come under the protection of marine insurance, whichever first occurs;
 - d) of or to property carried by or despatched by the Insured for hire or reward;
 - e) due to insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers;
 - f) to Property Insured in or on open vehicles owned or operated by the Insured caused by atmospheric or climatic conditions unless the Property Insured is protected by vehicle sheets;
 - g) to Property Insured in any vehicle which is being used outside the normal course of the Business;
 - h) of or to foodstuffs by tainting.
- 2) This Extension does not insure against:
 - a) loss of profit, loss of use or loss of market however caused;
 - b) unexplained shortages;
 - c) theft of portable telephones, computer hardware equipment, or telecommunications equipment whilst not under observation by at least one person, with a reasonable prospect of preventing any unauthorised interference;
 - d) theft or attempted theft from a soft topped, open or curtain sided vehicle unless the vehicle is stolen at the same time.

Goods in Transit Warranties

- 1) **Immobiliser and Alarm**
The Insurers will not make any payment under this Extension for theft from a vehicle where the vehicle has been removed by the thief unless the Insured proves that the vehicle has been fitted with an immobiliser and an alarm in efficient working order and duly operated whenever the vehicle is not attended.
- 2) **Unattended Vehicles**
The Insurer will not make any payment under this Extension for theft from any vehicle not attended unless
 - a) all doors windows and other openings are left closed securely locked and properly fastened and
 - b) entry or access to the vehicle has been effected by forcible and violent means.

3) **Overnight Requirement**

The Insurer will not make any payment under this Extension for theft in respect of Property Insured left in or on any unattended vehicle from 9pm to 6am except where such vehicle is protected in accordance with the vehicle security requirements specified under this Extension and is either garaged in a building which is securely closed, locked or parked in a compound secured by locked gates, or in a guarded security park.

Special Conditions In Respect Of GIT

1. The valuation of the Property Insured covered hereunder shall be the actual invoice cost, including prepaid freight, together with such costs and charges since shipment as may have accrued and become legally due thereon and all premium under this Extension shall be paid on this basis. If there is no invoice, the valuation of the Property Insured hereunder shall be the actual cash market value of the Property Insured at the point of destination on the date of the Damage.
2. In case of Damage affecting labels, capsules or wrappers the Insurer if liable therefor under the terms of this Extension shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning the goods but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.
3. When the Property Insured under this Extension includes a machine consisting when complete for sale or use of several parts then in case of Damage covered by this insurance to any part of such machine the Insurer shall be liable only for the proportion of the said Damage which the insured value of the said part bears to the Insured value of the machine or at the Insurer's option for the cost and expenses, including labour and forwarding charges, of replacing or repairing the Damaged part but in no event shall the Insurer be liable for more than the insured value of the complete machine.
4. This insurance shall not inure directly or indirectly to the benefit of any carrier nor without the affirmative consent of the Insured to the benefit of any other bailee. The Insured may accept, without prejudice to this insurance, the ordinary value of bills of lading of carriers as provided in their tariffs; otherwise the Insured agrees not to enter into any special agreement with carriers or bailees releasing them from their common law or statutory liability. The Insurer shall not be liable for any Damage which, without its written consent, has been settled or compromised by the Insured.

Cancellation of this Section of the Policy shall not prejudice coverage hereunder in respect of Property Insured which is in transit on the effective date of cancellation.

Rent Payable Extension

The Insurer will, subject to the terms, conditions and exclusions to this Extension, and the Material Damage section and the General Conditions and General Exclusions to the Policy, indemnify the Insured for Rent where the Premises or any part thereof are unfit for occupation in consequence of:

1. Damage to the Premises, or
 2. Damage elsewhere on or about the Premises.
- The amount payable shall be the Rent payable during the time the Premises or any part thereof are unfit for occupation. The amount recoverable under this extension in respect of Rent will be 15% of the Contents Sum Insured detailed in the Schedule or £15,000 whichever is the least.

Definitions in respect of Rent Payable

For the purpose of this Extension Rent shall mean periodic payments made by the Insured for the lease of the Premises.

Deterioration of Frozen Food Extension

- 1) **Deterioration of contents of deep freezers & refrigerators**
This Policy covers Damage to goods in refrigeration compartments situated at the Premises by deterioration or putrefaction caused by:
 - i) rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance.
 - ii) action of refrigerant fumes escaping from the said appliance.
 - iii) failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply.
 - iv) any other extraneous cause happening during the Period of Insurance referred to in the Schedule.

Provided that:

- a) The total liability of the Insurer shall not exceed that shown in the Schedule.
- b) It is warranted by the Insured that any cabinet more than three years old is maintained under a service contract with a recognised refrigeration engineer.
- c) The Insurer shall not be liable for loss caused by incorrect setting of thermostats or automatic controlling devices.

Condition in respect of Frozen Food extension

The Insured shall exercise due diligence in ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage.

Loss of Licence Extension

The Insurer will, subject to the terms, conditions and exclusions to this Extension, and of the Material Damage section, and General Conditions and General Exclusions to the Policy, indemnify the Insured against the following :

Depreciation in value of the Insured's interest in the Premises up to the sum insured of £100,000, arising from the licence granted for the sale of excisable liquors at the Premises being:

- 1) forfeited under the provisions of legislation governing such licences, or
- 2) refused renewal by the appropriate licensing authority at the time of renewal during the Period of Insurance from a cause beyond the Insureds control.

In addition the Insurer will pay all costs incurred with its written consent in connection with any appeal against refusal to renew any licence.

Exclusions

The Insurer will not be liable:

- 1) if the forfeiture or refusal to renew the licence arises directly or indirectly from any town or country planning, compulsory purchase, improvement, or development, or the surrender, reduction or redistribution of licenses
- 2) for any alteration in the law affecting the grant, surrender, forfeiture or refusal to renew any licence
- 3) if the insured are entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the licence.
- 4) if prior to the inception of the Policy the Insured has ever had a licence revoked or refused, been prosecuted or was aware of any matter pending which might affect renewal of the licence, unless agreed in writing by the Insurer.

Special Conditions

- 1) Notification must be given to the Insurer in writing immediately on becoming aware of any:
 - a) complaint against the Premises or the control of the Premises
 - b) objection to renewal or other circumstances which may endanger the licence or its renewal
 - c) proceedings against or conviction of the licenceholder, manager, tenant or occupier of the Premises for any breach of the licensing laws, including any matter where the character or reputation of the person concerned is affected with respect to his or her honesty, moral standing or sobriety
 - d) change in tenancy, management or use of the Premises
 - e) transfer or proposed transfer of the licence.
- 2) Notification must be given to the Insurer within 24 hours of any forfeiture or refusal of renewal of the licence, and, the Insured must provide additional information and assistance that may be required by the Insurer.

Exclusions in respect of Material Damage

The Insurer shall not be liable, under this Section, to make any payment in respect of:

- 1) Consequential loss of any kind or description.
- 2) Damage:-
 - a) to fences and gates and loose or moveable property stored in the open by theft or any weather condition (other than lightning) or dust, and to stock in the open other than as a result of fire, lightning, aircraft, and explosion.

