

insure *sport*[®]

The logo for insure4sport, where the number "4" is a green circle with a white diagonal line.

Clubhouse Sports Property
Insurance Booklet

Thank you for choosing Insure4Sport.

Insure4Sport is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

The next few pages give **You** a summary of the main **Policy** benefits and terms and conditions, known as the **Policy** Summary (KeyFacts®) and therefore does not contain the full terms which can be found further in this insurance booklet.

keyfacts®

INSURE4SPORT SUMMARY

NAME OF THE UNDERWRITER

Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance PLC.

TYPE OF INSURANCE AND COVER

This Insurance can provide cover for the following. Please refer to **Your Schedule** for details of the cover applicable to **You** as the insured person:

- Section 1 - Property Damage
- Section 2 - All Risks
- Section 3 - Business Interruption
- Section 4 - Loss of Licence
- Section 5 – Fidelity
- Section 6 – Employers' Liability
- Section 7 – Public Liability / Products Liability
- Section 8 – Professional Indemnity

STANDARD FEATURES AND BENEFITS

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 – Property Damage	<ul style="list-style-type: none">• Loss or Damage caused by:• Fire, smoke, lightning, explosion, earthquake• Riot, civil commotion, malicious damage• Storm, flood, escape of water or oil• Impact• Theft or attempted theft• Falling trees• Leakage of drinks from storage containers• Accidental Damage to fixed Glass, neon signs and sanitary ware• Equipment and contents at the specified premises	<ul style="list-style-type: none">• Please see 'What is not covered' in the policy wording• The amount of the Excess• Cover excludes terrorism• A limit of £10,000 applies in respect of accidental Damage to fixed Glass, neon signs and sanitary ware
Section 2 – All Risks	<ul style="list-style-type: none">• Loss or Damage to Portable Equipment within the Territorial Limits shown on the Schedule• Loss or Damage to Portable Equipment within the Territorial Limits shown on the Schedule	<ul style="list-style-type: none">• Please see 'What is not covered' in the policy wording• The amount of the Excess• Security restrictions apply
Section 3 – Business Interruption	<ul style="list-style-type: none">• Covers loss of Gross Revenue or Gross Profit by a cause which is also insured under the Property Damage Insurance section for the Indemnity Period shown in Your Schedule	<ul style="list-style-type: none">• Please see 'What is not covered' in the policy wording.• The amount of the Excess
Section 4 – Loss of Licence	<ul style="list-style-type: none">• Loss of Gross Profit or a reduction in the value of the Premises as a result of the loss of liquor licence	<ul style="list-style-type: none">• Please see 'What is not covered' in the policy wording• The amount of the Excess
Section 5 – Fidelity	<ul style="list-style-type: none">• Loss of Money or Goods caused by fraud or dishonesty of an Employee	<ul style="list-style-type: none">• Please see 'What is not covered' in the policy wording• The amount of the Excess• Excludes loss of Data

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 6 – Employers' Liability	<ul style="list-style-type: none"> Indemnity to meet all sums including costs and expenses You become legally liable to pay as damages in the Event of BODILY INJURY sustained by any EMPLOYEE which arises out of and in the course of their employment. 	<ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording For BODILY INJURY to an EMPLOYEE in circumstances where compulsory insurance or security is required by Road Traffic Act legislation
Section 7 - Public Liability / Products Liability	<ul style="list-style-type: none"> Indemnity for third party Bodily Injury and third party Property Damage up to the limit defined in Your Schedule. 	<ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Malicious damage caused by You or others for whom You are responsible
Section 8 – Professional Indemnity	<ul style="list-style-type: none"> Indemnity for Compensation sought following negligent act, error or omission in respect of advice or services provided for which You have received a fee in consideration up to the limit defined in Your Schedule. 	<ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Any claims made or threatened or in any way intimated prior to the Inception Date of the Insurance

PERIOD OF INSURANCE

The **Period of Insurance** as stated in **Your Schedule**.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Sport within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Sport however no refund of premium will be payable.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

MAKING A CLAIM

Should **You** wish to make a claim or report an **Incident** that could give rise to a claim under this insurance please contact:

- Telephone: +44 (0)800 112 4084
- Post: Insure4Sport Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4sport@davies-group.com

OUR COMPLAINTS PROCEDURE

We are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Sport.
- If **You** still have cause for complaint then contact The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG.
- If In the unlikely event that **Your** concerns have not been resolved, **Your** complaint will be referred to **Our** customer relations team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP or email crt.halifax@uk.rsagroup.com
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

COMPENSATION

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

INSURE4SPORT POLICY WORDING

Effected with Accelerate Underwriting Ltd on behalf of Royal and Sun Alliance PLC by Ripe Insurance Services Limited , The Royals, Altrincham Road, Manchester M22 4BJ.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all claims hereunder shall be forfeited.

We must draw **Your** attention to a number of important features of this Insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and **Schedule** make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in two parts – this **Policy** wording and the **Schedule**:

Policy	Schedule
<ul style="list-style-type: none">• Exactly what is covered and what isn't• How to make a claim and how We will settle that claim• Our obligations to You• The terms and conditions you must comply with	<ul style="list-style-type: none">• The sections of the Policy that apply to you and the dates from which cover is in force• The various limits and sums insured that apply to Your cover• Any special terms that apply to Your Policy• Your Premium• Your Policy number

Our part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Schedule**
- for the insurance period set out on the same **Schedule**

Your part of the contract is:

- **You** must pay the Premium as shown on **Your Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the Premium or **You** may find that **You** do not have any cover.

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IMPORTANT FEATURES:

- **Insurance Booklet:** **You** should read this document carefully in conjunction with the **Schedule**. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover
- **Conditions and Exclusions:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions will apply to the whole Insurance
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item
- **Excesses:** Claims under certain sections will be subject to an **Excess**. Where there is an **Excess, You** will be responsible for paying the first part of a claim
- **Reasonable Care:** **You** are required to take all reasonable care to protect yourself and **Your** Sports Equipment and to act as though **You** are not insured
- **Complaints:** This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint
- **'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period as detailed in '**Your** right to cancel'

PLEASE READ THESE FEATURES, YOUR SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements, please return it within 14 days from receipt of documentation.

CLAIMS

HOW TO MAKE A CLAIM

If an event giving rise to a claim under this Insurance occurs **You** shall:

1. Notify Davies Group as stated in 'How to make a claim' as follows:
 - a. Section(s) 1-8 - within 30 days of the date of the **Incident** occurring
 - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- Telephone: +44 (0)800 112 4084
- Post: Insure4Sport Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4sport@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

CLAIMS CONTROL

1. If an **Event** giving rise to a claim under this Insurance occurs **You** shall:
 - a. take immediate action to minimise the loss, destruction, **Damage, Injury**, illness or disease
 - b. pass every letter claim writ summons and process to **Us** immediately upon receipt.
2. **We** shall have sole control of all claims procedures and settlements.
3. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
4. On the happening of an **Event** which gives rise to a claim **We** or any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this insurance enter, take or keep possession of the **Premises** where the **Event** occurred and may take possession of or require to be delivered to them any **Property Insured** and deal with such **Property** for all reasonable purpose and in any manner.
5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
6. No **Property** may be abandoned to **Us** whether taken possession by them or not.
7. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the **Event** of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the sum insured or **Limit of Indemnity Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. If an **Event** giving rise to a claim under this Insurance occurs **You** shall:
 - a. ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
 - b. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
 - c. Where appropriate, in the **Event** of a claim a medical adviser or advisers appointed by **Us** shall be allowed to examine **You** as often as **We** deem it necessary
2. If at the time of any loss, **Damage** or liability arising hereunder there is any other insurance covering the same loss, **Damage** or liability **We** will pay only **Our** rateable proportion.
3. In the **Event** of claims in respect of Third Party **Property Damage**:
 - a. **You** shall substantiate that the **Damage** occurred
 - b. The claim shall be presented in the first instance to the third party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the third party and submit it with full information to **Us**
 - c. There is satisfactory evidence of the **Damage** being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven
4. No **Property** may be abandoned to **Us** whether taken possession by **Us** or not
5. No admission offer promise or payment shall be made or given by or on behalf of the insured without the written consent of **Us** who shall be entitled to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and assistance as **We** may reasonably require
6. In the **Event** of an occurrence, the insured shall immediately take at its own expense all reasonable steps, including recall of any of the insured's products, to prevent other personal **Injury** or **Damage** to **Property** from arising out of the same or similar conditions. Such expense shall not be recoverable under this insurance
7. **We** may at any time pay the Insured the indemnity limit applicable to an occurrence or **Period of Insurance** (less any sums already paid in respect of that occurrence or **Period of Insurance**), or any lesser amount for which all claims arising out of that occurrence or **Period**

of Insurance can be settled. Thereafter **We** may relinquish the conduct and control of any such claims and be under no further liability in connection with them except in respect of what **You** are covered under section 2. If the amount ultimately required to settle the claim exceeds the indemnity limit then provided that the balance including defence costs is insured under an **Excess** Insurance **We** shall only pay under section 2 of what is covered such proportion of legal defence costs as the indemnity limit bears to the total settlement amount.

IMPORTANT INFORMATION

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the **Event** of a claim.

KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **Your Business**. It is important **You** let **Us** know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may void the **Policy** or reduce the value of any claim payment.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Sport within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Sport however no refund of premium will be payable.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the **Data** Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold type whenever it appears in the **Policy, Schedule** and endorsements.

Accident

A sudden unexpected unforeseen and identifiable **Incident**.

Additional Expenditure

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the SHORTAGE IN TURNOVER which would have occurred but for that expenditure during the **Indemnity Period** (Loss of Liquor Insurance) in consequence of the loss of the **Premises Licence** but not exceeding the amount of the reduction in Gross Profit thereby avoided.

