

OPTIMA SHOP POLICY

The **INSURED** has applied for this insurance to the Groupama Insurance Company Limited (the **COMPANY**) by a **PROPOSAL** which is the basis of and forms part of this contract and is deemed to be incorporated herein and as consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule and any Endorsements shall be read together as one document

Signed for and on behalf of
Groupama Insurance Company Limited



Pierre Lefevre
Chairman and Chief Executive
Groupama Insurance Company Limited
Groupama House
24-26 Minories
London
EC3N 1DE

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS.

IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR BROKER OR INTERMEDIARY WHO WILL BE PLEASED TO HELP.

THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM.

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INTRODUCTION

Your Policy is a valuable document and we recommend that you study it carefully particularly the pages headed **GENERAL EXCLUSIONS** and **GENERAL CONDITIONS**. You may find the pages headed **DEFINITIONS** helpful as we have set out the meaning of some words and terms.

Your Policy provides cover against certain clearly specified events but in common with other insurances only against those events. Your Policy is not a "maintenance contract" and does not provide cover for normal wear, tear or deterioration. It is your continuing responsibility to ensure that your property is properly maintained and kept secure.

Most accidents and losses can be prevented with a little forethought and the page headed **PREVENTION PROTECTS PROFITS** outlines the minimum standards that we normally require.

OUR CUSTOMER CARE POLICY

Groupama Insurances is committed to delivering the highest standards of customer care. However we realise that there may be times when things go wrong. In such circumstances please contact the Department where the issue arose by using the numbers and addresses detailed. Please quote your name, claim or policy number and the reason for your complaint.

Telephone calls may be recorded.

Claims

Commercial Insurances Claims Centre Manager
Commercial Claims Centre
Third Floor Building One
Imperial Place
Elstree Way
Borehamwood
Hertfordshire
WD6 1JN

Telephone 0870 600 2123
Fax 0870 600 2102

E-mail commercial.claims@groupama.co.uk

Policy Administration and Documentation

Operations Manager
Groupama House
60 Spring Gardens
Manchester
M60 1HU

Telephone 0870 850 0123
Fax 0870 850 0885

E-mail sme@groupama.co.uk

Our Commitment to You

- We will make sure all the information we give you will be clear fair and accurate
- We will always try to be fair and reasonable whenever you need the protection of this policy
- We will also act promptly to provide that protection

If things go wrong

Whilst we will make every effort to maintain the highest standards we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise

- To acknowledge any formal complaint in 5 days or less
- To have the issues reviewed by a person of appropriate seniority and authority
- To identify the person managing your complaint in our original letter of response
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chairman & Chief Executive at

Groupama Insurances
Groupama House
24-26 Minories
London
EC3N 1DE

Telephone 0870 850 8510
Fax 020 7264 2860

OUR CUSTOMER CARE POLICY (continued)

Financial Ombudsman Service

If you are still unhappy following receipt of our final response you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m)

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.

If you take any of the action mentioned above it will not affect your right to take legal action

SPECIAL BENEFITS FOR GROUPAMA INSURANCES POLICYHOLDERS

1 HELPLINE

The **INSURED** may use Amicus Legal Ltd's 24 hour helpline service to obtain advice on any tax and employment matters in connection with the **BUSINESS**

Advice is given without charge and all calls can be confirmed in writing

All calls are strictly confidential

The helpline telephone number is 01206 731959

2 SOLAGLAS REPLACEMENT GLAZING

The **INSURED** may arrange for the replacement of broken windows at the insured premises by telephoning SOLAGLAS on FREEPHONE 0800 474747

This facility is available round the clock every day of the year and where necessary premises will be made safe by boarding up

The **COMPANY** will settle accounts direct with SOLAGLAS except where the replacement is not within the scope of the cover provided by this Policy when a special discount will be allowed to the **INSURED**

The Special Benefits above have been arranged for the convenience of Policyholders and do not form a contractual relationship with Groupama Insurance Company Limited and do not form any part of the Policy

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule the Clauses the Endorsements and Extensions

ACCOUNTS RECEIVABLE means the records of Credit Accounts of the **TRADE or BUSINESS** kept in the **BUILDINGS**

AVERAGE means that whenever a Sum Insured is declared to be subject to **AVERAGE** if the Sum Insured at the time of the loss destruction or damage hereby insured is less than 85 per cent of the total value of the property insured then the **INSURED** shall be considered as being his or her own insurer for the difference and shall bear the appropriate proportion of the loss accordingly

BUILDINGS means the building of **STANDARD CONSTRUCTION** including **SHOPFRONT** and landlords fixtures and fittings occupied for the **TRADE or BUSINESS** and for private dwelling purposes or such other purposes as described in the Schedule

BUSINESS HOURS means hours during which the **INSURED** or an **EMPLOYEE** is on the **PREMISES** for the purposes of the **TRADE or BUSINESS**

COMPANY means the Groupama Insurance Company Limited

EMPLOYEE means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person or labour only subcontractor or labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**

whilst working for the **INSURED** in the course of the **TRADE or BUSINESS**

EXCESS means the amount that will be deducted by the **COMPANY** from the total agreed amount of any claim (only one **EXCESS** will be deducted from the total amount for claims arising out of one event)

INJURY means bodily injury death illness disease or shock

INSURED means the person or persons or Corporate Body named in the Schedule and includes

- (1) the legal personal representatives in the event of the **INSUREDS** death in respect of liability incurred by the **INSURED**
- (2) at the **INSUREDS** request any director partner or **EMPLOYEE** of the **INSURED**

MONEY means coin bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants unused current postage stamps holiday with pay stamps National Insurance stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards validated lottery scratch cards unexpired units in franking machines and VAT purchase invoices

the **INSUREDS** own or for which he or she is responsible and pertaining to the **TRADE or BUSINESS**

NOTIFIABLE HUMAN DISEASE means illness sustained by any person resulting from

- (a) food or drink poisoning or
- (b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated will be notified to them

OFFSHORE means as from the time when the **INSURED** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

DEFINITIONS (continued)

OTHER CONTENTS means

- (1) documents manuscripts 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
- (2) 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 £10,000

and if not otherwise insured

- (3) directors **EMPLOYEES** customers and visitors pedal cycles and other personal effects for an amount not exceeding £500 in respect of any one person

OUTBUILDINGS means any outbuilding used in conjunction with the **BUILDINGS** together with storage tanks fixed signs lighting standards paved terraces verandas patios drives paths walls gates and fences

POLLUTION or **CONTAMINATION** means

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by pollution or contamination arising from **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES**

PREMISES means the **BUILDINGS** including **OUTBUILDINGS** and land used for the **TRADE** or **BUSINESS** and situate as stated in the Schedule

PROPOSAL means any signed proposal form and declaration or any Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

POLLUTING or **CONTAMINATING** or **SEEPING SUBSTANCES** means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

REMEDIATION includes "remediation" under the Environment Act 1995

SALESHOP means those parts of the **BUILDINGS** used for retail purposes in connection with the **TRADE** or **BUSINESS**

SHOPFRONT means the windows doors frames signs and walling including security fittings and fixed associated electrical equipment all forming part of the front of the **PREMISES**

STANDARD CONSTRUCTION means constructed of brick stone or concrete and roofed with slates tiles metal concrete asphalt or sheets composed entirely of non-combustible mineral ingredients

TENANTS IMPROVEMENTS means decorations and improvements to the **BUILDINGS** including landlords fixtures and fittings for which the **INSURED** is responsible as tenant and not as owner

TERRITORIAL LIMITS means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

TRADE or **BUSINESS** means the **TRADE** or **BUSINESS** specified in the Schedule and includes if Contents are insured under this Policy

- (1) the provision and management for the benefit of the **INSURED** or **EMPLOYEES** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **PREMISES** from which the **TRADE** or **BUSINESS** is conducted

UNOCCUPIED in respect of the **SALESHOP** means closed for **TRADE** or **BUSINESS** for more than 21 consecutive days and in respect of any other part of the **BUILDINGS** means without a tenant or occupant for more than 21 consecutive days

SECTION 1 BUILDINGS

THE INSURANCE

The **COMPANY** will indemnify the **INSURED** if the **BUILDINGS** or **OUTBUILDINGS** for which the **INSURED** is responsible are destroyed or damaged by the Insured Perils of

1 Fire Lightning Explosion Earthquake Subterranean Fire

2 Storm Tempest or Flood

3 Escape of water from any tank apparatus or pipe

4 Leakage of oil from any fixed heating installation

5 Leakage of beer or other beverage from any fixed installation

6 Riot Civil Commotion Strikes Persons taking part in labour disturbances or Malicious Persons

7 Aircraft or other aerial devices or articles dropped from them

8 Impact by any animal or vehicle or any article dropped from a vehicle

9 Breakage or collapse of television or radio aerials or receiving dishes or their fittings or masts

EXCLUSIONS

The **COMPANY** will not be liable for the **EXCESS** of £250 and loss destruction or damage