- b) to vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft other than mechanically propelled plant whilst at the Premises.
 - c) to any part of the Property Insured which is being worked upon directly resulting therefrom or caused by any testing, repairing, adjusting, servicing or maintenance operation. This exclusion shall not apply to resulting loss or damage to other Property Insured.
 - d) to livestock, growing crops or trees.
 - e) to jewellery, precious stones, precious metals, bullion, furs, curiosities, antiques, rare books or works of art.
 - f) to land, excavations, piers and jetties, bridges, culverts, roads or pavement.
 - g) to property or structures in the course of construction, erection or installation.
 - h) to any portion of electrical apparatus or electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running, other than destruction or damage by fire resulting from such causes.
 - i) caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by
 - i) pollution or contamination which itself results from a peril hereby insured against
 - ii) any peril hereby insured against which itself results from pollution or contamination.
 - j) to property in transit (save as specifically covered by any extension to this section).
 - k) to money, cheques, stamps, bonds, credit cards, securities of any description (save as specifically covered by any extension to this section).
- 3) Damage caused by:-
- a) infidelity or dishonesty of the Insured or any Insured Person or any of his agents or other persons to whom Property Insured hereunder may be entrusted (except loss of Money discovered within 7 days) nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory.
 - b) misfilling or misplacing of information.
 - c) explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured; unless Damage by an event not otherwise excluded in this Section ensues and then the Insurer shall be liable only for such ensuing Damage.
 - d)
 - i) collapse or cracking of buildings or other structure

- ii) delay, loss of market, gradual deterioration, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, ordinary wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature or humidity, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finish

but this shall not exclude Damage if resulting from an event which is not otherwise excluded.

- e) magnetic or electrical injury or disturbance to data processing media or erasure or disturbance of electronic records or distortion or corruption of information on computer systems or other records, programmes or software.
- f) solidification of the contents of molten material holding units, molten material transmission lines and/or appurtenances.
- g) enforcement of any ordinance or law regulating the construction, repair or demolition of the Property Insured except as provided for in the Public Authorities condition attached hereto.
- h) water or other fluids causing damage to stock if such stock is not on racks, helms, pallets and/or stillage at least four inches above floor level.
- i) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes and pipes, nipple leakage and/or failure of welds or boilers.
- j) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes (unless the water be turned off at the mains) and malicious damage when the Premises are empty or not in use.
- k)
 - i) faulty or defective design, materials, workmanship or errors or omission in processing or operation.
 - ii) mechanical or machinery breakdown or electronic or electrical breakdown or derangement.
 - iii) interruption of the power or other utility service supplied to the Premises if such interruption occurs away from the Premises, save as specifically covered by the Frozen Food Extension.

unless Damage by an event not otherwise excluded by this Exclusion 3K ensues and then the Insurer shall be liable only for such ensuing Damage.

- l) changes in the water table level and caused solely by such changes.
- m) subsidence, landslip or heave.
- n) normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings.
- o) theft other than theft involving entry to or exit from the Premises by forcible and violent means or attempt thereat, except:
 - i) to property as covered under any Money, Specified All Risks, or Goods in Transit extensions herein;
 - ii) in consequence of assault and / or violence or any threat thereof.

- 4) Damage caused by storm, tempest, flood, burst pipes or malicious acts whenever the Premises is not in normal occupation for a period of more than 15 days.
- 5) Property more specifically insured

Definitions – Material Damage (“All Risks”)

- 1) Property Insured means the real and personal property described in the Schedule unless excluded.
- 2) All Other Contents means:
 - i) documents, manuscripts, plans, designs and business books, but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein;
 - ii) patterns, models and moulds, for an amount not exceeding £5,000;
 - iii) computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding £5,000;
 - iv) computer systems records, deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) are held to be insured for an amount not exceeding £2,500 whilst temporarily removed to any premises not in the Insured’s occupation and whilst in transit by road, rail or inland waterway all in the United Kingdom;
 - v) directors’, employees’, visitors’ and customers’ pedal cycles, tools, instruments and other personal effects for an amount not exceeding £500 in respect of each person;
- 3) Insured Event means any accidental physical cause occurring during the Period of Insurance, at the Premises or as otherwise provided for by Endorsement.
- 4) Money means money, stamps, cash, bank and currency notes, cheques, bankers drafts, money orders, postal orders, travellers cheques, bills of exchange, the pre-paid value stored by any franking machine. Money shall also include crossed bankers’ drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, and VAT purchase invoices.

Material Damage Warranties

1. Protections-Automatic Sprinkler and Fire Alarm Installations

In respect of any automatic sprinkler or fire alarm installations at the Premises, the Insured warrants that it shall:

- 1) take all reasonable steps to
 - a) prevent frost damage and other damage to the installations
 - b) maintain the installations (including the automatic external alarm signal) in efficient condition

- c) maintain ready access to the water supply control facilities.
- 2) in the event that changes repairs or alterations to the installations are proposed notify the Insurer in writing and obtain its prior agreement in writing.
- 3) allow the Insurer access to the Premises at all reasonable times for the purpose of inspecting the installations.
- 4) carry out any routine tests required by the Insurer and remedy promptly any defect revealed by a test.

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Insurer may at its option suspend any cover which is granted against damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Insurer. Notice of any such action will be given by the Insurer in writing.

The Insurer will not make any payment under this Policy if the Insured fails to comply with this clause.

2. Protections-Fire Extinguishing Appliances

The Insured warrants that it shall maintain all fire extinguishing appliances in efficient working order.

The Insurer will not make any payment under this Policy if the Insured fails to comply with this clause.

3. Protections-Intruder Alarms

(For the purposes of this condition intruder alarm systems shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises).

The Insured warrants that :

- 1) in respect of any intruder alarm system installed at the Premises
 - a) maintain a maintenance contract during the Period of Insurance with the installing contractor, a NACOSS, NSI or SSAIB Recognised Firm, or such other contractor as is agreed in writing by the Insurer.
 - b) not leave the Premises unattended unless:
 - i) the intruder alarm system is tested and set in its entirety and where the equipment permits any central station to which the intruder alarm system is connected has acknowledged the setting signal and
 - ii) as far as the Insured or their representative is aware the intruder alarm is in full and efficient working order.
 - c) obtain the agreement of the Insurer in writing before replacement extension or other alteration to the Intruder Alarm System.
 - d) ensure the Insurer is notified immediately and in writing if:
 - i) the Insured receive written notification from a Police Authority that they may be withdrawing response to alarm calls or
 - ii) the Insured is required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by the Force policy issued by the Chief Constable.
- 2) whenever the Premises are left unattended ensure:

- a) all locks bolts and other protective devices are in full operation
- b) all keys (including those relating to any part of the intruder alarm system) are:
 - i) removed from the Premises or
 - ii) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises.

The Insurer will not make any payment under this Policy in respect of Damage by theft if the Insured fails to comply with this clause.

4. Unoccupied premises

The Insured warrants that whenever the Premises is not in normal occupation for more than 30 days the Insured must ensure that:

- 1) gas, water and electricity mains supplies are disconnected and water heating systems are drained
- 2) the premises are secured so as to prevent unauthorised entry by means of:
 - a) all locks, bolts and other protective devices being in full operation
 - b) all perimeter fences, walls and gates being kept in good condition
- 3) all sources of fuel are removed from both inside and outside the buildings and tanks of combustible liquids are drained
- 4) a representative of the Insured carries out an internal physical check of the premises at least every 7 days and ensures that any deficiencies are made good forthwith.

In the event of the premises being unoccupied for more than three months, the Insured must ensure that all ground level windows and doors, save for one door to allow access by the Insured be bricked or boarded-up.