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other **Goods** or products manufactured, sold, handled or distributed or services provided or recommended by **You** or by others trading under **Your** name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Any One Claim

All **Legal Proceedings** (including any appeal against judgment) arising from or relating to the same **Event**.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the **Schedule**) and including

- 1) the **Shop Front** (except where more specifically insured)
- 2) landlord's fixtures and fittings in and on the buildings
- 3) outside buildings, storage containers, extensions, annexes and gangways
- 4) walls, gates and fences
- 5) services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the buildings to the perimeter of the **Premises** or to the public mains (including those underground).

Business

That shown in the **Schedule** and conducted solely from **Premises** in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

1. ownership, repair and maintenance of **Your** own **Property**
2. provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
3. fire and security services maintained solely for the protection of **Premises** which **You** own or occupy
4. private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
5. attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business** described in the **Schedule**.

Court

A court or other competent authority.

Credit Card(s)

Credit cards, debit cards, charge cards, bank cards, or cash dispensing machine cards issued in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man to **You** or to any members of **Your** family permanently residing with **You**.

Damage

Accidental loss, destruction or damage.

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

Declared Value

The base value shown against the item in the **Schedule** which **You** consider to represent the cost of reinstating the **Property** at the level of costs applying at the start of the **Limit of Liability** without any provision for inflation.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Excess

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

If cover is provided in respect of an **Event** under more than one item under the "What is covered" heading within an insurance or under more than one insurance section and if an excess as defined above applies under more than one such item or insurance then only the excess which is the highest of those which would have applied separately will be deducted from the total claim payment.

Exhibition(s)

Includes demonstration, trade fair or show.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your Business** activities.

General Contents

In so far as they are not otherwise insured

- 1) machinery, plant, fixtures, fittings and other trade equipment
- 2) all office equipment and other contents
- 3) patterns, models, moulds, plans and designs
- 4) documents and **Business** books for an amount not exceeding the limit shown in the **Schedule** for any one loss
- 5) directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding the limit shown in the **Schedule**
 - but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description
- 6) motor vehicles, motor chassis and their contents
- 7) closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**
- 8) **Glass**, sanitary ware, neon and illuminated signs and electric light fittings

Glass

- 1) Normal flat annealed glass including lettering on it
- 2) Toughened and laminated glass including lettering on it
- 3) Mirrors
- 4) Bent, tinted, stained or fired glass
- 5) Decoration or protective film or alarm foil on glass

Goods

Property (not including **Portable Equipment**) which belongs to **You** or for which **You** are responsible and is incidental to the **Business**.

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Gross Revenue

The amount of **Money** paid or payable to **You** for work done and services rendered in the course of the **Business**.

Ground Heave

Upward or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Hospital

Any institution which meets fully every one of the following criteria

1. maintains permanent and full time facilities for the care of overnight resident patients and

2. has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
3. continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
4. is not other than incidentally an institution which provides full time facilities for
 - a) mentally ill or mentally handicapped persons
 - b) nursing or convalescing
 - c) aged persons of 70 years or more
 - d) drug addicts
 - e) alcoholics

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific **Event** occurring at an identifiable time and place.

Indemnity Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the maximum indemnity period (as shown in the **Schedule**).

Injury

Bodily injury, mental injury, death, disease or illness.

Intruder Alarm System(s)

Includes all lines and equipment used to transmit the signals to and from the **Premises**.

Keyholder

Any person or keyholding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

Landslip

Downward movement of sloping ground.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

Licensing Act

The **Licensing Act** 2003 in England and Wales, the Licensing (Scotland) Act 2005 or the Licensing (Northern Ireland) Order 1996.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

1. in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2. in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

Loss of Limb

In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a registered **Medical Practitioner** and all **Hospital**, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than

1. an insured person
2. a member of the immediate family of an insured person
3. **Your Employee**.

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed **Money** orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed **Money** orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Outstanding Debit Balances

The total recorded under duplicate records (as detailed in 'Requirements which **You** must comply with to minimise loss of ') adjusted for

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

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

- Note
1. Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 2. Any adjustment implemented in current cost accounting is disregarded.

Period of Insurance

The period shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Period of Rent

The maximum period from the date of **Damage** for which **We** are liable to pay any loss of **Rent**.

Person Employed

1. **Employee**
2. labour master and individuals supplied by him
3. individual employed by labour only sub-contractors
4. self employed individual (not being in partnership with **You**)
5. individual hired to or borrowed by **You**
6. individual undertaking study or work experience while under **Your** supervision while under **Your** direct control and supervision.

Person Entitled to Indemnity

1. **You**
2. **Your** personal representatives in respect of legal liability incurred by **You**
3. at **Your** request
 - a) any principal
 - b) any of **Your** directors or partners
 - c) any **Person Employed**
against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
 - d) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

- e) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Phishing

Any access or attempted access to **Data** or information made by means of misrepresentation or deception

Policy

The policy wording (along with the **Schedule**) which forms part of the legal contract between **You** and **Us**.

Portable Equipment

Equipment owned by **You** or for which **You** are legally responsible.

Premises

The address as shown in the **Schedule**.

Premises Licence

The **Premises Licence** from time to time in force and granted pursuant to the relevant **Licensing Act** authorising the sale of alcohol by retail.

Property

Material property but shall not include **Data**.

Property Insured

- 1) **Buildings**
- 2) **Shop Front**
- 3) **Tenant's Improvements**
- 4) **General Contents**
- 5) Owners' Personal Effects
- 6) Guests' Personal Effects
- 7) **Stock**
- 8) Other **Property**

at the **Premises** including within the open yards forming part of the **Premises** (subject to any specific exclusions) all as defined in the **Policy** or more fully described in the **Schedule** and all being **Your Property** or for which **You** are responsible but excluding

- a) **Property** which is more specifically insured
- b) unless specifically notified to and accepted by **Us** as insured
 - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - ii) livestock, growing crops or trees.

Rate of Gross Profit

The rate which but for the loss of the **Premises Licence** Gross Profit would have borne to **Turnover** during the **Indemnity Period** (Loss of Liquor Licence Insurance) but subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred.

Rent

Any **Money** in the nature of rent including service charges which **You** receive or pay.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Shop Front

The frontage of the **Building** including all fixed **Glass** and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Stock

Stock and materials in trade, work in progress and finished **Goods** (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale).

Stock in the Cold Chamber

Stock in the Cold Chamber also includes **Stock** which at the time of the **Damage** giving rise to such deterioration or putrefaction would normally be placed in the cold chamber but is elsewhere on the **Premises**.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment, Microchips and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Tenant's Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible.

Territorial Limits

The territories covered by this **Policy** as shown in the **Schedule**.

Turnover

The **Money** paid or payable to **You** for **Goods** sold and delivered and for services rendered in course of the **Business** at the **Premises**.

Turnover From Alternative Trading

The **Money** paid or payable for **Goods** sold and delivered and for services rendered during the **Indemnity Period** (Loss of Liquor Licence Insurance) elsewhere than at the **Premises** either by or on **Your** behalf for the benefit of the **Business**.

Uninsured Variable Costs

- 1) Purchases and related discounts
- 2) Bad debts

unless otherwise shown in the **Schedule**.

Note: The meaning of these costs will be that usually attached to them in **Your** accounts.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

Royal & Sun Alliance Insurance plc , St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL

Working Hours

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

You/Your/Yours/Yourselves

The policyholder shown in the **Schedule**.

SECTION 1 – PROPERTY DAMAGE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

WHAT IS COVERED

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

EVENTS

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE.

1. Fire, smoke, lightning, explosion and earthquake.
Other than
 - A) **Damage to Property** caused by its undergoing any process involving the application of heat.
2. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
Other than
 - A) **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
 - B) **Damage** arising from stoppage of work.
 - C) **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
 - D) **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
3. Storm or flood.
Other than
 - A) **Damage** caused solely by change in the **Water Table Level**.
 - B) **Damage** caused by frost, **Subsidence, Ground Heave** or **Landslip**.
 - C) **Damage** to fences, and gates and moveable **Property** in the open.
4. Escape of water from any tank, apparatus, pipe or appliance.
Other than
 - A) **Damage** by water discharged or leaking from an automatic sprinkler installations.
 - B) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.
5. Impact by
 - A. any road vehicle including any fork lift truck or other industrial vehicle or
 - B. an aircraft or other aerial devices or articles dropped from them or
 - C. an animal
6. Accidental escape of water from any automatic sprinkler installation.
Other than
 - A) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.
 - B) **Damage** by heat caused by fire.
7. Theft or attempted theft.
Other than
 - A) **Damage to Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business** or by **You** or any of **Your** directors, **Employees** or family members for private residential purposes.
 - B) **Damage** to lead forming part of the exterior of the **Premises**.
 - C) **Damage** to moveable **Property** in the open.
 - D) **Damage** expedited or in any way brought about by **You** or by any of **Your** directors, partners or **Employees**.
 - E) **Damage** due to a person obtaining any **Property** by deception.
 - F) **Damage** to securities of any description.
 - G) **Damage** due to disappearance or unexplained or inventory shortage.
8. **Subsidence, Ground Heave** or **Landslip**
Other than
 - A) **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
 - B) **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
 - C) **Damage** arising from normal settlement or bedding down of new structures.
 - D) **Damage** commencing prior to the granting of cover under this insurance.
9. Oil escaping from a fixed heating installation or connected apparatus
Other than
 - A) The cost of replacing the oil.