(i) caused by Subsidence Heave Landslip or Frost
(ii) to fences or gates
(iii) to any part of the **BUILDINGS** or **OUTBUILDINGS** left **UNOCCUPIED**
(iv) to glass

(i) to any part of the **BUILDINGS** or **OUTBUILDINGS** left **UNOCCUPIED**
(ii) to glass
(iii) by leakage of automatic sprinkler installations
(iv) caused by mould or toxic mould

(i) to any part of the **BUILDINGS** or **OUTBUILDINGS** left **UNOCCUPIED**

(i) to any part of the **BUILDINGS** or **OUTBUILDINGS** left **UNOCCUPIED**

(i) in Northern Ireland
(ii) whilst the **BUILDINGS** or **OUTBUILDINGS** are left **UNOCCUPIED**
(iii) to glass
(iv) to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or program or software) and whether the property of the **INSURED** or not caused by acts of malicious persons which do not involve physical force or violence

(i) to glass

(i) to glass

SECTION 1 BUILDINGS (continued)

10 Falling trees signs telegraph poles or lighting standards
or parts of them

- (i) *by felling or lopping of trees by the **INSURED***
- (ii) *to fences and gates*
- (iii) *to glass*

11 Theft following forcible and violent entry to or exit from
the **BUILDINGS** or any attempt thereat including threat
of personal violence to the **INSURED** or any
EMPLOYEE

-
- (i) *to any part of the **BUILDINGS** left **UNOCCUPIED***
 - (ii) *to glass*

EXTENSIONS SECTION 1 BUILDINGS

This Section extends to provide insurance in respect of

1 ARCHITECTS FEES – DEBRIS REMOVAL – LOCAL AUTHORITIES

The following expenses necessarily incurred with the **COMPANY'S** consent as a result of destruction or damage caused by any of the Insured Perils 1 – 11

(a) architects surveyors legal and other fees

(b) the cost of clearing the site and making the **BUILDINGS** and **OUTBUILDINGS** safe

(c) the additional costs of rebuilding or repair solely to comply with any statute or bye-law

2 UNDERGROUND SERVICES

The cost of repair of accidental damage for which the **INSURED** is responsible to underground services (including covers) extending from the **PREMISES** to the public mains

*The **COMPANY** will not be liable for*

(i) the costs of preparing a claim
(ii) any amount in excess of £10,000

*(i) work in respect of any undamaged portion or portions of the **PREMISES***
*(ii) costs incurred in removing debris except from the site of the **PREMISES** destroyed or damaged and the area immediately adjacent to such site*
(iii) any amount in excess of £10,000

*(i) work to comply with any notice served upon the **INSURED** before the happening of the destruction or damage*
(ii) any amount in excess of £10,000

*(i) the **EXCESS** of £250*
(ii) any amount in excess of £10,000

ADDITIONAL BENEFITS SECTION 1 BUILDINGS

1 AUTOMATIC REINSTATEMENT OF SUMS INSURED

The Sums Insured on **BUILDINGS** and **OUTBUILDINGS** and **SHOPFRONT** will not be reduced by the amount of any claim unless the **COMPANY** gives written notice to the contrary

2 INFLATION PROTECTION

The Sums Insured on the following are increased quarterly by the percentage movement in the Royal Institution of Chartered Surveyors BCIS General Building Cost Index or an alternative index specified by the **COMPANY**

BUILDINGS and OUTBUILDINGS SHOPFRONT

The **COMPANY** will not charge additional premium for the changes in the Sums Insured which are recalculated quarterly but the next renewal premium will be calculated on the adjusted Sums Insured

Sums Insured will not be reduced when an index figure reduces. However such Sums Insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

3 PURCHASERS INTEREST

If the **INSURED** has contracted to sell the **BUILDINGS** and **OUTBUILDINGS** and the purchaser has not insured the **PREMISES** before completion the purchaser will have the benefit of this Policy in so far as it relates to the **PREMISES** up to the date of completion

4 REINSTATEMENT

In the event of the **BUILDINGS** or **OUTBUILDINGS** being destroyed or damaged the basis upon which the amount payable is to be calculated shall be **Reinstatement** subject to the following Special Provisions and subject to the terms and conditions applying to this Section except in so far as the same may be varied hereby

Reinstatement shall mean

- (a) where the **BUILDINGS** or **OUTBUILDINGS** are destroyed their rebuilding or replacement in either case in a condition equal to but not better or more extensive than their condition when new
- (b) where the **BUILDINGS** or **OUTBUILDINGS** are damaged the repair of the damage and the restoration of the damaged portion to a condition substantially the same as but not better or more extensive than their condition when new

SPECIAL PROVISIONS

- (i) The work of **Reinstatement** must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount which would have been payable if this Additional Benefit had not been incorporated herein shall be made
- (ii) When the property insured under this Additional Benefit is destroyed or damaged in part only the liability of the **COMPANY** shall not exceed the sum representing the cost which the **COMPANY** could have been called upon to pay for **Reinstatement** if such property had been wholly destroyed
- (iii) No payment beyond the amount which would have been payable if this Additional Benefit had not been incorporated herein shall be made until the cost of **Reinstatement** shall have been actually incurred
- (iv) If at the time of **Reinstatement** the sum representing 85 per cent of the cost which would have been incurred in **Reinstatement** if the whole of the property had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property then the **INSURED** shall be considered as being his or her own insurer for the difference between the Sum Insured and the sum representing the cost of **Reinstatement** of the whole of the property and shall bear an appropriate proportion of the loss accordingly
- (v) No payment beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein shall be made if at the time of any destruction of or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the **INSURED** which is not upon the identical basis of **Reinstatement** set forth herein

ADDITIONAL BENEFITS SECTION 1 BUILDINGS (continued)

- (vi) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein the rights and liabilities of the **COMPANY** and the **INSURED** in respect of the destruction or damage shall be subject to the terms and conditions applying to this Section including any Condition of **AVERAGE** as if this Benefit had not been incorporated herein

5 RENT

The insurance on Rent applies only if the **BUILDINGS** or **OUTBUILDINGS** or any part thereof are unfit for occupation in consequence of its destruction or damage by any Insured Peril and the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the Term Insured for Rent

ADDITIONAL INSURANCES SECTION 1 BUILDINGS

The **COMPANY** will indemnify the **INSURED** against

*The **COMPANY** will not be liable for*

1 PROPERTY OWNERS LIABILITY

All sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses solely due to his or her ownership of the **PREMISES** and arising out of accidental **INJURY** to any person or accidental physical damage to material property caused by and happening in or about the **PREMISES** during the Period of Insurance

The liability of the **COMPANY** for all damages payable in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

- (i) **INJURY** to an **EMPLOYEE**
- (ii) liability assumed under a contract or agreement where such liability would not have arisen in the absence of such contract or agreement
- (iii) liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance
Provided that
 - (a) all **POLLUTION** or **CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
 - (b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION** or **CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule
- (iv) any liability of whatsoever nature arising out of mould or toxic mould

ADDITIONAL INSURANCES SECTION 1 BUILDINGS (continued)

2 DEFECTIVE PREMISES ACT 1972

Liability for **INJURY** loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with retail shop premises previously owned for purposes pertaining to the **TRADE** or **BUSINESS** and since disposed of by the **INSURED**

any **INJURY** loss or damage

- (i) happening prior to the disposal of the premises
- (ii) to the premises disposed of
- (iii) if the **INSURED** is entitled to indemnity from any other source

The liability of the **COMPANY** under this Insurance for all damages payable in respect of or arising out of any one occurrence attributable to one original cause shall not exceed £1,000,000

SPECIAL CONDITIONS SECTION 1 BUILDINGS

The Sums Insured for **BUILDINGS** and **OUTBUILDINGS** and **SHOPFRONT** are declared to be subject to **AVERAGE**

GENERAL EXCLUSIONS SECTION 1 BUILDINGS

The **COMPANY** will not be liable for

1 POLLUTION OR CONTAMINATION

Costs and expenses arising from loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the **BUILDINGS** and **OUTBUILDINGS** and **SHOPFRONT** insured caused by

- (i) pollution or contamination which itself results from an Insured Peril
- (ii) any Insured Peril which itself results from pollution or contamination