5. Minimum Security

The Insured warrants that :

- 1) All external doors at the Premises and any internal doors leading to other Premises be protected as follows:
 - a) On all timber doors the frames to be at least 45mm thick and to be secured by mortice deadlocks which conform to British Standard 3621 : 1980 Specification for thief resistance locks
 - b) The first closing leaf of double leaf doors to be fitted with bolts top and bottom
 - c) All aluminium framed doors to be fitted with a swing bolt type mortice lock
 - d) Windows - all opening sections of external ground floor windows and all other windows which are accessible from roofs fire escapes or downpipes to be fitted with key operated locks or bars or grilles.

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

6. Deep Fat Frying Ranges Warranty

The Insured warrants that the deep fat frying installation:-

- 1) are fitted with:
 - a) a thermostat arranged to prevent the temperature of cooking oils or fats rising above 205 degrees celsius (401 F).
 - b) an automatic cut-out arranged to cut off the heat source in the event of failure of the thermostat.

- 2) cooking fume extraction canopies and ductwork be cleaned at least annually by independent contractors.
- 3) including flues and exhaust ducting shall be securely fixed and free from contact with combustible materials.
- 4) grease filters be utilised therein and cleaned or changed at least weekly.
- 5) the pan be fitted with metal lids which can be shut down in the event of fire or closing to be automatic and the system be linked to the ventilation system so that this also is shut down in the event of fire.
- 6) foam, dry powdered and/or carbon dioxide extinguishers and fire blankets be kept available close to the installation.

7. Flat Roof Warranty

The Insured warrants that:

- 1) any flat felted roof, or part thereof of the premises shall be inspected at least once every two years by a professionally qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.
- 2) any guttering is checked for blockages or defects by a competent person at inception or renewal and at six-monthly intervals thereafter, any remedial action required to be implemented immediately.
- 3) a record of all inspections shall be made and retained by the insured.
- 4) an increased excess of £500 shall apply in respect water ingress to flat roofs.

7. Electrical Inspection Warranty

The Insured warrants that the electrical system of the premises inspected every five years by a certified IEE / NIC / EIC electrical contractor. And any defects identified by that inspection be rectified immediately. A copy of the report and repair invoices must be retained for our review, and must be forwarded to the Insurer upon request.

General Conditions relating to Material Damage

1) Notice

Immediate notice shall be given by the Insured to the Insurer when any buildings forming part of the Property Insured become unoccupied.

2) Day One (Non Adjustable)

For the sum insured stated in items 1 & 2 of the Schedule the liability of Insurer shall in no case exceed 115% of the Declared Value in respect of each item. The Insured having stated in writing the Declared Value incorporated in each item to which this condition applies the premium has been calculated accordingly.

a] "Declared Value" shall mean the Insured's assessment of the Cost of Reinstatement of the Property Insured arrived at in accordance the Reinstatement condition at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides due allowance for:-

- 1] the additional cost of reinstatement to comply with Public Authorities' requirements

2] Professional Fees

3] Debris Removal Costs

b] At the inception of each Period of Insurance the Insured shall notify the Insurers of the Declared Value of the Property Insured by each of the said items. In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.

c] Special Provision d of the Reinstatement condition is amended to read:-

Each item insured under this condition is declared to be separately subject to the following Condition of Average namely:-

If at the time of loss destruction or damage the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph a] above) at the inception of the Period of Insurance then the Insurer's liability for any loss destruction or damage hereby insured shall be limited to that proportion thereof which the Declared Value bears to such cost of reinstatement

The Insurer will automatically adjust the sums insured in line with changes in suitable indices of cost. This adjustment will continue after any Insured Event if the repairs or reinstatement are carried out without delay. The Insurer will not charge any extra premium during the Period of Insurance but for the purposes of renewal will calculate any renewal premium on the basis of the revised sums insured.

3) Professional Fees

The Insurer will meet legal and other professional fees reasonably and necessarily incurred in connection with the reinstatement of the Property Insured for an amount not exceeding 12.5% of the relevant sum insured and not in addition to the sum insured, but not those costs incurred in connection with the making of any claim under this insurance.

4) Average

The sums insured as stated in the Schedule are each separately subject to the following condition of average: If such sum shall at the commencement of any Damage be less than the total value of the Property Insured covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

5) Reinstatement

In the event of Damage to buildings or machinery, the amount payable under this policy shall be the cost of reinstatement of the buildings or machinery Damaged, subject to the Special Provisions set out below. Reinstatement shall not include improving upon the condition of any property when new.

6) Special Provisions

- a) The reinstatement or repair shall be undertaken without unreasonable delay.
- b) When any buildings or machinery are damaged in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to apply for

reinstatement if the said buildings and machinery had been wholly destroyed.

- c) No payment beyond the amount which would have been payable pursuant to this clause if this condition had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- d) Each item insured under this condition is declared to be separately subject to the following Condition of Average, namely:-
If at the time of reinstatement the sum representing eight-five per cent of the costs which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the relevant sum insured thereon at the time of any loss or at the commencement of any Damage to such Property Insured then the Insured shall be considered as being their own insurer for the difference between the relevant sum insured and the sum representing the cost of reinstatement of the whole of the Damaged Property Insured and shall bear a rateable proportion of the loss accordingly.
- e) No payment which would otherwise be covered by this insurance shall be made if any claim or loss is recoverable under any other insurance unless in excess of the limit of that insurance. Where by reason of the above Special Provisions no payment is to be made beyond the amount which would have been payable pursuant to this clause if this condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the Damage shall be subject to the terms and conditions of this clause, including any Condition of Average therein, as if this condition had not been incorporated therein.

7) **Public Authorities**

The Policy covers in respect of buildings and machinery such additional cost of reinstatement of the Damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority, provided that:-

- a) the amount recoverable under this extension shall not include:-
 - i) the costs incurred in complying with any of the aforesaid Regulations or Bye-Laws under which notice has been served upon the Insured prior to the happening of Damage,
 - ii) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- b) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid

Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer not being thereby increased.

- c) the total amount recoverable under this clause shall not exceed the relevant sum insured thereby except that for loss under this provision that is covered only by reason of the Equipment Breakdown Extension, the total amount recoverable under this provision shall not exceed £15,000.

8) **Disclosure of Interest**

The nature and extent of any interest of a party supplying property to the Insured under a hiring, leasing, or similar agreement shall be disclosed in the event of Damage.

9) **Non-Invalidation**

This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by the Insured, whether constituting an increase in risk or not, provided that the Insured immediately they become aware thereof shall inform the Insurer and pay such reasonable additional premium as the Insurer may require.

10) **Tenants' Improvements**

The insurance by each item covering contents, other than those applying to stock and materials in trade is understood to include tenants' alterations and improvements to landlord's property for which the Insured is responsible.

11) **Fire Extinguishing Expenses**

This Policy will provide cover for the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment in whole or in part used in the process of minimising Damage incurred hereby.

12) **Automatic Reinstatement of Loss**

The sums insured hereby (excluding those in respect of stock) shall be automatically reinstated following Damage by an Insured Event upon the Insured paying an appropriate additional premium provided that the Insurer may exercise its option under General Condition 1 (Cancellation Clause).

13) **Keys & Locks**

The Insurers will pay all costs reasonably incurred by the Insured in the repair or replacement of mechanical door locks following theft of keys from the Premises, provided that the liability of the Insurer shall not exceed £1,000 for any one Insured Event.