10. Falling trees or their branches
Other than
A) **Damage** caused by felling or lopping by **You** or on **Your** behalf.
11. Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.
Other than
A) The cost of replacing the alcoholic and soft drinks.
B) The Leakage of bottled **Stock**
12. A) Accidental breakage of fixed **Glass** and fixed sanitary ware
B) Accidental **Damage** to neon and illuminated signs and electric light fittings forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
Other than
i) **Damage**
A. as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
B. while the **Premises** are empty or not in use in connection with the **Business**
C. existing prior to the commencement of this Insurance and not subsequently replaced
13. Any other **Accident**.
Other than
A) **Damage** by any of the **Events** 1 – 12 or the causes shown under 'Other than' for each of these **Events** (whether or not insured)
B) **Damage** to any **Property** caused by
i) its own faulty or defective design or materials
ii) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
iii) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
C) **Damage** caused by
i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
ii) change in temperature, colour, favour, texture or finish
iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping
iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates
but not
• such **Damage** which itself results from other **Damage** which is covered by this Insurance
• subsequent **Damage** which itself results from an insured **Event**
D) **Damage** caused by contamination or pollution
E) **Damage** caused by acts of fraud or dishonesty
F) **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information
G) **Damage** to a **Building** or structure caused by its own collapse or cracking
H) **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, food or dust
I) **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
J) **Damage** to **Property** in transit
K) **Damage** to **Money** and securities of any description
L) **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling **Stock**, watercraft exceeding 8 metres in length or aircraft
M) **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.

EXTENSIONS TO COVER

This insurance also covers:

1. Extinguishment Expenses

The costs incurred by **You** in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured **Damage** to the **Property Insured** up to the limit shown in the **Schedule** for any one loss.

2. Emergency Services

Damage to landscaped gardens and grounds caused by the emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance up to the limit shown in the **Schedule** for any one loss.

3. Trace and Access and Repair or Replacement

Damage occurring as a result of escape of water or oil as insured by **Event** 4 (Escape of water from any tank, apparatus, pipe or appliance), 6 (Accidental escape of water from any automatic sprinkler installation) and 9 (Oil escaping from a fixed heating installation or connected apparatus) including

- A) the costs necessarily incurred in locating the source of such **Damage**
 - B) the costs necessarily incurred in repairing and making good any **Damage** caused in locating the source of the **Damage** and
 - C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.
- up to the limit shown in the **Schedule** for any one loss.

4. Glazing Repairs

The costs of

- A) any necessary boarding up or temporary glazing in order to secure the **Premises** pending replacement of broken **Glass** if a replacement cannot be made at the same time
- B) removing and re-fixing window fittings, framework and other obstacles to replacement
- C) repairing or replacing window frames
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another **Policy**

incurred as a result of **Damage** by any of the insured **Events** 1 –13 of this Insurance up to the limit shown in the **Schedule** for any one loss including **Damage** covered by **Event** 12 (A - Accidental breakage of fixed **Glass** and fixed sanitary ware / B - Accidental **Damage** to neon and illuminated signs and electric light fittings).

5. Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another **Policy**.

Other than

- i) **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy.
- B) The expenses incurred in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees** up to the limit shown in the **Schedule** for any one loss.
- C) **Damage** by theft or attempted theft to items of garden furniture and play equipment kept in the open at the **Premises**

6. Repair Costs

Repair costs for which **You** are responsible in respect of **Damage** to

- A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes
- B) underground water, gas and drainpipes or electricity cabling extending from the **Buildings** to the public mains.

7. Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority up to the limit shown in the **Schedule** for any one **Period of Insurance**.

Other than

- i) **Damage** unless
 - A. the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**
 - B. all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

8. Loss of Metered Water

The additional metered water charges incurred by **You** as a result of **Damage** caused by any of the **Events** insured up to the limit shown in the **Schedule** for any one loss.

The amount payable shall be ascertained by comparing the charge made by the water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting **Your** liability for metered water charges during such period.

Other than

- i) Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.

9. Property at Other Locations

Damage to

- A) documents and **Business** books whilst removed from the **Premises** to any location and whilst in transit
- B) any other **General Contents** (excluding vehicles licensed for road use) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes.

up to the limits shown in the **Schedule** for any one loss

Other than

- i) **Damage** by theft from
 - any **Building** not permanently occupied by **You** for the purpose of the **Business** unless the **Building** is securely locked
 - any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
 - any vehicle which is away from **Your** own **Premises** or a site where **You** are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked **Building** or guarded security park
- ii) Any **Property** that is insured on another **Policy**
- iii) **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule** for Contents temporarily removed.

10. Alterations and Additions – Buildings, Shop Front, Tenant's Improvements and General Contents

Alterations or additions made to any **Buildings** or **Shop Front** insured or **Buildings, Shop Front, Tenant's Improvements** or **General Contents** acquired or constructed up to the limit shown in the **Schedule** during the **Period of Insurance** at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man. Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until the next renewal of the **Policy** at which date specific insurance should be effected.

The sum insured (and **Declared Value**) by each item shall be deemed to be increased for that period only by the value of the additional **Property Insured** under the item but by not more than the limits specified in the **Schedule** at any one **Premises**

Other than

- i) **Damage** to **Property** insured on another policy.

11. Seasonal Increase in Stock

An increase in the sum insured on **Stock** for the Amount of Increase and Period(s) of the year shown in the **Schedule**.

12. Index Linking

An adjustment in the sums insured (and Declared Values where appropriate) shown on the **Schedule**, excluding **Rent**, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

13. Deterioration of Stock Insurance

Damage that occurs as a result of deterioration or putrefaction of **Stock in the Cold Chamber** and food belonging to **You** or any member of **Your** family permanently residing with **You** of any refrigeration unit while at the **Premises** due to

1. the rise or fall in temperature resulting from any cause not excluded
- or
2. the action of refrigerant fumes which have escaped from the machine during the **Period of Insurance**.

Up to the limit shown in the **Schedule** for any one loss.

Other than

- i) **Damage** to **Stock in the Cold Chamber** of any refrigeration unit which at the commencement of the **Period of Insurance** in which the **Damage** occurred was more than fifteen years of age.
- ii) Deterioration or putrefaction resulting from **Damage** at the **Premises** by fire, lightning, explosion, food, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.
- iii) **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.
- iv) **Damage** resulting from **Your** deliberate neglect.
- v) Loss of goodwill or any loss which is not a direct result of the **Event** which led to a claim under this Insurance.

14. Money Insurance

Damage to **Money** and **Property** described up to the **Limit of Liability** any one loss as shown in the **Schedule**

A) Negotiable Money

- i) in **Your Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank **Premises** until at the bank's risk up to the limit shown in the **Schedule** for any one loss.
- ii) in **Your Business Premises** out of **Working Hours**
 - in locked safes or strongrooms up to the limit shown in the **Schedule** for any one loss.
 - in all other locked safes or strongrooms up to the limit shown in the **Schedule** for any one loss.
 - not in a locked safe or strongroom up to the limit shown in the **Schedule** for any one loss
- iii) in **Your** residence or that of **Your** directors, partners or **Employees**
- iv) whilst in a locked safe or whilst an adult is in the residence up to the limit shown in the **Schedule** for any one loss.
- v) otherwise up to the limit shown in the **Schedule** for any one loss.

- B) **Non-Negotiable Money** up to the limit shown in the **Schedule** for any one loss

- C) **Damage** to clothing and personal effects belonging to **You** or any of **Your** directors, partners or **Employees** following a robbery or attempted robbery whilst engaged in the **Business** up to the limit shown in the **Schedule** for any one loss
- D) Stamped or impressed National Insurance Cards up to the limit shown in the **Schedule** for any one loss
- E) **Damage** following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat used for the carriage of **Money** belonging to **You** or for which **You** are responsible up to the limit shown in the **Schedule** for any one loss.

Other than

- i) **Damage** by theft by any of **Your** directors, partners or **Employees** unless the theft is discovered within seven working days of the occurrence.
- ii) **Damage** by theft from an unattended vehicle.
- iii) **Damage** to or corruption of **Data** whether in whole or part.
- iv) Shortage due to error or omission.
- v) **Damage** due to the use of counterfeit **Money**.
- vi) **Damage** outside of **Great Britain**, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

15. Personal Injury (Robbery)

We will pay the appropriate benefit to **You** in accordance with the amounts shown in the **Schedule** if accidental bodily injury is sustained by any Insured Person

- A) solely and directly as a result of robbery or attempted robbery while engaged in the **Business** and
- B) within two years is the sole cause of death, disablement or incurring of **Medical Expenses** for which the Benefit is claimed.

Benefits

- A) Death
- B) **Loss of Eye** or **Loss of Limb**
- C) Permanent Total disablement other than by **Loss of Eye** or **Loss of Limb** from gainful employment of any and every kind
- D) Temporary Total disablement from usual occupation
Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
- E) **Medical Expenses** necessarily incurred in the treatment of the Insured Person

Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 104 weeks.

Benefit will not be paid for

- 1. Bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years.
- 2. Bodily injury, death, disablement or **Medical Expenses** resulting from or contributed to by the insured person having a physical or mental defect of any sort which was known either to **You** or the insured person when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**.
- 3. Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

Other than

- i) Bodily **Injury** sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years.
- ii) Bodily , death, disablement or **Medical Expenses** resulting from or contributed to by the insured person having a physical or mental defect of any sort which was known either to **You** or the insured person when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**.
- iii) Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

16. Non Invalidation

This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control; provided that immediately **You** become aware of any such act omission or alteration **You** shall inform **Us** and pay such additional premium as **We** may reasonably require.

17. Floodlights

Cover for floodlights at the **Premises** up to the Sum Insured stated in the **Schedule**.