2 CHANGE IN THE WATER TABLE LEVEL

Damage attributable solely to change in the water table level

3 DATE RECOGNITION/DISCONTINUITY

Liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000

- (a) correctly to recognise any date as its true calendar date or
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or

GENERAL EXCLUSIONS SECTION 1 BUILDINGS (continued)

(ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date

or

(c) otherwise to function correctly

This General Exclusion applies to Additional Insurances 1 Property Owners Liability and 2 Defective Premises Act 1972 only

All other terms conditions and exclusions shall continue to apply but this exclusion shall take precedence over any provision to the contrary

SECTION 2 CONTENTS

THE INSURANCE

The **COMPANY** will indemnify the **INSURED** if the Contents specified in the Schedule for which the **INSURED** is responsible are lost damaged or destroyed whilst contained in the **SALESHOP** by the Insured Perils of

1 Fire Lightning Explosion Earthquake Subterranean Fire

2 Storm Tempest or Flood

3 Escape of water from any tank apparatus or pipe

4 Leakage of oil from any fixed heating installation

5 Leakage of beer or other beverage from any fixed installation

6 Riot Civil Commotion Strikes Persons taking part in labour disturbances or Malicious Persons

EXCLUSIONS

The **COMPANY** will not be liable for

- (a) the **EXCESS** of £250
 - (b) loss destruction or damage except as mentioned in the Schedule or any Section to
 - (i) video cassettes in excess of £1,000 deeds bonds bills of exchange promissory notes money or securities for money stamps furs jewellery precious stones works of art coins rare books explosives motor vehicles or their accessories
 - (ii) showcases or automatic machines or their contents outside the **BUILDINGS** or **OUTBUILDINGS**
 - (c) loss destruction or damage
-

- (i) caused by Subsidence Heave Landslip or Frost
 - (ii) whilst the **SALESHOP** is **UNOCCUPIED**
 - (iii) to Stocks in a basement unless stored on shelving at least 6" (150mm) above floor level
-

- (i) to water tanks apparatus or pipes
 - (ii) whilst the **SALESHOP** is **UNOCCUPIED**
 - (iii) by leakage of automatic sprinkler installations
 - (iv) to Stocks in a basement unless stored on shelving at least 6" (150mm) above floor level
 - (v) caused by mould or toxic mould
-

- (i) of or to the oil
 - (ii) whilst the **SALESHOP** is **UNOCCUPIED**
 - (iii) to Stocks in a basement unless stored on shelving at least 6" (150mm) above floor level
-

- (i) of or to the beer or other beverage
 - (ii) to Stocks in a basement unless stored on shelving at least 6" (150mm) above floor level
-

- (i) in Northern Ireland
- (ii) whilst the **SALESHOP** is **UNOCCUPIED**
- (iii) to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or program or software) and whether the property of the **INSURED** or not caused by acts of malicious persons which do not involve physical force or violence

SECTION 2 CONTENTS (continued)

7 Aircraft or other aerial devices or articles dropped from them

8 Impact with the **BUILDINGS** by any animal or vehicle or any article dropped from a vehicle

9 Breakage or collapse of television or radio aerials or receiving dishes or their fittings or masts

10 Falling trees signs telegraph poles or lighting standards or parts of them

11 Theft following forcible and violent entry to or exit from the **BUILDINGS** or any attempt thereat including threat of personal violence to the **INSURED** or any **EMPLOYEE**

*(i) by felling or lopping of trees by the **INSURED***

*(i) whilst the **SALESHOP** is **UNOCCUPIED***

EXTENSIONS SECTION 2 CONTENTS

This Section extends to provide insurance in respect of

1 DEBRIS REMOVAL

The costs and expenses necessarily incurred in removing debris as a result of loss destruction or damage caused by any of the Insured Perils 1- 11

*The **COMPANY** will not be liable for*

(i) costs or expenses

(a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

(b) arising from pollution or contamination of property not insured by this Policy

(ii) any amount in excess of £10,000

2 PROPERTY TEMPORARILY REMOVED

Loss or damage by the Insured Perils to trade fixtures fittings and machinery and **OTHER CONTENTS** whilst temporarily removed from the **SALESHOP** (including whilst in transit) but remaining within the **TERRITORIAL LIMITS**

(i) Theft Storm Tempest Flood when not in a locked building

(ii) pedal cycles and personal effects

(iii) any amount in excess of 15 per cent of the Sum Insured

*(iv) the **EXCESS** of £250*

3 REPLACEMENT OF LOCKS

The cost incurred in replacement of locks to the **SALESHOP** following loss of keys to the **SALESHOP** or to any safe or strongroom therein

*(i) replacement of locks arising from theft of keys from the **SALESHOP** out of **BUSINESS HOURS** or when the **SALESHOP** is **UNOCCUPIED***

(ii) for any amount in excess of £1,000

EXTENSIONS SECTION 2 CONTENTS (continued)

This Section extends to provide insurance in respect of

The COMPANY will not be liable for

4 METERED WATER

the cost incurred by the **INSURED** as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured damage to water apparatus after the point of the service feed to the **PREMISES**

-
- (i) the EXCESS of £250*
 - (ii) for any damage not discovered within 180 days*
 - (iii) for any loss occurring when the BUILDINGS in which the loss occurs are UNOCCUPIED*
 - (iv) any amount in excess of £2,500*
-

5 TRACE AND ACCESS

- (a) costs and expenses incurred in locating the source of the damage
- (b) costs and expenses incurred in repairing any damage caused in locating the source of the damage caused by Insured Perils 3 or 4 or 5

-
- (i) any amount in excess of £1,500*
-

6 TENANTS LIABILITY FOR DAMAGE

- (a) Underground Services
The cost for which the **INSURED** is responsible as tenant and not as owner of repair of accidental damage to underground services (including covers) extending from the **PREMISES** to the public mains

-
- (i) the EXCESS of £250*
 - (ii) any amount in excess of £10,000*
-

- (b) Theft Damage
The cost of repair of damage to the **BUILDINGS** or **OUTBUILDINGS** for which the **INSURED** is responsible as tenant following theft or attempted theft

-
- (i) damage when the BUILDINGS or OUTBUILDINGS are UNOCCUPIED*
 - (ii) the EXCESS of £250*
 - (iii) any amount in excess of £10,000*
-

-
- (c) Rented **BUILDINGS** or **OUTBUILDINGS**
Legal liability for loss or damage to the **BUILDINGS** or **OUTBUILDINGS** hired or rented to the **INSURED** for the purpose of the **TRADE** or **BUSINESS**

-
- (i) loss or damage assumed by the INSURED under a tenancy or other agreement which would not have attached in the absence of such agreement*
 - (ii) any amount in excess of the Public Liability Limit of Indemnity stated in the Schedule under Additional Insurance 4B in respect of any one occurrence or series of occurrences attributable to one original cause or source*
 - (iii) the EXCESS of £250*
-

ADDITIONAL BENEFITS SECTION 2 CONTENTS

1 AUTOMATIC REINSTATEMENT OF SUMS INSURED

The Sums Insured on Contents will not be reduced by the amount of any claim unless the **COMPANY** gives written notice to the contrary

2 INFLATION PROTECTION

The Sums Insured on the following are increased monthly by the percentage movement in the General Index of Retail Prices or an alternative index specified by the **COMPANY**

STOCK IN TRADE AND GOODS IN TRUST

TRADE FIXTURES FITTINGS MACHINERY AND OTHER CONTENTS

TENANTS IMPROVEMENTS

The **COMPANY** will not charge additional premium for the changes in the Sums Insured which will occur monthly but the next renewal premium will be calculated on the adjusted Sums Insured

Sums Insured will not be reduced when an index figure reduces. However such Sums Insured will not be subsequently increased due to an increase in the index until the index rises above the point at which it originally reduced

3 REINSTATEMENT

In the event of the trade fixtures fittings and machinery being lost destroyed or damaged the basis upon which the amount payable is to be calculated shall be the **Reinstatement** of the property lost destroyed or damaged subject to the following Special Provisions and subject also to the terms and conditions applying to this Section except in so far as the same may be varied hereby

Reinstatement means the carrying out of the following work

- (a) where the property is lost or destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- (b) where the property is damaged the repair of the damage and the restoration of the damaged portion of such property to a condition substantially the same as but not better or more extensive than its condition when new