14) **Metered Water**

This Policy covers the costs for which the Insured is responsible in respect of loss of metered water provided that the Insured maintains a record of readings from the water authority meter at intervals of not more than 7 days.

The amount payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of an Insured Event and in no case exceeding £2,500.

15) Workmen

Workmen may be contracted for the purpose of minor extensions or alterations, installations, maintenance and the like without affecting this policy.

16) Temporary Removal – Cleaning

Subject to the following provisions, the Property Insured by this Section (other than Stock and materials in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation or repair elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in Great Britain and Northern Ireland.

The amount recoverable under this extension in respect of each item of the Schedule shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said Premises, 10 per cent of the sum insured or £10,000 whichever is the least, by the item after deducting therefrom the value of any Building (exclusive of fixtures and fittings) and Stock and Materials in Trade insured thereby; This extension does not apply to property if and so far as it is otherwise insured nor, as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed, to:-

- i) Motor vehicles and motor chassis licensed for normal road use
- ii) Property held by the Insured in trust, other than machinery and plant.

17) Accidental Damage to Glass

In the event of accidental Damage to fixed glass at the Premises for which the Insured is responsible the Insurers will indemnify the Insured in respect of the cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the current British Standard Code of Practice
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) Damage to frames and framework of any description, the cost of silvering, embossing, lettering, bending or ornamenting glass, the cost of removing or replacing any Stock or Contents which may have to be removed to replace the glass up to a limit of £500.

The Insurer will not make any payment for Accidental Damage:

- i) to cracked or scratched glass
- ii) Damage resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied.

18) Theft Damage to Buildings

In respect of any building at the Premises not included in the Property Insured by this section the insurance by this section extends to include Damage sustained to any such building occupied by the Insured during the course of theft or any attempt thereat for which the Insured is liable for an amount not exceeding £10,000.

19) Seasonal Increase

The sums insured under any stock item shown in the

schedule are increased by 30% for the months of November, December and January in each year.

20) Underground Services

The insurance by any item on the buildings extends to cover expenses necessarily and reasonably incurred in clearing, cleaning and/or repairing drains, gutters sewers, pipes, cables and telecommunication cables (which are the responsibility of the Insured) in consequence of any event hereby insured against the premises.

21) Electronic data processing media valuation

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such Electronic Data to the assured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

22) Fire Brigade Damage

In the event of damage caused by Fire Brigade equipment or personnel in the course of combating fire, the insurance extends to include the costs necessarily incurred in reinstating or repairing landscaped gardens and grounds

Limit of £5,000 is applied in respect of each and every claim

23) Trace and Access

In the event of damage resulting from escape of water or oil (following accidental damage to tanks, apparatus or pipes) under an Insured event the insurance extends to include costs necessarily and reasonably incurred in locating the source of the damage in order to effect repairs and the costs of making good.

Limit of £5,000 is applied in respect of each and every claim.

24) Capital Additions

The insurance by any item extends to include additions and extensions to the property insured (but not appreciation value) made after commencement of each annual period of insurance for an amount not exceeding ten per cent of the sum insured or £250,000 whichever is the less on similar property under the relative item it being understood that will be declared as soon as practical the value of any such additions and extensions and will pay the appropriate additional premium from inception of the additional cover.

25) Composite Panels Warranty

Unless noted and agreed by the Insurer, the Insured warrants that there are no composite / sandwich panels at the Premises.

Provided it has been accepted by the Insurer as a composite panels risk, the Insured warrants that the following shall apply in respect of any building containing composite panels:

- a) Suitable fire extinguisher appliances to be supplied in all cooking areas.
- b) Ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels.
- c) At least weekly inspections to be undertaken by the Insured to check for damage to composite panels or joint panels. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days.
- d) No repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources.
- e) All heat sources to be kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core.
- f) No external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 metres of buildings.
- g) In respect of any work involving the application of heat at the Premises:
 - i) This must only be carried out by a qualified contractor, and the Insured is to ensure the contractor has adequate Public Liability Insurance in force and shall confirm same through sight of certificate of insurance. Subrogation rights against such contractor shall not be waived by the Insured.
 - ii) Paragraphs A, B and C of the Burning and Welding Conditions (Employers, Public & Products Liability Warranties) will apply.
 - iii) If work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens

SECTION 2**Business Interruption (“All Risks”)****Insuring Agreement**

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with the Insurer will pay to the Insured in respect of each Item specified in the Schedule the amount of loss resulting from such interruption or interference up to the limits stated in the Schedule provided that there shall be in force insurance under Section 1 of this Policy and that payment shall have been made (or would have been made apart from the application of any excess or deductible) under Section 1 of this Policy or liability admitted therefor under such insurance.

Gross Profit

Notwithstanding anything herein contained to the contrary, the liability of the Insurer shall in no case exceed in respect of Item 1 - Gross Profit – the limit of liability stated in the Schedule

The Insurance under Item no 1 is limited to loss of gross profit due to a] reduction in turnover b] increase in cost of working and the amount payable as indemnity thereunder shall be:-

- a) in respect of reduction in turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage under Section 1 fall short of the Standard Turnover
- b) in respect of increase in cost of working: the additional expenditure (subject to the provisions of the Uninsured Standing Charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the expenditure would have taken place during the Indemnity Period in consequence of the Damage under Section 1, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage under Section 1, provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Alternative Premises Clause

If during the Indemnity Period the Business can or shall be conducted elsewhere than at the Premises or if goods can or shall be sold or services can or shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable in respect of such other premises or sales or services shall be brought into account in arriving at the Turnover or Gross Profit or Rent Receivable during the Indemnity Period.

Uninsured Standing Charges Clause

If any standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross Profit) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

Loss of Rent Receivable

The Insurance under Item No 2 is limited to (a) loss of Rent Receivable and (b) increase in cost of working and the amount payable as indemnity thereunder shall be:-

- a) in respect of loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage under Section 1 fall short of the Standard Rent Receivable
- b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage under Section 1, but not exceeding the amount of the reduction in the Rent Receivable thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the Business payable out of the Recent Receivable as may cease or be reduced in consequence of the Damage under Section 1 provided that if the sum insured by this item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Loss of Book Debts

If the Insured's books of account or other business books or records at the Premises be subject to Damage under Section 1 and the Insured in consequence thereof be unable to trace or establish the Outstanding Debit Balances in whole or in part then the Insurer will pay to the Insured the amount of loss resulting from such Damage under Section 1 in accordance with the provision herein contained.

The insurance by Item 4 of the Schedule in respect of Business Interruption is limited to:

- 1) outstanding debit balances as set out in the Insured's books of account reduced by the amounts received or traced in respect thereof and bad debts, and further adjusted for

- a) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured's books of account at the time of the Damage under Section 1) during the period between the date to which the said last amount declared relates and the date of the Damage under Section 1;
 - b) any abnormal condition of trade or special circumstances affecting the Business either before or at the time of the Damage under Section 1;
- 2) the additional expenditure necessarily and reasonably incurred in consequence of the Damage under Section 1 in tracing or establishing debit balances after the Damage under Section 1;

provided that if the sum insured by this item be less than the debit balances the amount payable shall be proportionately reduced.