Other than:

- 1. **Events** 5 - Impact and 13 - Any other **Damage**.
- 2. **Damage** unless all floodlights are securely anchored to the ground or to a substantial structure when not in use.

18. Playing Surfaces

Cover for playing surfaces:

- 1. Up to the sum insured stated in the **Schedule** in respect of **Events** 1. fire, smoke lightning, explosion and earthquake, 3. storm or flood and 5. B. aircraft
- 2. **Damage** caused by emergency services attending the **Premises**, subject to a maximum **Limit of Indemnity** of £2,500 each and every loss

Other than **Damage**:

- A) by water from or action of the sea, tsunami, tidal wave or storm surge
- B) to gates, fences, retaining walls, exterior textile awnings or blinds

- C) to **Property** in the open air unless such **Property** is a permanent structure designed to function without the protection of walls or roof
- D) frost, erosion, **Subsidence**, **Ground Heave** or landslide, collapse, or any other movement of earth
- E) attributable solely to change in the **Water Table Level**

19. Sightscreens & Scoreboards

Cover for sightscreens and scoreboards at the **Premises** up to the sum insured stated in the **Schedule**.

Other than:

1. **Event 13** – Any Other **Damage** is excluded
2. **Damage** caused by **Event 3** - Storm or Flood unless all sightscreens are securely anchored to the ground or to a substantial structure when not in use.

WHAT IS NOT COVERED

1. The amount of the **Excess** as shown in the **Schedule**
2. Marine Policies

Damage to Property which at the time of the **Damage** is insured or would but for the existence of this insurance be insured by a marine **Policy** or policies except in respect of any excess beyond the amount which would have been payable under the marine **Policy** or policies had this Insurance not been effected.

3. Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. War and Allied Risks

Damage caused by

- A. riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

5. Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage to the Property Insured** caused by

- A. pollution or contamination which itself results from any **Event** insured (other than **Event 13** (Any other **Accident**))
- B. any **Event** insured (other than **Event 13** (Any other **Accident**)) which itself results from pollution or contamination.

6. Radioactive Contamination

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising there from or any loss directly or indirectly caused by or contributed to by or arising from

- A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

7. Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A. Terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss and
- B. in Northern Ireland civil commotion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

In **Great Britain** and Northern Ireland terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland terrorism means

- any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
 - A. influence any government or any international governmental organisation or
 - B. put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

8. Electronic Risk

- A. **Damage to Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B. **Damage to the Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any Virus

- ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above
- but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from any of the **Events** insured provided that such **Damage** does not arise by reason of any malicious act or omission.

PROPERTY DAMAGE INSURANCE - HOW WE SETTLE CLAIMS

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

How We settle claims for Damage to Buildings, Shop Front, Tenant's Improvements and General Contents

(other than motor vehicles, directors', partners' and **Employees'** personal effects, documents and **Business** books)

As long as the **Damage** is covered under this Insurance **We** will pay **You**

Cost A

The cost of reinstatement which is

1. the cost of rebuilding where the **Property** is destroyed or the cost of replacement by similar **Property** in the case of **General Contents**
 2. the cost of repairing or restoring the Damaged portions where the **Property** is Damaged
- all to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with building regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage** provided that

1. the reinstatement is completed within twelve months of the occurrence of the **Damage** or
2. within such further time as **We** may allow in writing excluding
 - A. the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
 - B. any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

The cost of removing debris which is the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** excluding any costs or expenses

1. incurred in removing debris except from the site of such Damaged **Property** and the area immediately adjacent to it
2. arising from pollution or contamination of **Property** not insured by this Insurance.

Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

Additional factors when settling these claims

The work of reinstatement on another site

- The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability.

Partial Damage

- Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

1. until the cost of reinstatement has actually been incurred
2. if the work of reinstatement is not carried out as quickly as is reasonably practicable
3. if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
4. if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of

- 1) complying with Public Authorities' requirements
- 2) removing debris
- 3) professional fees

as defined in Costs B, C and D above and subject to the provisions and exceptions applying to those costs.

Your sum insured – the penalty for underinsurance

- If at the time of the **Damage** the **Declared Value** applying to the relevant **Buildings, Shop Front, Tenant's Improvements** and **General Contents** item is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.
- Insurable Amount is the total of the above Costs A, B, C and D in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.
- However, if the loss is settled under the Alternative Basis of Settlement the **Declared Value** of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be the total of the value at the time of the **Damage** of the **Property Insured** by the item and the additional Costs B, C and D above.

How We settle claims for Damage to documents and Business books

We will pay **You**

1. the value of the materials as stationery
2. the cost of clerical labour in writing up such documents
3. the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding
 - A) the value to **You** of the information
 - B) any amount in excess the limit shown in the **Schedule** for any one loss
4. the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
 - A) in removing debris except from the site of such Damaged **Property** and the area immediately adjacent to it
 - B) arising from pollution or contamination of **Property** not insured by this Insurance.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay **You**

1. the value of the **Property** at the time of its destruction or the amount of the **Damage**
2. the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
 - A) in removing debris except from the site of such Damaged **Property** and the area immediately adjacent to it
 - B) arising from pollution or contamination of **Property** not covered by this Insurance.

Your sum insured – the penalty for underinsurance

- If at the time of the **Damage** the sum insured for **Stock** or other insured **Property** not specifically provided for is less than the Insurable Amount (see below), the amount otherwise payable shall be proportionately reduced.
- The Insurable Amount shall be the value at the time of **Damage** of the **Property Insured** by the item.

How We settle claims in respect of Rent of Buildings which suffer Damage

We will pay **You**

1. the actual reduction in **Rent** received solely as a result of the **Damage** if the loss relates to **Rent** receivable by **You**
2. the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation solely as a result of the **Damage** if the loss relates to **Rent** payable by **You**

but **Our** liability shall be limited to the loss suffered within the **Period of Rent** insured (as shown in the **Schedule**) commencing from the date of the **Damage**.

Your sum insured - the penalty for underinsurance

- If at the time of the **Damage** the sum insured for **Rent** is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.
- The Insurable Amount shall be the annual **Rent** receivable or payable as the case may be at the commencement of the **Period of Insurance**. Such amount to be proportionately increased to correspond with the **Period of Rent** insured where that period exceeds twelve months.

How We settle claims for Stock in the Cold Chamber

We will pay the value of the **Stock in the Cold Chamber** at the time of the **Damage**.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Stock in the Cold Chamber** is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the total value at the time of **Damage to Stock in the Cold Chamber** at the **Premises** held in all refrigeration units.

How We settle claims for Money Insurance

If **Money** and insured **Property** suffers **Damage** We will pay **You** the amount of loss of **Money** or at **Our** option reinstate or replace the **Property** provided that **Our** liability shall not exceed any stated **Limit of Liability**.

Other considerations when settling any claims under this Insurance

Other insurances

- If at the time of any claim under this Insurance **You** are or would but for the existence of this **Policy** be entitled to indemnity under any other

Policy or policies **We** shall not be liable except in respect of any **Excess** beyond the amount which would have been payable under such other **Policy** or policies had this Insurance not been effected.

Designation

- Where necessary the item heading under which any **Property** is insured shall be determined by the designation under which such **Property** appears in **Your** books.

Workmen

- **We** accept that this Insurance will not be prejudiced by the presence of workmen on the **Premises** for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

When **We** reinstate or replace **Property**

- **We** may at **Our** own option reinstate or replace any **Property** destroyed or Damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

Plans and documents in support of a claim

- **You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Transfer of interest

- If at the time of any insured **Damage** to any **Buildings** covered by this Insurance **You** shall have contracted to sell **Your** interest in such **Buildings** and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such **Damage**. Such benefit shall be without prejudice to **Your** or **Our** rights and liabilities under this Insurance and up to the date of completion of the purchase provided the **Property** is not insured by the purchaser or on his behalf against such **Damage** on another **Policy**.

Automatic reinstatement after a loss

- In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage** the applicable sum insured (or other restriction on the amount of **Our** liability under this Insurance) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of **Damage** by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**.

REQUIREMENTS WHICH YOU MUST COMPLY WITH TO PREVENT LOSS OR DAMAGE

Fire Extinguishing Appliances

- **You** shall maintain all fire extinguishing appliances in efficient working order.

Security Precautions

It is a requirement of this Insurance that whenever the **Business Premises** are left unattended **You** ensure that

- A) all locks, bolts and other protective devices are in full and effective operation
- B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

Further, where **We** have specified in **Your Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is a requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**

1. **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.
2. **You** shall ensure the **Business Premises** are not left unattended
 - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
 - B) if police response to alarm calls has been withdrawn without **Our** written agreement.
3. **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.
4. **You** shall not make any alteration to or substitution of
 - A) any part of the **Intruder Alarm System**
 - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**
 - C) the maintenance contract without **Our** written agreement.
5. **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
6. **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
7. **You** shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
8. **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
9. **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the **System** is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay
10. **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification

- A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
- B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
- C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

Minimum Standards of Security

It is a requirement of this Insurance that the following security measures are in place at **Your Premises** unless otherwise stated in the **Schedule**.

1. The final exit door of the **Business Premises** must be secured with one of the following
 - A) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors
 - B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors
 - C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction.
 - D) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.
2. All external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** must be secured by either
 - A) Any of the locking arrangements specified in 1 above according to the construction of the doors
 Or
 - B) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.
3. Where any of the doors described in 1 or 2 above are of double leaf construction
 - A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door
 and
 - B) the final closing leaf must be secured with either
 - i) any of the locking arrangements specified in 1 above according to the construction of the doors
 - or
 - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
4. All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security. Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door **Premises**.
This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the **Business Premises** is left unattended.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

Stillage Precautions

You shall keep all **Stock** at least 15 centimetres off the ground within the **Premises**.