SPECIAL PROVISIONS

- (i) When any property insured under this Additional Benefit is lost destroyed or damaged in part only the liability of the **COMPANY** shall not exceed the sum representing the cost which the **COMPANY** could have been called upon to pay for **Reinstatement** if such property had been wholly destroyed
- (ii) If at the time of **Reinstatement** the sum representing 85 per cent of the cost which would have been incurred in the **Reinstatement** if the whole of the property had been destroyed exceeds the Sum Insured thereon at the commencement of any loss destruction or damage to such property then the **INSURED** shall be considered as being his or her own insurer for the difference between the Sum Insured and the sum representing the cost of **Reinstatement** of the whole of such property and shall bear an appropriate proportion of the loss destruction or damage accordingly
- (iii) No payment beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein shall be made if at the time of any loss destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the **INSURED** which is not upon the identical basis of **Reinstatement** set forth herein
- (iv) Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under this Section if this Additional Benefit had not been incorporated herein the rights and liabilities of the **COMPANY** and the **INSURED** in respect of the loss destruction or damage shall be subject to the terms and conditions applying to this Section including any Condition of **AVERAGE** as if this Additional Benefit had not been incorporated herein

ADDITIONAL BENEFITS SECTION 2 CONTENTS (continued)

4 SEASONAL INCREASE OF STOCK

The Sums Insured on

- (i) Stock in Trade and Goods in Trust for which the **INSURED** is responsible
 - (ii) other Stock specifically stated in the Schedule
- are increased in each Period of Insurance by 30 per cent during
- (a) the months of November and December
 - (b) the period of 21 days immediately before and 7 days immediately following Easter Day

ADDITIONAL INSURANCES SECTION 2 CONTENTS

This Section also insures

The COMPANY will not be liable for

1 FROZEN FOOD

Loss of or destruction or damage to frozen food contained in any frozen food cabinet freezer cabinet cold store or cold room in the **BUILDINGS** caused by

- (a) breakdown of the frozen food cabinet freezer cabinet cold store or cold room
- (b) failure of the public electricity supply
- (c) accidental leakage of refrigerant

up to the Sum Insured stated in the Schedule

- (i) losses where the frozen food cabinet freezer cabinet cold store or cold room is more than 15 years old*
- (ii) loss destruction or damage resulting from the deliberate act of any public supply authority to withhold or restrict supply including but not limited to withdrawal of supply due to industrial action*
- (iii) the EXCESS of £100*

SPECIAL CONDITION - FROZEN FOOD

It is a condition precedent to the liability of the **COMPANY** that any frozen food cabinet freezer cabinet cold store or cold room over 2 years old is annually inspected and maintained by a competent person

2 GLASS

Breakage of fixed glass or polycarbonate substitute and fixed sanitaryware within or forming part of the **BUILDINGS** for repair or replacement of which the **INSURED** is responsible

ADDITIONAL EXPENSES

The **COMPANY** will pay the following additional expenses caused by the breakage of glass insured

- (a) repair or replacement of framework or the contents of shop windows
- (b) repair or replacement of lettering or alarm foil on glass up to an amount not exceeding £250

- (i) glass already cracked or broken*
- (ii) breakage caused by installation or removal of glass or repairs to the BUILDINGS*
- (iii) glass forming part of the INSUREDS stock in trade*
- (iv) the EXCESS of £100*
- (v) any amount in excess of £5,000*

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

3 GOODS IN TRANSIT

Loss destruction or damage to Contents insured by this Policy whilst in transit (including loading and unloading) on or in any motor vehicle (other than an open vehicle trailer or mobile shop) owned or operated by the **INSURED** in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS** up to the Sum Insured stated in the Schedule

The COMPANY will not be liable for

- (i) cigarettes tobacco wines spirits for any amount exceeding £2,500*
- (ii) livestock*
- (iii) **MONEY** gold and silver articles jewellery and watches*
- (iv) electrical or mechanical breakdown or derangement wear and tear natural deterioration depreciation and delay*
- (v) loss from any unattended vehicle unless all points of access are closed and locked or after the last business transit for the day has ceased*
- (vi) the **EXCESS** of £100*

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The COMPANY will not be liable for

4 LEGAL LIABILITY

A EMPLOYERS LIABILITY

All sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** in connection with the **TRADE or BUSINESS** during the Period of Insurance

The Employers Liability indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **EMPLOYEES** within the **TERRITORIAL LIMITS**

However the **INSURED** shall repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

Limit of Liability

The Limit of Liability of the **COMPANY** payable under the Insurance and Additional Insurances of this Section 4A Employers Liability shall be the Limit of Liability stated in the Policy Schedule in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence including all costs and expenses

-
- (i) compensation to an **EMPLOYEE** or director for bodily injury sustained when the **EMPLOYEE** or director is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under Section 145 (4A) of the Road Traffic Act 1988 or any subsequent legislation amending or replacing such Act*
 - (ii) liability arising out of any work undertaken and/or visit **OFFSHORE***

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The **COMPANY** will not be liable for

B PUBLIC LIABILITY

All sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass wrongful arrest loss of amenities nuisance or interference with any right of way light air or water

occurring in connection with the **TRADE or BUSINESS** during the Period of Insurance

- (i) at the **PREMISES** or elsewhere within the **TERRITORIAL LIMITS** in the course of collection or delivery or commercial visits to undertake non-manual work
- (ii) caused by goods or services sold or supplied by the **INSURED**

Limit of Indemnity

The liability of the **COMPANY** for all damages payable in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all damages payable in respect of or arising out of goods sold or supplied shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

- (i) *all liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance*
Provided that
 - (a) *all **POLLUTION or CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*
 - (b) *the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION or CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule but in no event shall this Policy cover any liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES or REMEDIATION** in the United States of America or Canada*
- (ii) *liability for **INJURY** to any director partner or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED***
- (iii) *loss of or damage to property in the custody or control of or owned by the **INSURED** director partner or any **EMPLOYEE** other than a director partner or **EMPLOYEES** personal property*
- (iv) *liability arising out of the ownership possession or use by or on behalf of the **INSURED** of any mechanically propelled vehicle or craft (including anything attached to such vehicle or craft) or horse but not mechanically propelled vehicles which are used in circumstances where no compulsory insurance is required by any road traffic legislation if no indemnity is provided by any other policy*
- (v) *liability assumed by an agreement which would not have attached in the absence of such agreement*

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The COMPANY will not be liable for

- (vi) liability arising out of remedial professional or other advice or treatment or the making up or dispensing of any medicine medical cosmetic or toilet preparation or any preparation for the treatment of hair*
 - (vii) any **INJURY** loss damage or liability caused by or arising from any goods known to be for use in or supply to the United States of America or Canada*
 - (viii) the cost of recalling repairing reconditioning or replacing any defective or unsuitable goods sold supplied or repaired*
 - (ix) liability arising out of any work undertaken and/or visit **OFFSHORE***
 - (x) any liability of whatsoever nature arising out of mould or toxic mould*
-

LEGAL COSTS AND EXPENSES

The **COMPANY** will be liable for all legal costs and expenses incurred with its written consent in defence of any claims which may be the subject of indemnity under this Additional Insurance including

- (i) representation at any Coroners Inquest or Fatal Accident Inquiry
 - (ii) proceedings in any Court of Summary Jurisdiction or on indictment in any higher court arising out of breach or alleged breach of statutory duty
-

CROSS LIABILITIES

(Applicable to Public Liability only)

If more than one person is named in the Schedule as the **INSURED** the **COMPANY** will indemnify each person as though a separate Policy had been issued to each person and the **COMPANY** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The COMPANY will not be liable for

COURT ATTENDANCE COMPENSATION (continued)

the **COMPANY** will provide compensation to the **INSURED** at the following rates per day of attendance

- | | |
|---|------|
| (a) any DIRECTOR or PARTNER | £250 |
| (b) any EMPLOYEE | £150 |

DEFECTIVE PREMISES ACT 1972

(Not operative if insurance under Section 1 is in force)

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with retail shop premises previously owned for purposes pertaining to the **TRADE** or **BUSINESS** and since disposed of by the **INSURED**

-
- (i) **INJURY** loss or damage
 - (a) happening prior to the disposal of the premises
 - (b) to the premises disposed of
 - (c) if the **INSURED** is entitled to indemnity from any other source
 - (ii) any amount in excess of the Limit of Indemnity stated in the Schedule
-

HEALTH AND SAFETY AT WORK ETC. ACT 1974

- LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any director or partner or **EMPLOYEE** of the **INSURED**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc. Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS**

-
- (i) any fine or penalty or prosecution costs
-

EMPLOYEES UNSATISFIED DAMAGES

If a judgement for damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE** or **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The COMPANY will not be liable for

EMPLOYEES UNSATISFIED DAMAGES (continued)

- (i) is obtained by such **EMPLOYEE** in any Court situate within the **TERRITORIAL LIMITS** against any person or corporate body other than the **INSURED** domiciled or operating from premises within such **TERRITORIAL LIMITS** and
- (ii) remains wholly or partly unsatisfied six months after the date of such judgement

at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the damages and costs remaining unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) the **EMPLOYEE** shall have assigned the judgement to the **COMPANY**