Extension to Business Interruption

Subject to the terms, conditions and exclusions to this Extension and of the Business Interruption section and the General Conditions and General Exclusions to the Policy, and provided that, after the application of all other terms of this Section 2, the total liability under this extension in respect of any one occurrence shall not exceed the sum insured stated in item 4 of the schedule, cover is extended under Section 2 as follows:

Loss resulting from interruption of or interference with the Business in consequence of Damage in the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises:

Transit

Property of the Insured whilst in transit in Great Britain or Northern Ireland. The total liability under this extension in respect of any one occurrence shall not exceed £10,000.

Prevention of Access

Property in the vicinity of the Premises, Damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not, but excluding Damage to property of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services which prevents or hinders the supply of such services, to the Premises. The total liability under this extension in respect of any one occurrence shall not exceed £10,000.

Failure of Public Utilities

Accidental total or partial failure of water, gas, electricity, telecommunications or data transmission services at the terminal end of the service feed to the Premises of the Insured in consequence of Damage. The total liability under this extension in respect of any one occurrence shall not exceed £10,000.

Provided that the Insurer will not be liable

- 1) where such failure is for a period of less than six hours.

- 2) as a result of any fault in any part of the installation of the Insured at the Premises
- 3) for any loss as a result of Damage not within the Territorial Limits
- 4) for any loss as a result of Damage to or of any satellite or non-landbased system
- 5) for any loss sustained after 1 month from the commencement of the failure.

Unspecified Suppliers

Property at the Premises of any of the Insured's suppliers manufacturers or processors of components, goods or materials but excluding the Premises of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services all in Great Britain or Northern Ireland. The total liability under this extension in respect of any one occurrence shall not exceed £10,000.

Notifiable Disease Cover

Notwithstanding the general requirement that payment is made under Section 1 of this Policy (or would have been made apart from the application of any excess or deductible) this Extension (only) provides cover in respect of loss arising from:

- 1)
 - a) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises,
 - b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease,
 - c) any occurrence of a Notifiable Disease,
- 2) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority,
- 3) any accident causing defects in the drains or other sanitary arrangements at the Premise which causes restrictions on the use of the Premises on the order or advice of the competent local authority,
- 4) any occurrence of murder or suicide at the Premises.

The total liability under this extension in respect of any one occurrence shall not exceed £10,000.

SPECIAL PROVISIONS

- a) Notifiable Disease shall mean illness sustained by any person resulting from:
 - i) food or drink poisoning, or
 - ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition), an outbreak of which the competent local authority has stipulated shall be notified to them.
- b) For the purpose of this Extension Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the Notifiable Disease Damage, beginning –
 - i) in the case of 1 and 4 above, with the occurrence or discovery of the incident
 - ii) in the case of 2 and 3 above, with the date from which the restrictions on the Premises are applied

and ending not later than the Maximum Indemnity Period thereafter.

- c) The Insurer shall not be liable under this extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
- d) Notwithstanding Special Provision (c), the insurance by this extension shall include the costs and expenses necessarily incurred with the consent of the Insurer in
 - i) cleaning and decontamination of property used by the Insured for the purpose of the Business (other than stock in trade),
 - ii) removal and disposal of contaminated stock in trade,

at or from the Premises, the use of which has been restricted on the order or advice of the competent local authority solely in consequence of the Notifiable Disease as defined above, provided that the Insurer's liability in respect of i) and ii) together shall not exceed £5,000 in any one Period of Insurance after the application of all other terms and conditions of the Extension.

Definitions - Business Interruption

- 1) Indemnity Period means the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.
- 2) Maximum Indemnity Period means the period specified in the Schedule.
- 3) Gross Profit means the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses.
- 4) Turnover means the money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.
- 5) Rate of Gross Profit means the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.
- 6) Annual Turnover means the Turnover during the twelve months immediately before the date of the Damage.
- 7) Standard Turnover means the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period to which adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
- 8) Rent Receivable means the amount of the rent and other income received or receivable from the letting of the Premises and for services rendered thereat.
- 9) Standard Rent Receivable means the Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

- 10) Annual Rent Receivable means the Rent Receivable during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
- 11) Outstanding Debit Balances means the amounts owed and unpaid to the Insured by their customers for goods sold and delivered and for services rendered in the course of the Business at the Premises. Outstanding Debit balances shall include Value Added Tax.

Notes

- 1) The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
- 2) To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
- 3) For the purposes of the definitions any adjustment implemented in current cost accounting shall be disregarded.
- 4) The words and expressions used in this definition (other than wages) shall have the meaning usually attached to them in the books and accounts of the Insured.

General Conditions relating to Business Interruption

- 1) **Automatic Reinstatement of Sum Insured**
In consideration of the sum insured not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium as requested by the Insurer on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.
- 2) **Accountants**
Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigation or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates. The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.
- 3) **Accumulated Stocks**
In adjusting any loss, account shall be taken and an equitable allowance shall be made if any shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods.

4) Temporary Removal (Documents)

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the United Kingdom shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises, subject to a maximum of £2,500 any one loss and any one Period of Insurance.

SECTION 3

Employers Liability, Public & Products Liability

Employers Liability

The Insurer will indemnify the Insured against

- 1) all sums which the Insured shall become legally liable to pay as damages and claimants' costs and expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of their employment by the Insured in the Business and caused during the Period of Insurance within the Policy Territory, or to Employees employed in the Policy Territory and temporarily engaged elsewhere.

Provided that any action for damages is brought against the Insured in a court of law in Great Britain Northern Ireland the Channel Islands the Isle of Man or elsewhere within the European Union.

- 2)
 - a) the payment of solicitors fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of Bodily Injury which may be the subject of indemnity under this Section
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with the Insurer's prior written consent.

The liability of the Insurer for all amounts payable under this Section of the Policy (including all Extensions and Endorsements to this Section) shall not exceed the limit of indemnity stated in the Schedule this limit being inclusive of all costs and expenses whether they be claimants' legal costs and expenses which the Insured becomes legally liable to pay or costs and expenses incurred by the Insured with the Insurer's prior written consent.

The Insured shall repay to the Insurer all sums that the Insurer would not have had to pay but for the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man or within the Continental Shelf around those countries

Extensions to Employers Liability

Each of the following Extensions is subject to its own provisos and to the exclusions to Employers Liability, the General Conditions in Respect of Employers Liability and Public and Products Liability, and the General Conditions and General Exclusions to the Policy.

1) Unsatisfied Court Judgements

The Insurer at the request of the Insured will pay to the Employee or the personal representatives of the Employee the amount of any damages and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a Judgement being obtained within any court in Great Britain Northern Ireland the Channel Islands or the Isle of Man

- a) by any Employee or the personal representatives of any Employee in respect of Bodily Injury sustained by the Employee arising out of and in the course of

- b) their employment by the Insured in the Business and caused during the Period of Insurance, and against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided always that

- i) there is no appeal outstanding against such Judgement
- ii) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the benefits of such Judgement to the Insurer.

The liability of the Insurer for all amounts payable under this Extension relating to any claimant or number of claimants in respect of an Event shall not exceed the limit of indemnity stated in the Schedule

2) Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under Section 3 the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any Insured Person, save for an Employee £250
- b) any Employee £100.

3) Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so requests any Insured Person in respect of legal costs and other expenses incurred with the Insurer's prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach or alleged breach of the current relevant Health and Safety Regulations in the absence of Bodily Injury

Provided always that:

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- b) the proceedings relate to the health safety and welfare of any Employee
- c) the indemnity will not apply
 - i) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - ii) to any fines or penalties of any kind
 - iii) where indemnity is provided by any other insurance
 - iv) to proceedings which arise out of any activity or risk excluded by this Section
 - v) to any Deductible stated in the Schedule

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimant(s) in respect of an Event shall not exceed the limit of indemnity stated in the Schedule.