Felt Roof Maintenance Condition

If the **Premises** has any flat roof area **You** shall ensure that

1. felt roof areas are inspected annually by a specialist roofing contractor with any recommended remedial work completed prior to the month of October
2. a record of such inspections shall be kept and such records shall be made available to **Us** at anytime during the **Period of Insurance**

Kitchen Equipment

It is a requirement of this Insurance that where cooking equipment is used at the **Business Premises**

1. all cooking equipment is operated and serviced in accordance with the manufacturer's instructions
2. all cooking equipment is not left unattended whilst the heat source is operating and the power or fuel supply to such equipment is shut off outside **Working Hours**
3. all fat frying ranges are equipped with cooking thermostats arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer's recommended temperature and such thermostats are serviced at least once in every 12 month period
4. all cooking equipment hoods grease traps filters and other grease removal devices are cleaned at least monthly
5. all extract ducting is inspected and cleaned at least annually by professional contractors with a report issued and kept available for inspection
6. a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

Money in Transit

It is a requirement of this Insurance that **Negotiable Money** in transit is escorted by the number of persons shown below:

Limit	Escorts
Up to £5,000	1 able bodied person
Between £5,001 and £9,000	2 able bodied persons
Between £9,001 and £15,000	3 able bodied persons.

Any amounts in excess of £15,000 must be carried by a Security Company approved by **Us**.

The maximum amount **We** will pay is the **Limit of Liability** "In Transit" shown in the **Schedule**.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

SECTION 2 - ALL RISKS INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

WHAT IS COVERED

In the event of **Damage** during the **Period of Insurance** to any of the **Portable Equipment** at the **Premises** or within the **Territorial Limits** stated in the **Schedule**, **We** will pay to **You** the value of the **Portable Equipment** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace or repair such **Portable Equipment** or any part of it.

Provided that **Our** liability under this insurance, during any one **Period of Insurance** shall not exceed the sum(s) insured stated in the **Schedule** (or such other sum(s) insured as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

EXTENSIONS TO COVER

THIS INSURANCE ALSO COVERS

1. Index Linking

An adjustment in the sums insured in respect of **Portable Equipment** shown on the **Schedule** will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full replacement cost and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

2. Automatic Reinstatement of the sum insured following Damage

In the event of **Damage** to the **Portable Equipment** under this cover the sum insured will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the Sum Insured **You** will undertake to pay the necessary Premium as **We** may require for such reinstatement from that date.

WHAT IS NOT COVERED

1. **Your Excess** as shown in the **Schedule**.
2. Any item with a value in excess of the single article limit of £1,000.
3. Any **Property** that is insured on another **Policy**.
4. **Damage** by theft from any vehicle left unattended between the hours of 6pm to 6am.
5. **Damage** by theft from any vehicle unless the **Portable Equipment** is concealed in a glove compartment or locked luggage compartment and either
 - A) all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked or
 - B) entry or access to the vehicle has been effected by forcible and violent means.
6. **Damage** caused by
 - A) delay, confiscation or detention by order of any Government or Public Authority
 - B) counterfeit, substitute or foreign coins.
7. **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
8. **Damage** as a result of any person obtaining any **Portable Equipment** by deception.
9. **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule**
10. **Damage** caused by pollution or contamination.
11. **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
12. **Damage to Portable Equipment** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
13. **Damage** commencing prior to the granting of cover under this Insurance
14. **Damage** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level** but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance
 - C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - D) change in temperature, colour, favour, texture or finish
 - E) mechanical or electrical breakdown, failure or derangementbut not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
16. **Damage to Money** and securities of any description.
17. **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling **Stock**, watercraft exceeding 8 metres in length or aircraft.
18. **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
19. **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
 - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
20. **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
21. **Damage to Data** which shall include but shall not be limited to
- A) **Damage** to or corruption of **Data** whether in whole or in part
- i) unauthorised appropriation of use of access to or modification of **Data**
 - ii) unauthorised transmission of **Data** to any third parties
 - iii) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - iv) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
- i) the transmission or impact of any Virus
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

22. Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
- 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

In **Great Britain** and Northern Ireland, terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland terrorism means

- any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
 - A) influence any government or any international governmental organisation or
 - B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

ALL RISKS INSURANCE - HOW WE SETTLE CLAIMS

In the event of **Damage**, **We** will pay **You** where **Your Portable Equipment** is:

1. not more than one year old, **We** will settle the claims on the basis of the full cost of replacement of the item with that of similar specification without deduction for wear tear and depreciation
2. more than one year old, **We** will settle the claims on the basis of the market value at the time of the **Damage**, taking into account wear, tear and depreciation.

OTHER CONSIDERATIONS WHEN SETTLING ANY CLAIMS UNDER THIS INSURANCE

Partial Damage

- Where **Damage** occurs to only part of the **Portable Equipment** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Your sum insured – the penalty for underinsurance

- If at the time of the **Damage** the sum insured for the **Portable Equipment** is less than 85% of the insurable amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.
- The insurable amount shall be the value of reinstating the **Portable Equipment** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

Plans and documents in support of the claim

- **You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

SECTION 3 - BUSINESS INTERRUPTION INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

WHAT IS COVERED

If **Damage** by any **Event** covered under this insurance occurs at the **Premises** to **Property** insured under the **Property Damage** section and used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises** during the **Period of Insurance** **We** will pay to **You** the amount of the loss resulting from such interruption or interference in accordance with each item stated in the **Schedule**.

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE OPERATIVE EVENTS IN THE SCHEDULE.

1. Fire, smoke, lightning, explosion and earthquake.
Other than
 - i) **Damage to Property** caused by its undergoing any process involving the application of heat.
2. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
Other than
 - i) **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
 - ii) **Damage** arising from stoppage of work.
 - iii) **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
 - iv) **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
3. Storm or flood.
Other than
 - i) **Damage** caused solely by change in the **Water Table Level**.
 - ii) **Damage** caused by frost, **Subsidence, Ground Heave** or **Landslip**.
 - iii) **Damage** to fences, and gates and moveable **Property** in the open.
4. Escape of water from any tank, apparatus, pipe or appliance.
Other than
 - i) **Damage** by water discharged or leaking from an automatic sprinkler installations.
 - ii) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.
5. Impact by
 - A) any road vehicle including any fork lift truck or other industrial vehicle or
 - B) an aircraft or other aerial devices or articles dropped from them or
 - C) an animal
6. Accidental escape of water from any automatic sprinkler installation.
Other than
 - i) **Damage** while the **Premises** are empty or not in use in connection with the **Business**.
 - ii) **Damage** by heat caused by fire.
7. Theft or attempted theft.
Other than
 - i) **Damage to Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business** or by **You** or any of **Your** directors, **Employees** or family members for private residential purposes.
 - ii) **Damage** to lead forming part of the exterior of the **Premises**.
 - iii) **Damage** to moveable **Property** in the open.
 - iv) **Damage to Property** in any outbuilding.
 - v) **Damage** expedited or in any way brought about by **You** or by any of **Your** directors, partners or **Employees**.
 - vi) **Damage** due to a person obtaining any **Property** by deception.
 - vii) **Damage** to securities of any description.
 - viii) **Damage** due to disappearance or unexplained or inventory shortage.
8. **Subsidence, Ground Heave** or **Landslip**
Other than
 - i) **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
 - ii) **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
 - iii) **Damage** arising from normal settlement or bedding down of new structures.
 - iv) **Damage** commencing prior to the granting of cover under this insurance.
9. Oil escaping from a fixed heating installation or connected apparatus
10. Falling trees or their branches

Other than

- i) **Damage** caused by felling or lopping by **You** or on **Your** behalf

11. Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.

Other than

- i) The leakage of bottled **Stock**

12. A) Accidental breakage of fixed **Glass** and fixed sanitary ware

- B) Accidental **Damage** to neon and illuminated signs and electric light fittings

forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.

Other than

- i) **Damage**

- A. as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
- B. while the **Premises** are empty or not in use in connection with the **Business**
- C. existing prior to the commencement of this Insurance and not subsequently replaced

13. Any other **Accident**.

Other than

- i) **Damage** by any of the **Events** 1 – 12 or the causes shown under 'Other than' for each of these **Events** (whether or not insured).

- ii) **Damage** to any **Property** caused by

- A. its own faulty or defective design or materials
- B. inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
- C. faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.

- iii) **Damage** caused by

- A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- B. change in temperature, colour, favour, texture or finish
- C. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping
- D. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates
- E. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services but not
 - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**
 - iv) **Damage** caused by contamination or pollution
 - v) **Damage** caused by acts of fraud or dishonesty
 - vi) **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - vii) **Damage** to a **Building** or structure caused by its own collapse or cracking
 - viii) **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, food or dust
 - ix) **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
 - x) **Damage** to **Property** in transit
 - xi) **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - xii) **Damage** to livestock, growing crops or trees
 - xiii) **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling **Stock**, watercraft or aircraft
 - xiv) **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures

EXTENSIONS TO COVER

THIS INSURANCE ALSO COVERS:

1. Loss at Suppliers' Premises

Damage by any of the insured **Events** to any suppliers' **Premises** within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man up to the limit shown in the **Schedule** for any one loss.

2. Failure of Public Supply

Loss as a result of accidental failure of the public supply of

- a. electricity at the terminal ends of the supply authority's service feeders at the **Premises**
- b. gas at the supply authority's meters at the **Premises**

c. water at the supply authority's main stop cock serving the **Premises**.

up to the limit shown in the **Schedule** for any one loss.