CONSUMER PROTECTION ACT 1987

- LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (i) the **INSURED**
- (ii) at the **INSUREDS** request any director partner or **EMPLOYEE** of the **INSURED**

against prosecution or incurred in connection with an appeal against conviction under the provisions of this Act

Provided that the offence under this Act is alleged to have been committed during the Period of Insurance in connection with the **TRADE or BUSINESS**

-
- (i) *any fine or penalty or prosecution costs*

CONTINGENT MOTOR LIABILITY

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use in the **TRADE or BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

-
- (i) *damage to such motor vehicle or to property conveyed therein*
 - (ii) *damage arising while such vehicle is being driven by the **INSURED***
 - (iii) *where indemnity is provided under any other insurance or security*
 - (iv) *any amount in excess of the Limit of Indemnity stated in the Schedule*

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The COMPANY will not be liable for

5 MONEY

Loss of **MONEY** within the **TERRITORIAL LIMITS** up to the Limits of Liability stated in the Schedule

- (i) depreciation shortages errors omissions or consequential loss of any kind*
 - (ii) loss arising from theft fraud or dishonesty of an **EMPLOYEE** of the **INSURED***
 - (a) not discovered within 7 working days of the event*
 - (b) insured by a fidelity guarantee insurance*
 - (iii) loss from any unattended vehicle*
 - (iv) loss from coin operated machines*
 - (v) loss by forgery or deception*
 - (vi) the **EXCESS** of £100*
-

MONEY: SPECIAL PROVISIONS

1 AGGREGATION

The aggregate liability of the **COMPANY** in respect of any one loss under this or any other Policy or Policies issued by the **COMPANY** shall not exceed the amounts shown under Limits of Liability

2 KEYS

All keys or notes of combinations to safes or strongrooms shall be in the custody of the **INSURED** or authorised **EMPLOYEE** during **BUSINESS HOURS** and not left in the **SALESHOP** out of **BUSINESS HOURS**

3 DAMAGE TO SAFES

The **COMPANY** will indemnify the **INSURED** in respect of loss destruction or damage to any safe strongroom or container used for the carriage or safety of **MONEY** as a result of theft or attempted theft

4 PERSONAL CARRYING LIMIT

Whenever the amount of **MONEY** (other than as described in Item 1) in transit exceeds £3,000 all notes will be carried on the person of able bodied adults and the **COMPANYS** liability will not exceed £3,000 in respect of any one person

ADDITIONAL INSURANCES SECTION 2 CONTENTS (continued)

This Section also insures

The **COMPANY** will not be liable for

6 ROBBERY ASSAULT

If the **INSURED** or any **EMPLOYEE** shall sustain accidental bodily injury as a direct result of robbery or attempted robbery in the course of his or her employment in the **TRADE or BUSINESS** which independently of any other cause results in death or disablement occurring within 12 months of such injury then the **COMPANY** will pay to such **INSURED** or **EMPLOYEE** the Benefit specified below

- (i) any person who at the time of sustaining injury or damage is under 16 or over 70 years of age
- (ii) an injury which is in any way brought about by or with the collusion of directors or **EMPLOYEES** of the **INSURED**
- (iii) an injury which is in any way brought about by any existing physical defect or infirmity drugs or intoxication

Benefits

1 Death	£5,000
2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3 Total irrecoverable loss of sight in one or both eyes	£5,000
4 Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5 Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£50
6 Clothing or personal effects damaged as a direct result of robbery to an amount not exceeding	£250

ROBBERY ASSAULT: SPECIAL PROVISIONS

- (i) No payment shall be made until the total amount due in respect of any one injury to the **INSURED** or an **EMPLOYEE** shall have been ascertained
- (ii) Not more than one of the Benefits 1 to 4 shall be payable in respect of the **INSURED** or any **EMPLOYEE** and any amount paid or payable under Benefit 5 in respect of the same occurrence shall be deducted from the amount payable under Benefits 1 to 4
- (iii) The receipt of the person entitled to compensation or his or her legal personal representatives shall in all cases be an effectual discharge to the **COMPANY**
- (iv) The injured person shall at his or her own expense furnish all certificates and information in such form and of such nature as the **COMPANY** may reasonably prescribe and as often as required by the **COMPANY** submit to medical examination on behalf of the **COMPANY** at its own expense in respect of any bodily injury sustained. The **COMPANY** shall in the event of the death of such person be entitled to a post mortem examination at its own expense

SPECIAL CONDITION SECTION 2 CONTENTS

The Sums Insured by each Item of this Section are similarly but separately declared to be subject to **AVERAGE**

GENERAL EXCLUSIONS SECTION 2 CONTENTS

The **COMPANY** will not be liable for

1 **SELF-IGNITION**

Loss destruction or damage to electric wiring machines or appliances caused by self-ignition

2 **POLLUTION OR CONTAMINATION**

Costs and expenses arising from loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- (i) pollution or contamination which itself results from an Insured Peril*
- (ii) any Insured Peril which itself results from pollution or contamination*

3 **CHANGE IN THE WATER TABLE LEVEL**

Loss destruction or damage attributable solely to change in the water table level

4 **DATE RECOGNITION/DISCONTINUITY**

*Liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000*

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of*
 - (i) treating any date otherwise than as its true calendar date or*
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date*

or

- (c) otherwise to function correctly*

This General Exclusion applies to Additional Insurances 4B Public Liability only

All other terms conditions and exclusions shall continue to apply but this exclusion shall take precedence over any provision to the contrary

SECTION 3 BUSINESS INTERRUPTION

THE INSURANCE

If the **TRADE or BUSINESS** at the **PREMISES** is interrupted as a result of loss destruction or damage arising from

1 INSURED PERILS

any of the Insured Perils under Section 1 BUILDINGS or Section 2 CONTENTS

2 GLASS

breakage of glass insured by Section 2 CONTENTS

3 UNDERGROUND SERVICES

damage to underground services insured by Section 2 CONTENTS

4 PREVENTION OF ACCESS

damage to property in the vicinity of the **PREMISES** by any Insured Peril under Section 2 CONTENTS which prevents or hinders the use of or access to the **PREMISES**

5 DEFECTIVE SANITATION POISONING MURDER SUICIDE OR DISEASE

- (a) closure or restriction on the use of the **PREMISES** by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at
- (b) any occurrence of a **NOTIFIABLE HUMAN DISEASE** attributable to food or drink supplied from
- (c) murder or suicide occurring at the **PREMISES**

6 DAMAGE AT SUPPLIERS PREMISES

destruction or damage at any suppliers premises within the **TERRITORIAL LIMITS** by any Insured Peril under Section 2 CONTENTS

EXCLUSIONS

The **COMPANY** will not be liable

(i) for any amount in excess of £25,000

(i) for any amount in excess of £25,000

(i) for any amount in excess of £25,000

(i) for any amount in excess of £25,000

(ii) for any costs incurred in the cleaning repair replacement recall or checking of property

(iii) for any loss arising from those **PREMISES** that are not directly affected by the occurrence discovery or accident

(i) for any amount in excess of £25,000

SECTION 3 BUSINESS INTERRUPTION (continued)

THE INSURANCE

If the **TRADE or BUSINESS** at the **PREMISES** is interrupted as a result of loss destruction or damage arising from

7 FAILURE OF PUBLIC UTILITIES

accidental failure of the public supplies of electricity gas or water at the terminal point of the public supply undertakings feed to the **PREMISES**

EXCLUSIONS

The **COMPANY** will not be liable

-
- (i) where such failure is for a period of less than seven hours
 - (ii) where the supply authority exercises its right to restrict or withhold supply including but not limited to withdrawal of supply due to industrial action
 - (iii) as a result of any fault in any part of the **INSUREDS** installation at the **PREMISES**
 - (iv) for any amount in excess of £25,000
-

then the **COMPANY** will indemnify the **INSURED** for

- (i) Loss of **GROSS EARNINGS** and
- (ii) Increase in Cost of Working

Provided that

- (a) if material property for which the **INSURED** is responsible is lost destroyed or damaged there is simultaneously in force an insurance covering the interest of the **INSURED** in such material property at the **PREMISES** under which the insurers have admitted liability for such loss destruction or damage and
- (b) the liability of the **COMPANY** during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule

PAYMENT OF CLAIMS

The amount payable as indemnity shall be

- (a) in respect of Loss of **GROSS EARNINGS** the amount by which the **GROSS EARNINGS** during the **INDEMNITY PERIOD** shall in consequence of the damage fall short of the **STANDARD GROSS EARNINGS**
- (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 reduction in **GROSS EARNINGS** which but for that expenditure would have taken place during the **INDEMNITY PERIOD** in consequence of the damage but not exceeding the loss of **GROSS EARNINGS** thereby avoided less any sum saved during the **INDEMNITY PERIOD** in respect of such of the charges and expenses of the **TRADE or BUSINESS** as may cease or be reduced in consequence of the damage

Provided that if the Sum Insured by this Section be less than the amount of the **ANNUAL GROSS EARNINGS** (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

SECTION 3 BUSINESS INTERRUPTION SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

INDEMNITY PERIOD means the period beginning with the occurrence of the loss destruction or damage and ending not later than the Maximum Indemnity Period thereafter stated in the Schedule during which the **TRADE or BUSINESS** shall be affected as a result

GROSS EARNINGS means the receipts of the **TRADE or BUSINESS** from all sources less the cost of goods or materials relative thereto

ANNUAL GROSS EARNINGS means the **GROSS EARNINGS** during the twelve months immediately before the date of the damage

STANDARD GROSS EARNINGS means the **GROSS EARNINGS** during that period in the twelve months immediately before the date of the damage which corresponds with the **INDEMNITY PERIOD**

-) to which such adjustments shall be made as may be
-) necessary to provide for the trend of the **TRADE or**
-) **BUSINESS** either before or after the damage or which
-) would have affected the **TRADE or 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

SECTION 3 BUSINESS INTERRUPTION SPECIAL EXTENSION

LOSS OF ACCOUNTS RECEIVABLE

The **COMPANY** will indemnify the **INSURED** in the event of records of **ACCOUNTS RECEIVABLE** kept in the **BUILDINGS** being lost destroyed or damaged up to the Sum Insured stated in the Schedule

The **COMPANY** will also indemnify the **INSURED** in respect of additional expenses incurred by the **INSURED** in tracing and establishing **ACCOUNTS RECEIVABLE** with the **COMPANYS** consent

EXCLUSIONS

*The **COMPANY** will not be liable for*

- (i) errors and omissions*
- (ii) alteration or concealment*
- (iii) unexplained disappearance*
- (iv) failure of electric electronic or mechanical accounting systems or storage media*
- (v) failure to keep business books and records in Standard Metal Cabinets Fire Resisting Cabinets or Safes when the records of **ACCOUNTS RECEIVABLE** are not in use*
- (vi) any loss directly or indirectly resulting from loss destruction or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not*

but this shall not exclude loss which arises from Insured Perils 1 to 11 inclusive under Section 1 Buildings or Section 2 Contents other than the acts of thieves or malicious persons which do not involve physical force and violence or the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions

SECTION 3 BUSINESS INTERRUPTION MEMORANDA

NEW BUSINESS

For the purpose of any claim arising from loss destruction or damage occurring before the completion of the first year's trading of the **TRADE or BUSINESS** at the **PREMISES** such loss shall be ascertained by applying the **GROSS EARNINGS** earned during the period between the commencement of the **TRADE or BUSINESS** at the **PREMISES** and the date of the event to the amount by which the **GROSS EARNINGS** during the period of interruption or interference shall have fallen short of the proportional equivalent for that period of the **GROSS EARNINGS** realised during the period between the commencement of the **TRADE or BUSINESS** and the date of such event

ALTERNATIVE TRADING

If during the **INDEMNITY PERIOD** the **TRADE or BUSINESS** shall be conducted elsewhere than at the **PREMISES** the **GROSS EARNINGS** for such **TRADE or BUSINESS** shall be brought into account in arriving at the **GROSS EARNINGS** during the **INDEMNITY PERIOD**

PROFESSIONAL ACCOUNTANTS/AUDITORS CHARGES

The **COMPANY** will pay to the **INSURED** under this Section the reasonable charges payable by the **INSURED** to their professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by the **COMPANY** under the terms of this Section and reporting that such particulars or details are in accordance with the **INSUREDS** books of account or other **TRADE or BUSINESS** books or documents provided that the sum of the amount payable under this Memorandum and the amount otherwise payable under this Section shall in no case exceed the total Sum Insured by this Section

ALTERATION

This Section will be cancelled and of no effect if

- (a) the **TRADE or BUSINESS** be wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) the **INSUREDS** interest ceases otherwise than by death

GENERAL EXCLUSIONS SECTION 3 BUSINESS INTERRUPTION

The **COMPANY** will not be liable for

1 **POLLUTION OR CONTAMINATION**

loss resulting from pollution or contamination unless caused by

- (i) loss destruction or damage insured by this Section
- (ii) loss destruction or damage insured by this Section which itself results from pollution or contamination

2 **CHANGE IN THE WATER TABLE LEVEL**

loss attributable solely to change in the water table level

3 **COMPUTER EQUIPMENT**

loss directly or indirectly resulting from loss destruction or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **INSURED** or not

but this shall not exclude loss which arises from an Insured Peril other than

- (a) the acts of thieves and malicious persons which do not involve physical force and violence
- (b) the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions
- (c) sudden and unforeseen accidental damage (where insured)

SECTION 4 PERSONAL ACCIDENT

THE INSURANCE

If an Insured Person suffers accidental bodily injury (including exposure to the elements) during the Period of Insurance which independently of any other cause within twenty four months results in death or disablement the **COMPANY** will pay to the **INSURED** the Benefits shown below

Benefits

Item	One Unit of Benefit
1 Death	£5,000
2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3 Total and irrecoverable loss of all sight in one or both eyes	£5,000
4 Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5 Total uninterrupted disablement from engaging in usual occupation for a maximum of 104 weeks at a rate per week of	£50

The **COMPANY** will also pay medical expenses incurred as a result of a claim in respect of Items 1 - 5 above up to an amount not exceeding £500

SPECIAL NOTE

Sickness illness and disease are not insured unless arising as a direct result of accidental bodily injury to an Insured Person

EXCLUSIONS

Benefit is not payable under this Section

- (i) where the Insured Person is under 16 years or is over 70 years of age*
 - (ii) as a result of
 - (a) Alcoholism or drug addiction*
 - (b) Flying other than as a passenger in a fully licensed passenger carrying aircraft*
 - (c) Football other than amateur Association Football*
 - (d) Hang-gliding*
 - (e) Intentional self injury*
 - (f) Motorcycling*
 - (g) Mountaineering or climbing*
 - (h) Parachuting or parasailing*
 - (i) Potholing*
 - (j) Racing other than on foot*
 - (k) Subaqua diving*
 - (l) Use of power driven woodworking machinery*
 - (m) Water skiing*
 - (n) Winter sports**
 - (iii) in respect of any known physical defect or infirmity drugs or intoxication*
 - (iv) for more than one of Items 1 to 4 of the Benefits in respect of the same injury*
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SECTION 5 LOSS OF LIQUOR LICENCE

THE INSURANCE

In the event of the Licence granted for the retail sale of excisable liquors from the **SALESHOP** being

- (a) forfeited under the provisions of the legislation governing such Licence
- (b) refused renewal by the appropriate licensing authority after application for renewal

from causes beyond the control of the **INSURED** the **COMPANY** will indemnify the **INSURED** in respect of the depreciation in value of his interest in the **PREMISES** up to and not exceeding the Limit of Indemnity stated in the Schedule

EXCLUSIONS

The **COMPANY** shall not be liable where

- (i) the **INSURED** is entitled to obtain compensation under the provisions of any Act of Parliament
- (ii) the forfeiture or refusal to renew the Licence results from any change in the law
- (iii) the forfeiture or refusal to renew the Licence arises directly or indirectly from any town or country planning improvement redevelopment compulsory purchase or surrender reduction or redistribution of Licences in connection therewith

ADDITIONAL EXPENSES

The **COMPANY** will pay costs and expenses incurred by the **INSURED** with the written consent of the **COMPANY** in connection with any appeal against the forfeiture of or refusal to renew the Licence which arises from a cause beyond the control of the **INSURED**

SPECIAL CONDITIONS

- 1 The **INSURED** shall give immediate notice in writing to the **COMPANY** on becoming aware of any
 - (a) complaint against the **PREMISES** or the control thereof
 - (b) proceedings against or conviction of the Licenceholder Manager Tenant or Occupiers of the **PREMISES** for any breach of the licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called in question with respect to his honesty moral standing or sobriety
 - (c) change in the tenancy or management of the **PREMISES**
 - (d) transfer or proposed transfer of the Licence
 - (e) alteration in the purpose for which the **PREMISES** are used
 - (f) objection to renewal or other circumstances which may endanger the Licence or the renewal thereof
- 2 In the event of a forfeiture or refused renewal of the Licence the **INSURED** must notify the **COMPANY** in writing within twenty four hours after such forfeiture or refused renewal and shall supply such information and provide such assistance as the **COMPANY** may reasonably require