Exclusions in respect of Employers Liability

The following exclusions shall apply in respect of Employers Liability:

The Insurer will not indemnify the Insured in respect of legal liability (or costs and expenses):

- 1) **Radioactive Contamination**
directly or indirectly arising from, caused by or contributed to by
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such legal liability is
 - i) the liability of any principal
 - ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- 2) **Road Traffic Act**
for which with effect from 1 July 1994 compulsory motor insurance or security is required under relevant Road Traffic legislation or any other similar compulsory legislation.
- 3) **Offshore Work**
in respect of Bodily Injury sustained by any Employee whilst engaged in Offshore Work.

Public and Products Liability

The Insurer will indemnify the Insured in respect of

- 1) all sums which the Insured shall become legally liable to pay as damages in respect of
 - a) accidental Personal Injury to any person
 - b) accidental Damage
 - c) accidental nuisance accidental trespass or accidental interference with any easement right of air light water or way which occurs during the Period of Insurance within the Policy Territory and arises from and in the course of the Business

Provided that the action for damages is brought against the Insured in a court of law within the Policy Territory.
- 2) legal liability for claimants' costs and expenses in connection with 1. above
- 3)
 - a) the payment of solicitors fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of a breach or alleged breach of statutory duty resulting in any occurrence specified in 1. above which may be the subject of indemnity under this Section
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim

under this Section incurred with the Insurer's prior written consent

The liability of the Insurer for all damages payable under this Section 3 Public and Products Liability (including all Extensions and Endorsements) relating to all and any claimants in respect of an Event shall not exceed the limit of indemnity stated in the Schedule.

Extensions to Public and Products Liability

Each of the following Extensions is subject to the provisos and exclusions to Public and Products Liability, the General Conditions in Respect of Employers Liability and Public and Products Liability, and the General Conditions and General Exclusions to the Policy.

1) **Cross Liability**

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total liability of the Insurer for liability sustained by any or all of the Insured shall not exceed the amount for which the Insurer would have been liable had such liability been sustained by any one of the Insured.

2) **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under Section 3 Public and Products Liability the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured £250
- b) any Employee £100.

3) **Health and Safety at Work - Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so requests Insured Person in respect of legal costs and other expenses incurred with the Insurer's prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach or alleged breach of the relevant Health and Safety legislation or any similar legislation in the absence of Personal Injury or Damage

Provided always that:

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- b) the proceedings relate to the health safety and welfare of any person other than an Employee

- c) the indemnity will not apply
 - i) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - ii) to any fines or penalties of any kind
 - iii) where indemnity is provided by any other insurance
 - iv) to proceedings which arise out of any activity or risk excluded by this Section 3 Public and Products Liability
 - v) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

4) **Consumer Protection Act - Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Employee in respect of legal costs and other expenses incurred with the Insurer's prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach or alleged breach of Part II of the Consumer Protection Act 1987 or any similar legislation and the costs of any proceedings awarded against the Insured

Provided always that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- b) the indemnity will not apply
 - i) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - ii) to any fines or penalties of any kind
 - iii) where indemnity is provided by any other insurance
 - iv) to proceedings which arise out of any activity or risk excluded by this Section
 - v) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

5) **Data Protection Act**

The Insurer will indemnify the Insured in respect of damages and claimants' costs and expenses arising from any claim or claims under the relevant Data Protection legislation first made against the Insured in writing during the Period of Insurance.

Provided always that

- a) the Insured is registered in accordance with the Act
- b) the indemnity will not apply
 - i) to liability caused by or arising from any incident or circumstances known to the Insured at inception or renewal of this Section and which could seriously and reasonably be expected to give rise to a claim
 - ii) to any claim(s) made by or on behalf of any Insured Person in connection with employment in the Business
 - iii) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iv) to any fines or penalties of any kind
 - v) where indemnity is provided by any other insurance
 - vi) to proceedings which arise out of any activity or risk excluded by this Section
 - vii) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

6) **Contingent Motor Liability**

Notwithstanding Exclusion 3(a) to Section 3 Public and Products Liability the Insurer will indemnify the Insured and no other party or parties against legal liability arising out of the use by any director or Employee of any private motor vehicle including any trailer or apparatus attached thereto not the property of nor provided by the Insured and being used in the course of the Business.

Provided always that indemnity will not apply to liability

- a) in respect of which the Insured is entitled to indemnity under any other insurance
- b) in connection with any private motor vehicle while being used outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) in respect of Damage to any such private motor vehicle or its contents.

7) Defective Premises Act

The indemnity provided by this Section 3 Public and Products Liability shall include liability attaching to the Insured by virtue of relevant defective premises legislation or similar legislation

Provided always that the Insurer shall not indemnify against liability in respect of the cost of remedying any defect or alleged defect of premises disposed of by the Insured.

8) Overseas Personal Liability

The Insurer will indemnify the Insured and if the Insured so requests any

- a) Insured Person
- b) spouse partner or dependant of the Insured Person who are accompanying such persons against legal liability in respect of Personal Injury or Property Damage incurred in a personal capacity by such individuals whilst temporarily outside their normal country of residence in connection with the Business

Provided always that indemnity will not apply to liability

- i) arising out of the ownership or occupation of land or buildings
- ii) where indemnity is provided by any other insurance
- iii) arising out of the ownership possession or use by or on behalf of such individuals of any mechanically propelled vehicle including any trailer or apparatus attached thereto and any vessel or craft made or intended to be airborne or waterborne.

Exclusions to Public and Products Liability

The Insurer will not indemnify the Insured in respect of legal liability (or costs and expenses):

1) Employers Liability

in respect of Personal Injury sustained by an Employee which arises out of and in the course of his employment by the Insured in the Business.

2) Workmen's Compensation

in respect of workmen's compensation attaching to the Insured or his insurer under any workmen's compensation unemployment compensation or disability benefits law or under any similar law.

3) Automobile Liability Marine Liability Aviation Liability

in respect of the ownership possession or use by or on behalf of the Insured of

- a) any mechanically propelled vehicle including any trailer or apparatus attached thereto in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance
- b) any vessel or craft made or intended to be airborne or waterborne other than

- i) watercraft not owned by but used by the Insured for Business entertainment unless the Insured is responsible for insurance
- ii) hand propelled or sailing watercraft not exceeding 8 metres in length used in territorial waters.

4) Advice Design Specification and Professional Duty

in respect of

- a) advice
- b) design
- c) specification

given for a fee or in circumstances where a fee would normally be charged.

5) Care Custody and Control

for Damage to property belonging to the Insured or in the care custody or control of the Insured or any Employee other than

- a) personal effects including vehicles and their contents belonging to any director partner Employee or visitor of the Insured
- b) premises including fixtures and fittings leased or rented to the Insured unless liability is assumed under agreement and would not have attached in the absence of such agreement
- c) premises and their contents not belonging to or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business.

6) Property Being Worked Upon

for Damage to that part of any property upon which the Insured is or has been working if the loss or damage arises from such work.

7) Damage to Products

- a) for Damage to Products
- b) for any cost or expense incurred in the inspection repair replacement removal or recall of Products if attributable to any defect therein or the harmful nature or unsuitability thereof.