Other than

- i) Loss as a result of an accidental total failure of the public supply lasting less than 30 consecutive minutes.
- ii) Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.
- iii) Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

3. Disease, Murder, Suicide, Vermin and Pests

Loss as a result of

- A) closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the **Premises**
- B) **Injury** or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- C) closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situated as a result of defects in the drains and other sanitary arrangements at the **Premises**
- D) murder or suicide occurring at the **Premises**
- E) vermin and pests at the **Premises**.

up to the limit shown in the **Schedule** for any one loss.

4. Denial of Access and Loss of Attraction

Damage to Property in the vicinity of the **Premises** by any of the insured **Events** which

- A) hinders or prevents the use of the **Premises** or access to them or
- B) causes a fall in the number of customers attracted to the vicinity of the **Premises** whether the **Property** used by **You** for the purpose of the **Business** shall be Damaged or not.

up to the limit shown in the **Schedule** for any one loss

Other than

- i) Loss as a result of obstruction by snow or food water.
- ii) Loss as a result of **Damage** which prevents or hinders the supply of electricity, gas, water or telecommunications services.

5. Telecommunications System

Loss as a result of accidental failure of the telecommunications system serving the **Premises** at the incoming telephone line terminals at the **Premises** up to the limit shown in the **Schedule** for any one loss **Property** at other locations and in transit

Other than

- i) Loss as a result of accidental failure of satellite or mobile phone services.
- ii) Loss as a result of total failure of service lasting less than 60 consecutive minutes.
- iii) Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
- iv) Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
- v) Loss as a result of upgrading the **System** by **You** whether or not undertaken by the telecommunications authority.

Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority

6. Property at other locations and In Transit

Damage by any insured **Event** to

- A) documents and **Business** books whilst removed from the **Premises** to any location and while in transit within the **Territorial Limits** shown in the **Schedule** for contents temporarily removed
- B) any other **Property Insured** (excluding vehicles licensed for road use)
 - i) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within the **Territorial Limits** shown in the **Schedule** for Contents temporarily removed
 - ii) in transit to and from the **Premises** in a vehicle owned or operated by **You** within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

up to the limit shown in the **Schedule** for any one loss

Other than

- i) Loss as a result of **Damage** to the conveying vehicle or craft by impact

7. Outstanding Debit Balances

THIS EXTENSION ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE

Damage by any insured **Event** at the **Premises** to **Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You** up to the limit shown in the **Schedule** for any one **Period of Insurance**.

8. Loss of Rent Payable

THIS EXTENSION ONLY APPLIES IF LOSS OF RENT PAYABLE IS SHOWN AS INCLUDED IN THE SCHEDULE

In the event of **Damage** to any **Buildings**, which are leased by or rented to **You** at the **Premises**, as stated in the **Schedule**, directly caused

by the insured perils covered under **Property Damage**, interrupting or interfering with the **Business**, **We** will indemnify **You** for the amount of **Rent** payable to the lessor, up to the Sum Insured as stated in the **Schedule**, as follows:

- A) if as a result of **Damage**, the **Buildings** becomes wholly untenable or unusable and the lease or rental agreement requires continuation of the **Rent**, **We** shall indemnify **You** for the actual **Rent** payable for the unexpired term of the lease or until such time that the **Buildings** are repaired to a condition that they are fit for habitation
- B) if as a result of **Damage**, the **Buildings** becomes partially untenable or unusable and the lease or rental agreement requires continuation of the **Rent**, **We** shall indemnify **You** for the proportion of the **Rent** applicable thereto; or

if as a result of **Damage**, the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, **We** shall indemnify **You** for the **Excess Rent** paid for the same or similar replacement **Property** over actual **Rent** payable plus cash bonuses or advance **Rent** paid (including any maintenance or operating charges) for each month during the unexpired term of the **Your** lease for the first three months following the **Damage**.

Exclusions to this Clause

We shall not be liable:

- A) for **You** exercising an option to cancel the lease
- B) any act or omission of **Yours** which constitutes a default under the lease.

WHAT IS NOT COVERED

1. Sonic Bangs

Loss as a result of **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2. War and Allied Risks

Loss as a result of **Damage** caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Pollution and Contamination

Loss as a result of **Damage** caused by pollution or contamination but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by

- A) pollution or contamination which itself results from any **Event**
- B) any **Event** insured (other than **Event** 13 (Any other **Accident**)) which itself results from pollution or contamination.

4. Radioactive Contamination

Loss as a result of **Damage** caused by or happening through or causing loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

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

5. Terrorism

Loss as a result of **Damage** caused by or happening through or in consequence directly or indirectly of

- A) terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

This insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

In **Great Britain** and Northern Ireland terrorism means

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

In so far that this insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland terrorism means

- any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
 - A) influence any government or any international governmental organisation or
 - B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

6. Electronic Risk

- A) Loss as a result of **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties

- iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) Loss as a result of **Damage** to the **Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from any of the **Events** insured provided that such **Damage** does not arise by reason of any malicious act or omission.

BUSINESS INTERRUPTION INSURANCE - HOW WE SETTLE CLAIMS

Gross Revenue – how We settle claims

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following:

1. in respect of reduction in **Gross Revenue** the sum produced by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** falls short of the **Gross Revenue**
2. in respect of Increase in Cost of Working the **Additional Expenditure** reasonably incurred in avoiding or minimising the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of the amount of the reduction thereby avoided.

Increased Cost of Working – how We settle claims

The insurance in respect of Increase in Cost of Working is limited to the **Additional Expenditure** necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Provided that **We** shall not be liable for more than 50% of the sum insured during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

Outstanding Debit Balances - how We settle claims

If Extension to Cover 7 is included and **Damage** by any **Event** covered under this Insurance insurance occurs at the **Premises** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**. **We** will pay **You**

1. the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances
2. the **Additional Expenditure** incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

OTHER CONSIDERATIONS WHEN SETTLING ANY CLAIMS UNDER THIS INSURANCE

Material Damage Requirement

- Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property**
- Or
- Payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

Limit of Liability

- **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated **Limit of Liability**.

Alternative trading

If during the **Indemnity Period** (**Business** Interruption Insurance) **Goods** are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period** (**Business** Interruption Insurance).

Savings

- If any of the charges or expenses of the **Business** payable out of Gross Profit or **Gross Revenue** or Gross **Rent** Receivable cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

Underinsurance

- If the sum insured is less than the 'insurable amount' (see below) the amount payable shall be proportionately reduced.
- The 'insurable amount' is the Gross Profit which would have been earned in the twelve months immediately following the date of the **Damage** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of Gross Profit shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds twelve months).

- Note
1. Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 2. Any adjustment implemented in current cost accounting is disregarded.

Professional Accountants' charges

- **We** will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Payments on account

- Payments on account may at **Our** discretion be made during the **Indemnity Period** if requested by **You**.

Automatic reinstatement after a loss

- In the absence of written notice by **You** or **Us** to the contrary the applicable sum insured (or other restriction on the amount of **Our** liability) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover. (Automatic reinstatement will not be provided in respect of the cover for **Outstanding Debit Balances**).

REQUIREMENTS WHICH YOU MUST COMPLY WITH TO MINIMISE LOSS OF OUTSTANDING DEBIT BALANCES

Duplicate Records

- It is a requirement of this Insurance that **You** shall maintain a record elsewhere than in the **Building** in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**.

Failure to comply with this requirement may result in **Us** not paying **Your** claim.

SECTION 4 - LOSS OF LICENCE INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

INDEMNITY PERIOD

The period beginning with the loss of the **Premises Licence** and ending not later than twelve months thereafter during which the results of the **Business** shall be affected in consequence of the loss of licence provided that if the **Premises** are disposed of within twelve months after the loss of licence the indemnity period shall terminate upon disposal.

SAVINGS IN COSTS

Any sum saved during the INDEMNITY PERIOD in respect of the charges and expenses of the **Business** payable out of Gross Profit as may cease or be reduced in consequence of the loss of the **Premises Licence**.

SHORTAGE IN TURNOVER

The amount by which the **Turnover** during the INDEMNITY PERIOD shall in consequence of the forfeiture, suspension or withdrawal of the **Premises Licence** fall short of the **Turnover** which but for the loss of licence would have been achieved during the INDEMNITY PERIOD.

WHAT IS COVERED

The loss of Gross Profit suffered by **You** if the **Premises Licence** in force is forfeited, suspended or withdrawn due to the operation of the **Licensing Act**, together with any resulting depreciation in value of the **Premises** should **You** be unable to obtain a further **Premises Licence** within 12 months and **You** sell the **Premises**.

WHAT IS NOT COVERED

1. Loss arising from
 - A) partial removal
 - B) suspension or
 - C) any failure by the Licensing Authorities to grant any requested alterations of the **Premises Licence** unless such partial removal, suspension or alteration is ancillary to the **Premises Licence** being fully removed or suspended.
2. Loss arising from
 - A) actual or proposed compulsory acquisition of any of the **Premises**
 - B) scheme or town or country planning improvement or redevelopmentwhether such loss is direct or indirect.
3. Loss arising from alteration after the inception of this Insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the **Premises Licence** unless **We** confirm in writing that the Insurance will apply after such alteration.
4. Loss arising from such refusal to renew a **Premises Licence** as entitles **You** to claim compensation under any statute.
5. Loss arising from failure
 - A) other than for good cause to keep open the **Premises** during the times stated on the operating **Schedule** of the **Premises Licence**
 - B) to maintain the **Premises** in good sanitary and general repair
 - C) to comply with any direction or requirement of the Licensing Authorities.
6. Loss arising from forfeiture of the **Premises Licence** occasioned wholly or in part by any act or omission by **You** or by **Your** failure to take all reasonable action to maintain the **Premises Licence** in force.
7. Loss arising from **Your** failure to apply for or follow the correct procedures for applying for a **Premises Licence** under the regulations of the **Licensing Act**.
8. War and Allied Risks
Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
9. Sonic Bangs
Loss resulting from **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
10. Radioactive Contamination
Loss caused by or happening through or causing **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
 - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
11. Terrorism
Loss caused by or happening through or in consequence directly or indirectly of
 - A) Terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss and
 - B) in Northern Ireland

- i) riot or civil commotion
- ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by or resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of terrorism.