SECTION 6 SPECIFIED ALL RISKS

THE INSURANCE

The **COMPANY** will indemnify the **INSURED** in respect of accidental loss or damage to the Property specified in the Schedule

EXCLUSIONS

The **COMPANY** will not be liable for

- (i) *electric electronic or mechanical breakdown or derangement*
- (ii) *use contrary to manufacturers instructions*
- (iii) *failure of electric electronic or mechanical accounting systems or storage media*
- (iv) *loss destruction or damage*
 - (a) *by wear and tear deterioration depreciation rust climatic conditions or gradually operating cause*
 - (b) *by any process of cleaning alteration maintenance or repair*
- (v) *the EXCESS of £100*
- (vi) *loss destruction or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or program or software) and whether the property of the INSURED or not caused by acts of malicious persons which do not involve physical force or violence*
- (vii) *theft or attempted theft from any unattended conveyance*
- (viii) *any loss destruction or damage occurring outside the TERRITORIAL LIMITS*

SPECIAL EXTENSION

If the **COMPANY** is liable under this Section for accidental loss or damage to Property Insured then the Insured Perils by Section 3 shall also include accidental loss or damage to such property

GENERAL EXCLUSIONS applying to all insured sections

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for any claim in respect of

1 **NUCLEAR RISKS**

- (a) *loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss*
- (b) *any legal liability of whatsoever nature*

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

- (i) *ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
- (ii) *the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof*

This Exclusion is not applicable to Section 2 Additional Insurance 4A Employers Liability

2 **WAR RISKS**

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

3 **PRESSURE WAVES**

loss destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4 **NORTHERN IRELAND**

loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikes persons taking part in labour disturbances or malicious persons

5 **EXCLUDED PROPERTY AND CONTINGENCIES**

property or contingencies more specifically insured by any other Policy

6 **FRAUD**

- (i) *loss destruction or damage by fraud*
- (ii) *theft or any attempt thereat in which any **EMPLOYEE** or any member of the **INSUREDS** family is concerned as principal or accessory*

GENERAL EXCLUSIONS applying to all insured sections (continued)

7 **TERRORISM**

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- (i) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
- (ii) any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM*

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

*In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **INSURED***

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

8 **DATE RECOGNITION/DISCONTINUITY**

*loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000*

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or*
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date**

or

- (c) otherwise to function correctly*

but should such loss damage or destruction or consequential loss result in additional loss damage or destruction or consequential loss (which is not otherwise excluded) caused by

- (i) fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or*
- (ii) theft other than in respect of Additional Insurances 5 Money to Section 2 Contents*

GENERAL EXCLUSIONS applying to all insured sections (continued)

where insured by this Policy and which is not otherwise excluded then this exclusion shall not apply to such additional loss damage or destruction or consequential loss

This General Exclusion does not apply to

- (i) Additional Insurances to Section 1 Buildings or*
- (ii) Additional Insurances 4A Employers Liability and 4B Public Liability to Section 2 Contents or*
- (iii) Section 4 Personal Accident*

where insured by this Policy

All other terms conditions and exclusions shall continue to apply but this exclusion shall take precedence over any provision to the contrary

9 **ASBESTOS**

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This Exclusion shall not apply in respect of such removal or disposal provided that

- (i) such activity does not form part of the **INSUREDS** usual **TRADE** or **BUSINESS** or contract and*
- (ii) the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- (iii) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- (iv) an HSE licensed asbestos removal contractor is employed if legally required*
 - (a) to make safe the area in which the discovery is made as soon as is practicable*
 - (b) who has Employers' Liability and Public Liability insurances in force*
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
 - (ii) that do not exclude the work to be carried out*

GENERAL CONDITIONS applying to all insured sections

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

Conditions Number 1 and 2 and 5 and 7 to 11 inclusive are all conditions precedent to any liability of the COMPANY under this Policy

1 OBSERVANCE OF POLICY TERMS

The due observance and fulfillment of the terms conditions and endorsements of this Policy by the **INSURED** in so far as they relate to anything to be done or complied with by the **INSURED** and the truth of the answers and statements in the **PROPOSAL** made by the **INSURED** shall be conditions precedent to any liability of the **COMPANY**

2 REASONABLE PRECAUTIONS

The **INSURED** shall

- (a) take all reasonable precautions to select and supervise staff
- (b) take all reasonable precautions to prevent accident **INJURY** loss or damage
- (c) maintain the **PREMISES** plant machinery and fire extinguishing appliances in sound condition

3 VOIDANCE

This Policy will be voidable in the event of misrepresentation misdescription or non-disclosure in any material fact
If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the **INSURED** or anyone acting on the **INSUREDS** behalf to obtain any benefit under this Policy or if any destruction or damage is occasioned by the wilful act or with the connivance of the **INSURED** all benefits under this Policy will be forfeited

4 CANCELLATION

The **COMPANY** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **INSUREDS** last known address and in such event the **COMPANY** will return the pro-rata portion of the premium for the unexpired Period of Insurance

5 PAYMENT OF PREMIUM and RELEVANT TAXES

- (a) The Premium under this Policy is deemed to be the total gross Premium paid by the **INSURED**
- (b) It is a condition precedent to the **COMPANYS** liability under this Policy that the Premium and any relevant taxes are paid when due otherwise all benefit under this Policy shall be forfeit and the Policy shall be cancelled from the date when the Premium was due
- (c) In the event that the Premium for this Policy is paid through the **COMPANYS** credit scheme
 - (i) it is a condition precedent to the **COMPANYS** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme and in the event of a default through non-compliance with the Terms and Conditions of the credit scheme then the Policy shall be cancelled from the date of the first default
 - (ii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of the credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied but if the default remains unremedied within that time the Policy shall be cancelled at the end of that 21 day period

6 PAYMENT OF CLAIMS

In the event of a claim being made under this Policy the Premium for which is paid through the **COMPANYS** credit scheme the **COMPANY** may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

GENERAL CONDITIONS applying to all insured sections (continued)

7 ALTERATION OF RISK

The **COMPANY** will not be liable for any loss destruction damage or liability following

- (a) alteration whereby the risk of loss destruction damage or liability is increased
- (b) cessation of the **INSURED'S** interest except by will or operation of law unless such alteration is agreed in writing by the **COMPANY**

8 SECURITY

The following protective devices must be installed at the **PREMISES** and shall be maintained in full and effective working order and put into actual operation out of **BUSINESS HOURS** unless agreed otherwise in writing by the **COMPANY**

The final exit door must be secured by a 5 lever mortise deadlock and a 7 inch box striking plate

Other external doors must be secured by either a 5 lever mortise deadlock and 7 inch box striking plate or key operated bolts fitted top and bottom and used in addition to any existing protections

Opening windows on the ground floor and other accessible windows must be secured by key operated window locks

Louvres in windows on the ground floor and in other accessible windows must be permanently fixed in place

9 INTRUDER ALARM

This Condition applies to Section 1 Buildings Section 2 Contents Section 3 Business Interruption and Section 6 Specified All Risks except the Additional Insurances to Section 1 Buildings and the Additional Insurances 1 Frozen Food 2 Glass 3 Goods in Transit 4A Employers Liability 4B Public Liability and 6 Robbery Assault to Section 2 Contents

The words defined below will have the same meaning whenever they appear in capital letters in this Condition

SYSTEM

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

ALARMED PREMISES

The **PREMISES** or those portions of the **PREMISES** protected by the SYSTEM

RESPONSIBLE PERSON

The **INSURED** or any person authorised by the **INSURED** to be responsible for the security of the **PREMISES**
Any Third Party shall not be deemed to be a RESPONSIBLE PERSON unless agreed by the **COMPANY** in writing

KEYHOLDER

The **INSURED** or any person or keyholding company authorised by the **INSURED** who is available at all times to accept notification of faults or alarm signals relating to the SYSTEM attend and allow access to the **PREMISES**

GENERAL CONDITIONS applying to all insured sections (continued)

CONFIRMED ALARM ACTIVATION

An alarm signal emanating from two or more independent sensors and/or detectors and/or processors

This shall include loss of both means of communication used to transmit signals or loss of one means of communication used to transmit signals and an alarm signal emanating from one sensor or detector or processor

Confirmation can also be achieved by human intelligence at an Alarm Receiving Centre interpreting visual images or audio signals transmitted from the **PREMISES** and making a decision that there is a high probability that intrusion or attempted intrusion has occurred