8) Aviation Products

in respect of any Products which with the knowledge of the Insured are incorporated into any craft made or intended to be airborne.

9) Pollution

in respect of

- a) pollution directly or indirectly caused by or contributed to by or arising from the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water

- b) the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water
- c) fines penalties punitive exemplary or multiple damages relating to the circumstances detailed in (a) above.

However this Exclusion does not apply to:

- i) the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water
- ii) the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water

where the Insured can prove both of the following

- (A) that the discharge dispersal release or escape is sudden unintended and unexpected and immediately follows and is caused by the puncturing splitting or other breach of or sudden escape from the container holder or other confining structure
- (B) that the discharge dispersal release or escape begins within the Period of Insurance.

The foregoing shall not extend this Section 3 Public and Products Liability to cover any liability which would not have been covered under the said Section had this Exclusion not been included.

Expenses for the prevention of any contamination or pollution as herein described shall also form part of this Exclusion and shall not be recoverable hereunder.

10) **Contractual Liability**

In respect of liability which is assumed by the Insured under a contract or agreement and

- a) arises under any penalty clause or in respect of fines or liquidated damages, or
- b) arises out of the sole negligence of third parties, or
- c) relates to a legal liability for which compulsory insurance is required by law from a third party unless such liability would have attached to the Insured in the absence of the contract or agreement.

11) **Libel and Slander**

In respect of a libel or slander

- a) made prior to the effective date of this insurance
- b) made by or at the direction of the Insured with the knowledge of the defamatory character thereof
- c) related to advertising broadcasting or telecasting activities including Internet activity other than electronic mail conducted by or on behalf of the Insured.

12) **Financial Loss**

for Financial Loss unless such loss is a direct result of Personal Injury or Damage for which indemnity is provided by this Section 3 Public and Products Liability.

13) **Radioactive Contamination**

in respect of liability directly or indirectly caused by or arising from

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

14) **War**

for any consequence of war invasion act of a foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

15) **North America**

arising in connection with:

- a) occurrences in the United States of America or Canada
- b) occurrences in respect of which legal action or litigation is brought in a court of law within the countries specified in (a) above or where action or litigation is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

16) **Efficacy**

all liability arising from the failure of products to correctly fulfil their intended use or function and/or meet the level of performance quality fitness or durability warranted or represented.

17) **Height Restriction**

for all work undertaken by the insured at heights in excess of 10 metres from the immediate floor or ground below

Definitions in respect of Employers Public & Products Liability:

- 1) Bodily Injury shall mean injury sickness or disease or death resulting from such injury sickness or disease and shall include mental injury mental anguish and shock.
- 2) Business shall mean the business of the Insured as described in the Statement of fact and shall also include
 - a) ownership repair and maintenance of the Premises of the Insured
 - b) the provision and management of canteen social sports and welfare organisations for the benefit of Employees fire first aid medical security and ambulance services
 - c) private work carried out with the consent of the Insured for any director partner or senior official of the Insured by an Employee.
- 3) Employee shall mean
 - a) any person under a contract of service or apprenticeship with the Insured
 - b) any labour master or labour only sub-contractor or person supplied by them
 - c) any self-employed person
 - d) any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured
 - e) any person under a work experience or similar scheme while engaged and working under the direction and control of the Insured in connection with and in the course of the Business.
- 4) Event shall mean the happening of an injury or loss or damage.
Any one claim or series of claims against the Insured resulting from one originating cause (including but not limited to continuous or repeated injurious exposure to substantially the same general conditions) shall be regarded as a single Event for the purposes of this Policy.
- 5) Financial Loss shall mean a pecuniary or economic loss or expense.
- 6) Insured shall mean
 - a) the Insured stated in the Schedule
 - b) at the request of the Insured and in respect of legal liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured:
 - i) any Insured Person
 - ii) any officer committee member or voluntary helper of the Insured's canteen social sports and welfare organisations first aid medical security fire and ambulance services (but excluding medical practitioners while working in a professional capacity).
- 7) Legal Proceedings shall mean litigation arbitration mediation adjudication or any other process of dispute resolution.
- 8) Notice of adjudication shall mean any notice issued by a party to a contract to which the Housing Grant Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication.
- 9) Personal Injury shall include but not by way of limitation Bodily Injury false arrest invasion of the right of privacy detention false imprisonment false eviction discrimination libel slander or defamation of character.
- 10) Products shall mean any goods or products, manufactured constructed repaired serviced treated sold supplied or distributed by the Insured after they have ceased to be in the possession or under the control of the Insured including any container thereof or instructions provided therewith.
- 11) Offshore Work shall mean embarkation onto a conveyance until disembarkation from such conveyance onto land for the purpose of travel to or from transit between work on any offshore structure platform installation or accommodation vessel.

Employers, Public and Products Liability Warranties

1) Burning and Welding Conditions

It is warranted that on each and every occasion when any of the under-mentioned items of equipment are in use by the Insured away from the Premises the following precautions shall be complied with:

A. Blowlamps or Blow Torches, Hot Air Guns or Hot Air Strippers

- i) The area in which they are to be used is cleared of loose combustible material;
- ii) Lighted blowlamps and / or blow torches are continuously attended;
- iii) Blowlamps and Blow Torches are filled only in the open, and not lit until immediately before use;
- iv) A suitable multi-purpose dry powder fire extinguisher be kept available for immediate use
- v) A thorough examination is made in and about the working area immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

B. Welding or Flame Cutting Equipment

- i) The area in which the equipment is to be used is cleared of loose combustible material;
- ii) Other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material;

- iii) Before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is to be made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat;
- iv) The occupier shall be informed of the proposed safety precautions and asked for specified authority to proceed;
- v) A suitable multi-purpose dry powder fire extinguisher be kept available for immediate use;
- vi) A responsible Employee of the Insured or of the occupier be made aware of the location of any fire fighting equipment and be appointed to act solely as fire watcher whilst welding or flame cutting is carried out;
- vii) A thorough examination is made in and about the working area including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

C. Vessels for Heating of Bituminous Compounds or Lead

- i) Such vessels are continuously attended whilst heating is taking place;
- ii) Such vessels are used only in the open whilst heating is taking place, and if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

D. Excess

The insurer will not pay for the first £500 of any claim.

2) Bone Fide Sub Contractors

It is a condition precedent to the liability of the insurer that when the insured enters into any form of contract with a Bona-fide Subcontractor, the insured shall:

1. Obtain written evidence that the Bona-fide Subcontractor has a current Public Liability insurance policy in force which is equal to or greater than the insured's Public Liability Indemnity Limit as detailed within this insurance. This should include:

- a) Details of the Insurer providing public liability cover.
- b) The policy number relating to public liability cover provided by the insurer.
- c) The Inception and Expiry date of the insurance policy.
- d) Details of the Public Liability Indemnity Limit provided by this insurance.

2. That the insured retains such written evidence for a period of no less than 5 years

General Conditions in Respect of Employers Liability and Public and Products Liability

The Insurer will not make any payment under this insurance if the Insured fails to comply with the following Special Conditions or fails to observe the terms of this Policy insofar as they relate to anything to be done or complied with.

1) Reasonable Care

The Policyholder shall take and/ or cause to be taken all reasonable care

- a) in the selection and supervision of Employees
- b) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require
- c) to prevent injury or loss or damage.

2) Maintenance of Assets

The Insured shall maintain premises machinery plant equipment vehicles and other business assets in good repair and shall comply with all applicable statutes obligations regulations and requirements imposed by any authority.