In **Great Britain** and Northern Ireland terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland, terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

12. Electronic Risk

Loss resulting from

- A) **Damage to Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage to the Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any Virus
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

LOSS OF LIQUOR LICENCE INSURANCE – HOW WE SETTLE CLAIMS

We will pay **You** in accordance with Cover A and Cover B below if during the **Limit of Liability** the **Premises Licence** is forfeited, suspended or withdrawn due to the operation of the **Licensing Act**.

Cover A

The loss of Gross Profit suffered by **You** during the INDEMNITY PERIOD and the amount payable shall be the aggregate of

- i) SHORTAGE IN TURNOVER less **Turnover** from Alternative Trading multiplied by the **Rate of Gross Profit**
- ii) **Additional Expenditure** less SAVINGS IN COSTS
but shall be subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred.
- iii) Professional Accountants' Charges being the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Cover B

The depreciation in value of the **Premises** solely as a result of **You** selling the **Premises** without a **Premises Licence**, provided that **You** have been unable to obtain a **Premises Licence** within twelve months of the date of the forfeiture, suspension or withdrawal of the **Premises Licence**.

Reducing the chance of loss

What **We** will do

- **We** shall be entitled to appeal in **Your** name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. **You** shall give all such assistance as **We** may require.

What We expect of You

You shall give written notice to **Us** as soon as reasonably practicable of the forfeiture, suspension or withdrawal of any **Premises Licence** or of any **Event** likely to prejudice the **Premises Licence** coming to **Your** knowledge stating (as far as is practicable) the grounds on which any order was made or the particulars of such **Event**.

As soon as practicable after the forfeiture or withdrawal of a **Premises Licence** **You** shall deliver to **Us** a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a Statutory Declaration of the truth and accuracy of such statement. **You** shall permit **Us** to take proceedings at **Our** expense to recover compensation or secure indemnity from any party in respect of

anything covered by this Insurance.

You shall give written notice to **Us** of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn any **Premises Licence** or which does or might occasion any disqualification. Subject to such notice **You** shall be deemed to have reaffirmed at each Renewal Date the information **You** provided at the inception of cover and contained in the **Schedule**.

You shall use due diligence to

1. comply with the terms of the **Premises Licence** in the provision of accommodation, food, refreshments and entertainment
2. comply with the standards required by the fire, planning and food hygiene authorities.

You shall exercise against any **Employee** or agent who is responsible for the day-to-day running of the licensed **Premises** all rights powers and privileges which **You** may be entitled to exercise to protect any **Premises Licence** against loss or to protect **Your** interest in the **Premises**.

You shall make all such applications as **You** may be entitled to do under the **Licensing Act** to prevent the loss of the **Premises Licence** by non-renewal, forfeiture or withdrawal of the **Premises Licence**.

In the event of the death, bankruptcy or incapacity of any **Employee** or agent responsible for the day-to-day running of the licensed **Premises** or if such person shall abscond or be convicted of any offence **You** shall produce a suitable person to replace them.

No alterations shall be made to the **Premises** without the sanction of the Licensing and other competent authorities nor shall any offer be made to surrender or discontinue any **Premises Licence** without **Our** written consent.

Settlement of a claim under Cover A

If **You** wish to make claim under this Insurance **You** shall

1. notify **Us** as soon as reasonably practicable
2. take and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
3. at **Your** own expense provide **Us** within 30 days after the expiry of the INDEMNITY PERIOD or within such further time as **We** allow full details in writing of the claim
4. at **Your** own expense provide **Us** with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by **Us** for the purpose of verifying the claim. Any such accounting information required may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be prima facie evidence of the information to which the report relates.

Penalty for not complying

If **You** do not comply with what **We** require of **You** in settlement of a claim under Cover A

1. no claim under this insurance shall be payable and
2. any payment on account of the claim already made shall be repaid to **Us** forthwith.

Other considerations when settling any claims under this Insurance

If any difference arises as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

If any claim under this Insurance is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Insurance all benefit hereunder shall be forfeited.

If at the time of the forfeiture or withdrawal of any **Premises Licence** there is any other insurance covering the same loss **We** shall not pay more than its rateable portion of any claim.

We shall in no case be bound to accept notice of the transfer of interest arising hereunder and nothing herein contained shall give any right against **Us** to any person other than **You** except the transferee approved by **Us** which approval shall not be unreasonably withheld.

In connection with any claims against **You** **We** may at any time pay to **You** the **Limit of Indemnity** or any lesser amount for which such claims can be settled and after that **We** shall relinquish the control of such claims and be under no further liability in connection with them except for costs and expenses for which **We** may be responsible in respect of matters prior to the date of such payment.

Current Cost Accounting

For the purpose of the Definitions referred to in this Insurance any adjustment implemented in current cost accounting shall be disregarded.

SECTION 5 – FIDELITY INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

ACTING IN COLLUSION

shall mean all circumstances where two or more EMPLOYEES are concerned or implicated together or materially assist each other in committing the acts of THEFT.

COMMENCEMENT DATE

The date from which insurance in respect of any EMPLOYEE commenced.

EMPLOYEE(S)

Any person

1. under a contract of service or apprenticeship with the Insured or
 2. undergoing training under any Government approved training scheme under the control of the insured
- in connection with the **Business** WHILST IN THE SERVICE OF THE INSURED.

The term employee shall include

1. any director of the Insured if such person
 - A) is also employed by the Insured under a contract of service and
 - B) controls no more than 5% of the issued share capital of the Insured company or of any subsidiary of the insured company
2. any person retired from full-time employment with the Insured who is working for the insured as a consultant under the control or direction of the insured

INSURED'S CONTRIBUTION

the first part of any ONE CLAIM borne by the insured as specified in the **Schedule** or as otherwise provided for by this **Policy**.

ONE CLAIM

All acts of THEFT throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual EMPLOYEE or by two or more EMPLOYEES ACTING IN COLLUSION.

TERRITORIAL LIMITS

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

THEFT

shall include any act of fraud or dishonesty by any EMPLOYEE committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the EMPLOYEE to receive such gain other than salaries fees commission or other EMPLOYEE benefit earned in the normal course of employment.

WHILST IN THE SERVICE OF THE INSURED

The period of 30 days immediately following the termination of service.

WHAT IS COVERED

We will indemnify the Insured

1. against direct loss of **Money** or **Goods** belonging to them or for which they are legally responsible caused by any act of THEFT committed during the **Period of Insurance** by any EMPLOYEE described in the **Schedule** normally resident within the TERRITORIAL LIMITS and discovered not later than 24 months after the termination of
 - A) this insurance
 - B) the insurance in respect of any EMPLOYEE specified by name or positionwhichever occurs first
2. for auditor's fees incurred with **Our** written consent solely to substantiate the amount of the claim
3. for the reasonable cost of re-writing or amending the software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under the **Policy**.

Previous Insurance

If this insurance immediately supersedes a Fidelity Insurance effected by the insured (the 'Superseded Insurance') **We** will indemnify the Insured in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired.

Provided that

1. such insurance has been continuously in force from the time of the loss until the COMMENCEMENT DATE of this insurance
2. the loss would have been insured by this insurance had it been in force at the time of the loss

3. **Our** liability shall not exceed whichever is the lesser of
 - A) the amount recoverable under the insurance in force at the time of the loss or
 - B) the **Limit of Indemnity** under this insurance.

In any **Event Our** total liability in respect of any ONE CLAIM continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the **Limit of Indemnity** applicable under this insurance.

Non-Contribution - Legal Liability

1. If at the time of loss of **Money** or **Goods** for which the Insured is legally responsible or at the time a claim for such **Property** arises the Insured is or would but for the existence of this insurance be entitled to indemnity under any other insurance or to recovery under any guarantee or indemnity fund **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected.

Application of Limitations

1. Irrespective of the number of periods of insurance during which this insurance (and any insurance issued in substitution therefore) shall remain in force **Our** total liability in respect of any ONE CLAIM shall not exceed the **Limit of Indemnity**.

Limitations

1. **Our** liability in respect of any ONE CLAIM caused by one EMPLOYEE shall not exceed the **Limit of Indemnity** applicable to that EMPLOYEE
2. In the event that ONE CLAIM is caused by two or more EMPLOYEES ACTING IN COLLUSION **Our** liability in all shall not exceed whichever of the individual limits of indemnity to the EMPLOYEES involved is the greater
3. **Our** liability in respect of all claims during any one **Period of Insurance** shall not exceed the aggregate **Limit of Indemnity** specified in the **Schedule**.

WHAT IS NOT COVERED

We shall not be liable for

1. loss of interest or any other losses which are not directly covered by the terms and conditions of the **Policy**
2. the amount of the INSURED'S CONTRIBUTION as shown in the **Schedule**
3. loss caused by any act of any EMPLOYEE committed prior to the COMMENCEMENT DATE applicable to that EMPLOYEE.

MINIMUM STANDARDS OF CONTROL

Auditors

The accounts of the Insured including all subsidiary companies shall be examined by external auditors every twelve months. All recommendations or alternatives acceptable to the auditors shall be implemented without delay.