UNCONFIRMED ALARM ACTIVATION

An alarm signal emanating from sensor(s) and/or detector(s) and/or processor(s) and/or means of communication used to transmit signals other than as described in CONFIRMED ALARM ACTIVATION above

PERIMETER DETECTION DEVICE

An intruder detection device designed to detect intrusion to the **BUILDINGS** by any person(s) through the external fabric of the **BUILDINGS**

INTERNAL DETECTION DEVICE

An intruder detection device designed to detect intrusion to the **BUILDINGS** by unauthorised persons within the **BUILDINGS**

TAMPER SIGNAL

An alarm signal arising from the attempted disconnection of or tampering with control panel or audible warning equipment at the **PREMISES**

It is a condition precedent to the liability of the **COMPANY** that in respect of any **SYSTEM** at the **PREMISES**

- (1) the **SYSTEM** is installed in accordance with any specification which has been agreed by the **COMPANY**
- (2) the **SYSTEM** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company as agreed in writing by the **COMPANY**
- (3) no alteration to or substitution of
 - (i) any part of the **SYSTEM**
 - (ii) the procedures agreed by the **INSURED** and the **COMPANY** for Police or any other response to any activation of the **SYSTEM**
 - (iii) the maintenance contractshall be made without the written agreement of the **COMPANY**
- (4) the **ALARMED PREMISES** shall not be left without at least one **RESPONSIBLE PERSON** therein without the agreement of the **COMPANY**
 - (i) unless the **SYSTEM** is set in its entirety with the means of communication used to transmit signals in full operation except as provided in the table in paragraph (9) below
 - (ii) if the Police Authority have withdrawn their response to alarm calls
- (5) all keys to the **SYSTEM** are removed from the **PREMISES** when the **PREMISES** are left unattended

GENERAL CONDITIONS applying to all insured sections (continued)

- (6) the **INSURED** maintains secrecy of codes for the operation of the **SYSTEM** and no details are left on the **PREMISES**
- (7) the **INSURED** shall appoint at least two **KEYHOLDERS** and lodge written details (which must be kept up to date) with the alarm company and the Police Authority
- (8) in the event of notification of any activation of the **SYSTEM** or interruption in the means of communication during any period that the **SYSTEM** is set a **KEYHOLDER** shall attend the **PREMISES** within twenty minutes of being notified of any such activation or interruption and shall not leave the **PREMISES** without at least one **RESPONSIBLE PERSON** remaining therein until the provisions of paragraph (4) above have been complied with unless specifically agreed in writing by the **COMPANY**
This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (9) below
- (9) where the Police only respond to confirmed alarm activation(s) under the ACPO Security System Policy the appropriate 'Keyholder Response' is made by a **KEYHOLDER** in respect of any 'Incident' in accordance with the table below upon notification of any fault or alarm signal
This paragraph shall not apply where the appropriate response to alarm activation is made in accordance with paragraph (8) above

INCIDENT – WHILST SYSTEM IS SET IN ITS ENTIRETY WITH THE MEANS OF COMMUNICATION TO TRANSMIT SIGNALS IN FULL OPERATION	KEYHOLDER RESPONSE
CONFIRMED ALARM ACTIVATION	KEYHOLDER to attend and remain until the BUILDINGS are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
UNCONFIRMED ALARM ACTIVATION from a perimeter detection device	KEYHOLDER to attend and remain until the BUILDINGS are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
UNCONFIRMED ALARM ACTIVATION from an INTERNAL DETECTION DEVICE where the SYSTEM has since been re-set in its entirety with the means of communication to transmit signals in full operation	Attendance at KEYHOLDERS option
UNCONFIRMED ALARM ACTIVATION from an internal detection device where the SYSTEM is unable to be re-set in its entirety	KEYHOLDER to attend and remain until the BUILDINGS are secure and the SYSTEM is re-set in its entirety with the means of communication to transmit signals in full operation
Loss of the sole means of communication to transmit signals without detector activation	KEYHOLDER to attend and remain until the means of communication to transmit signals is in full operation
Loss of one of two means of communication to transmit signals without detector activation	KEYHOLDER to instigate remedial action Attendance at KEYHOLDERS option
Single TAMPER SIGNAL	KEYHOLDER to attend and remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation

GENERAL CONDITIONS applying to all insured sections (continued)

INCIDENT – WHILST INTRUDER ALARM SYSTEM IS NOT SET IN ITS ENTIRETY	KEYHOLDER RESPONSE
Loss of the sole means of communication to transmit signals	KEYHOLDER to remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation
Loss of one of two means of communication to transmit signals	KEYHOLDER to remain until the means of communication to transmit signals is in full operation
Single TAMPER SIGNAL	KEYHOLDER to remain until the SYSTEM is set in its entirety with the means of communication to transmit signals in full operation

- (10) in the event of the **INSURED** receiving any notification from
- (i) the Police Authority that Police attendance in response to alarm signals or calls from the SYSTEM may be withdrawn or the level of response reduced
 - (ii) a Local Authority or Magistrate imposing any requirement for abatement of a nuisance
 - (iii) the installing company or other such company as agreed by the **COMPANY** that the SYSTEM cannot be returned to or maintained in full working order (except as provided for in paragraphs (8) and (9) above the **INSURED** shall advise the **COMPANY** as soon as possible and in any event not later than 10 am on the **COMPANYS** next working day and comply with any subsequent requirements stipulated by the **COMPANY**

10 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to a claim under this Policy the **INSURED** shall

- (a) immediately notify the **COMPANY**
- (b) immediately notify the Police of any loss of **MONEY** or loss destruction or damage by theft or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the loss or damage
- (d) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim

11 CLAIMS - CO-OPERATION

The **INSURED** shall provide all help and assistance and co-operation required by the **COMPANY** in connection with any claim

12 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim under this Policy will be entitled to

- (a) enter the premises where the loss has occurred without incurring any liability and without diminishing the right of the **COMPANY** to rely on the Conditions of this Policy and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner
- (b) undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSUREDS** name to mitigate the loss
- (c) indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost destroyed or damaged or any part thereof The **COMPANY** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one item more than the Sum Insured thereon

GENERAL CONDITIONS applying to all insured sections (continued)

13 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 **COMPANY**

14 LAW GOVERNING THE POLICY

Where the **INSURED** is a sole trader the **INSURED** has the right to choose the law which shall apply to this contract
However the law of England shall apply unless otherwise agreed in writing by the **COMPANY**

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the **INSURED** will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

15 OTHER INSURANCES

If at the time of any loss destruction damage or **INJURY** there is any other insurance covering the same contingency the **COMPANY** will not be liable for more than its appropriate proportion thereof

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

In the event of conflict between this condition and any other provisions of the Policy this condition takes precedence

- (a) This Policy is a contract solely between the **COMPANY** (which term in this condition shall include Underwriter or Insurer) and the **INSURED** (which term in this Condition shall include **ASSURED**) or **INSURED** specifically named in the Policy Schedule

It is not intended to confer any contractual rights on any other person (which term this condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing

The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this condition

- (b) Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy
- (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind cancel or avoid the Policy
 - (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy
 - (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy
 - (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Policy Schedule

GENERAL CONDITIONS applying to all insured sections (continued)

- (c) Any right of the **COMPANY** to rescind cancel or vary this Policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy
Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Policy Schedule
Such notice shall be deemed to be notice to any person having contractual rights under the Policy
- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANY** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Schedule was the only person entitled to contractual rights under the Policy
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy

The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit of indemnity under the Policy
- (f) All other terms and exclusions of the Policy shall remain in full force and effect

17 RISK IMPROVEMENT REQUIREMENTS

All Risk Improvement Requirements notified to and agreed by or on behalf of the **INSURED** shall be complied with and continue to be complied with during the whole currency of the Policy

18 NO CLAIMS DISCOUNT

The first and renewal premiums for this Policy include a discount in accordance with the following scale provided no claims have been or will be made for losses occurring in the undernoted periods of insurance

Period of Insurance	Discount
Preceding year	10%
Preceding 2 years	17½%
Preceding 3 years	25%

Should the **COMPANY** consent to a transfer of interest in this Policy any benefit accrued under this General Condition prior to the transfer of interest shall not be transferable

In the event of one or more losses occurring in any period of insurance for which indemnity is payable under this Policy no discount will apply to the next renewal premium

In the event of a claim not being taken into account in determining such discount due to:-

- 1 a delay in reporting the loss destruction damage death injury or disease
- 2 the loss occurring towards the end of the period of insurance for which the discount was allowed

and the discounted premium having been accepted by the **INSURED** an additional premium equal to the amount of the discount will be payable by the **INSURED**