3) Claims Notification and Steps to be Taken

Upon the happening of an Event which may give rise to a claim under this Policy the Insured shall:

- a) as soon as reasonably practicable notify the Insurer of such Event providing in writing as required such particulars and information as the Insurer may request
- b) immediately, on receipt, forward to the Insurer every letter claim writ summons process Notice of Adjudication or other document served on the Insured or their representative and notify the Insurer of any impending prosecution inquest inquiry or proceedings in any court
- c) as the Insurer may require retain anything connected therewith and provide all assistance.
- d) promptly take at his own expense all reasonable steps to prevent other Personal Injury or Damage arising out of the same conditions (such expense shall not be recoverable under this Policy).

4) Admission of Liability

The Insured shall not make admission of liability take any action which may be construed as an admission of liability or repudiate or settle any claim or waive any rights of recovery without the prior written consent of the Insurer.

5) **Conduct and Control of Claims**

The Insurer shall have the right to

- a) defend any claim against the Insured
- b)
 - i) take over and conduct the defence or settlement of any claim
 - ii) prosecute for its own benefit any claim for indemnity or damages or otherwise in the name of the Insured
- c) subrogation of all the Insured's rights of recovery whether before or after indemnification by the Insurer
- d) exercise full discretion in the conduct of any proceedings and in the settlement of any claim whether before or after indemnification by the Insurer.

6) **Alteration of Risk**

The Insured shall notify the Insurer in writing of any material changes to the Business or risk during the Period of Insurance. The Insurer reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

This Policy including any Extensions does not cover:-

- 1) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability or any claim under the Policy whatsoever, directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) war, invasion, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - d) confiscation, detention, destruction, nationalisation, requisition or enforcement by order of any Government, Power, Municipal, Local or Customs Authority;
 - e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - f) mould, mildew, fungus or spores of any type, nature or description

2) **War Risk and Terrorism Exclusion**

It is hereby understood and agreed, that notwithstanding any other war risk or terrorism exclusion that may be in the Policy or any clause limiting or attempting to limit the application of any endorsements to the Policy, this Policy is amended as follows :

This Policy does not cover loss, destruction, Damage to property or any claim caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss, destruction, Damage or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy:

- 1) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack :
 - a) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
 - b) by military, naval or air forces, or any other armed forces or militia; or
 - c) by an agent of any such government, power, authority or force
- 2) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
- 3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;

General Exclusions Applicable to All Sections in the Policy

- 4) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of Terrorism;
- 5) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons
- 6) riot civil commotion in Northern Ireland
Such loss, destruction or Damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or Damage
Solely for the purposes of this Exclusion, Terrorism means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any loss destruction or Damage is not covered by The Policy the burden of proving that such loss destruction or Damage is covered shall be upon the Insured.

All other terms, conditions and exclusions of the Policy remain unchanged.

General Conditions Applicable to All Sections

The following are conditions applicable to all Sections of the Policy:

1) Cancellation

The Insurer may cancel the insurance by giving thirty (30) days notice by recorded delivery to the Insured's last known address provided that in the event of no claim having been made in the current Period of Insurance the Insurer shall return to the Insured a proportionate part of any additional premium paid for the unexpired Period of Insurance.

2) Statutory Requirements Maintenance and Reasonable Precautions

The Insured at his own expense shall

- a) take all reasonable precautions to prevent or diminish loss destruction or Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Premises in a good state of repair.
- b) exercise care in the selection and supervision of employees
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- d) comply with all statutory requirements and other safety regulations imposed by any authority
- e) keep books with a complete record of purchase and sales
- f) bring into full and effective operation all locks bolts alarms and protective devices fitted to the Premises at the inception of this insurance or as subsequently agreed with the Insurer whenever the Premises are closed for business or left unattended

Furthermore such protections shall be kept in full and effective working order and shall not be altered or varied without the prior written consent of the Insurer

3) Notification

On the discovery of a claim against him or any event which may give rise to a claim by the Insured under any section of the Policy.

- a) the Insured must as relevant
 - i) notify the Insurer as soon as possible:
 - ii) inform the Police immediately if Damage is caused or appears to be caused by thieves, malicious persons or by malicious act:
 - iii) send to the Insurer a written claim not later than 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons if insured by this policy) after the Damage has occurred providing at his own expense all the detailed particulars and evidence regarding the cause and the amount of the Damage as the Insurer may reasonably require:
 - iv) forward to the Insurer immediately all letters claims writs or other documents. No admission of liability of promise or payment

shall be made without the Insurer's written consent:

- b) The Insurer will be entitled to
 - (1) enter any building where Damage has occurred and take and keep possession of the property;
 - (2) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Insurer

This Policy shall be proof that the Insured has given to the Insurer the license and authority which it may need to exercise its rights under this condition.

4) Fraudulent Claims

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage or legal liability be occasioned by the wilful act or with the connivance of the Insured all benefit under the Policy shall be forfeited.

5) Contribution

If at the time any claim under the Policy arises there be any other insurance effected by or on behalf of the Insured covering such Damage or liability or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage or liability.

6) Subrogation

The Insured shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon their making payment in respect of or making good any Damage or liability under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurer.

7) Arbitration

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

8) Alterations

Sections 1, 2 and 3 of The Policy will be avoided by the Insurer if

- a) the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued or
- b) the Insured's interest ceases otherwise than by death or

- c) any alteration is made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9) Settlement

The Insurer may

- a) pay any part or all of the deductible amount to effect settlement of any claim or series of claims against the Insured and in such circumstances the Insured shall promptly reimburse the Insurer for the amount of the deductible paid by the Insurer
- b) at its discretion pay to the Insured in connection with any claim or series of claims against the Insured the appropriate limit of indemnity (after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and shall then relinquish the conduct and control and be under no further liability in connection with such claim or claims except for any additional recoverable expenses incurred prior to the date of such payment
In the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the limit of indemnity for damages the Insurer's liability for costs and expenses where these are payable in addition to the limit of indemnity shall not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on behalf of the Insured in settlement

10) Adjustment

If the premium for this Policy is calculated on estimates provided by the Insured within a reasonable time after expiry of each Period of Insurance the Insured shall supply to the Insurer such information as is required to adjust the deposit premium and the difference shall be payable by or to the Insured subject to any designated minimum premium

11) Law and Jurisdiction

The proper law of this Policy shall be English law (or Scottish law where the Insured's Head Office is in Scotland) and the Courts of England (or Scotland where the proper law of the contract is Scottish) shall have exclusive jurisdiction in all disputes connected with this Policy.

12) Waiver or Change of Policy Terms

The terms of this Policy shall not be waived or changed except by Endorsement issued and signed by the Insurer to form a part of this Policy.

13) Survey

It is a condition precedent to the Insurer's liability that if this policy has been issued prior to the Insurer's survey, the Insured shall comply with any risk improvements required by the Insurer within the time specified.
However should the survey show in the Insurer's

opinion that the risk or any part of the risk is unacceptable then the Insurer will retain the right to cancel suspend or alter the terms of the insurance provided by any part of the Policy.

14) Contract (Rights of Third Parties) Act 1999

It is hereby understood and agreed that Pursuant to Section 1(a) and Section 1(2) of the Contracts (Rights of Third Parties) Act 1999, nothing in The Policy is intended to confer a directly enforceable benefit on any party other than the Insured or the Insurer.