Cash receipts

EMPLOYEES receiving cash and cheques in the course of their duties shall be required to remit all monies received and bank in full on the day of receipt or next banking day.

Reconciliation

Independently of EMPLOYEES responsible bank statements receipts counterfoils and supporting documents are checked at least monthly against cash book entries and the balance tested with cash and unpresented cheques.

Cheque signing

1. all manually prepared cheques or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted No cheque or instrument shall be signed until one signatory has examined the supporting documentation
2. in the case of computer or machine prepared cheques or other bank instruments the supporting documentation shall be examined and authorised before the requisition for the cheque or instrument is input. All such cheques or instruments drawn for an amount in excess of £25,000 shall require one manually applied signature added after the cheque or instrument is prepared

The insured's bankers shall be advised of the above requirements as to signatures.

Cash and petty cash

Cash in hand and petty cash shall be checked independently of EMPLOYEES responsible at least monthly and additionally without warning every six months.

Payroll

In respect of EMPLOYEES not paid by crossed cheque or credit transfer the cast of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct.

At least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

Stocktaking

1. There will be a physical check on all **Stock** and materials held against verified **Stock** records independent of EMPLOYEES responsible at intervals of not more than twelve months except where otherwise stated herein.

2. In respect of the following **Stock** or **Goods** a physical check shall be carried out against verified records independently of EMPLOYEES responsible at intervals of not more than six months
 - A) Non Ferrous Metals
 - B) Wines and Spirits
 - C) Cigarettes and Tobacco.

Ordering goods

EMPLOYEES acting independently shall be responsible for the ordering of **Stock** and materials the recording of receipt of such and the authorising of payment for them.

Statements of account

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of EMPLOYEES receiving or collecting monies.

Action by management shall be taken if an account becomes three months overdue.

References Condition

1. The insured shall obtain satisfactory references to confirm the honesty of each EMPLOYEE who will be responsible for **Money**, goods, accounts, computer operations or computer programming engaged after commencement of this **Policy**
2. Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the EMPLOYEE is entrusted without supervision.
3. References need not be obtained in respect of EMPLOYEES who have satisfactorily and continuously served the Insured for at least one year in another capacity before being entrusted with the duties referred to above
4. In respect of EMPLOYEES joining directly from school or government sponsored youth training schemes one character reference shall be obtained
5. A written record of any verbal reference shall be made at the time it is obtained the original copy of each written reference and the record of any verbal reference shall be retained by the Insured and shall be made available for inspection by **Us** on request

MINIMUM STANDARDS OF CONTROL CONDITION

1. The insured shall operate or bring into force the Minimum Standard of Control and shall not make any change to any of the Minimum Standards of Control unless **We** is advised and its written approval obtained.
2. All EMPLOYEES shall be instructed as to their duties or responsibilities in respect of the Minimum Standards of Control and shall be expected to comply.
3. Failure to comply with this condition may result in a claim under Fidelity Insurance not being paid.

20/80 EXTENSION

In the event that any claim results from or is contributed to by the failure of any EMPLOYEE or EMPLOYEES to observe any part of the Minimum Standards of Control provided that the Insured can conclusively demonstrate

1. that they had complied with the condition stated above and
2. such failure was without their knowledge or consent or that of any Responsible Official.

Then **We** will pay any claim resulting therefrom but subject to the Insured bearing

- A) in addition to the amount of the INSURED'S CONTRIBUTION 20% of the amount for which **We** would otherwise have been liable or
- B) £2,500 in all

whichever shall be the greater.

If the Minimum Standards of Control are evaded by the actual EMPLOYEE or EMPLOYEES committing the THEFT without the knowledge of some other person who is a Responsible Official or of the insured the claim will be payable without deduction subject otherwise to the terms of the policy.

Responsible Official shall mean

- A) any director or executive officer or accounting or audit manager of the Insured or of any subsidiary company whose EMPLOYEES are insured by this **Policy**
- B) any internal auditor inspector accountant or other person responsible for overseeing compliance with standards of supervision accounting or security.

TEMPORARY AGENCY STAFF EXTENSION

The term EMPLOYEE shall include

1. any person furnished by a staff or employment agency who by arrangement with such agency is working for the Insured on a temporary or part-time basis in connection with the **Business** to perform the functions and duties of an EMPLOYEE under the control or direction of the Insured but not including persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming unless specifically stated as insured herein.

Provided that

- A) **We** shall not be liable for any loss caused by any such person if such loss is also covered for the benefit of the Insured by any insurance or guarantee held by the staff or employment agency furnishing the person concerned
- B) the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above
- C) the References Condition shall not apply to the temporary agency staff described above.

PENSION FUND TRUSTEES EXTENSION

At the request of the Insured **We** will indemnify the Trustees of any pension fund or other EMPLOYEE benefit scheme set up to provide benefit to the insured's EMPLOYEES in respect of any loss of **Money** or **Goods** which the Trust may incur as a result of any act of THEFT as otherwise insured by this **Policy** committed by any EMPLOYEE of the Insured.

For the purpose of this extension all persons nominated as Trustees shall be deemed EMPLOYEES.

SPECIAL CONDITIONS

1. Immediately following the discovery by the Insured of any act of THEFT by an EMPLOYEE all indemnity for further acts of THEFT by that EMPLOYEE shall cease
2. A) Any **Money** of the EMPLOYEE in the insured's hands upon discovery of any loss and any **Money** which but for the EMPLOYEE'S THEFT would have been due to the EMPLOYEE from the insured shall be deducted from the amount of the loss before a claim is made under this insurance
- B) Any further monies which are recovered less any costs incurred in recovery shall accrue
 - i) in the event that the insured's claim has exceeded the **Limit of Indemnity** firstly to the benefit of the Insured to reduce or extinguish the amount of the Insured's loss (but not the INSURED'S CONTRIBUTION)
 - ii) thereafter to the benefit of US to the extent of the claim paid or payable
 - iii) and finally to the benefit of the Insured where the INSURED'S CONTRIBUTION had been deducted from the claim
3. Upon the termination of service of any EMPLOYEE the Insured shall take all reasonable security precautions to prevent THEFT by that EMPLOYEE.

SECTION 6 - EMPLOYERS' LIABILITY INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

INJURY

Bodily injury, death, disease or illness.

WHAT IS COVERED

Any **Person Entitled to Indemnity** is covered

1. against legal liability for Damages in respect of INJURY of any **Person Employed** caused during any **Period of Insurance**
 - A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
or
 - B) while temporarily outside these territories
arising out of and in the course of employment by **You** in the **Business**
2. in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in INJURY including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section
incurred with **Our** prior written consent.

EXTENSIONS TO THE EMPLOYERS' LIABILITY SECTION

THIS INSURANCE ALSO COVERS

1. Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown in the **Schedule**

2. Unsatisfied Court Judgments

If an **Employee** or their personal representative is awarded Damages for INJURY in any **Court** situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgment provided that

- A) the Damages are awarded against a company or individual operating from **Premises** in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
- B) the INJURY was caused during any **Period of Insurance** in the course of employment by **You**
- C) there is no on-going, planned or outstanding appeal
- D) the **Employee** or their personal representative shall assign the judgment to **Us**.

WHAT IS NOT COVERED

1. Offshore

We will not indemnify **You** against liability arising **Offshore**.

2. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
or
- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it
where the legal liability is
 - i) that of any principal
 - ii) accepted under an agreement without which the legal liability would not exist.

3. Road Traffic Legislation

Any legal liability for INJURY in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

4. Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a **Court** of Criminal Jurisdiction.

EMPLOYERS' LIABILITY - HOW WE SETTLE CLAIMS

How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any Damages and costs which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

The most We will pay

Our liability for INJURY and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Employers' Liability in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to terrorism shall read £5,000,000, terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by **Us** in respect of all Damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Employers' Liability in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the Persons Entitled to Indemnity under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

SECTION 7 - PUBLIC LIABILITY / PRODUCTS LIABILITY INSURANCE

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE.

WHAT IS COVERED

Any **Person Entitled to Indemnity** is covered

1. up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or **Goods**, or accidental interference with any easement, right of air, light, water or way
 - D) wrongful arrest or false imprisonmenthappening during any **Period of Insurance** in connection with the **Business**
2. in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Sectionincurred with **Our** prior written consent.

EXTENSIONS TO THE PUBLIC LIABILITY / PRODUCTS LIABILITY SECTION

THIS INSURANCE ALSO COVERS

1. Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2. Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend **Court** as a witness in connection with a claim **We** will pay **You** the amount shown in the **Schedule**.

3. Contingent Motor Liability

Your legal liability to pay Damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage to Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

Other than

- A) **Damage** to the vehicle or its contents.
- B) Any legal liability caused while the vehicle is being driven by **You**.
- C) Where cover is provided by any other insurance **Policy**.
- D) Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

4. Personal Legal Liabilities whilst Overseas

We will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

Other than

Any legal liability arising out of

- A) the ownership or occupation of land or **Buildings**
- B) where cover is provided by any other insurance **Policy**

5. Data Protection Act 1998

Your legal liability to pay Damages and/or costs to others which are the result of **Damage** or distress as described in Section 13 of the **Data Protection Act 1998**

Provided that

- A) **You** are registered in accordance with the terms of the Act, or
- B) **You** have applied for registration and it has not been refused or withdrawn

C) **You** have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at **Your** request **Your** directors, partners or **Employees** under this Extension.

The **Business** shall include the provision of any reciprocal arrangement for the storage or processing of computer **Data** or for the use of computer facilities.

Other than

- A) Any legal liability **You** have to pay fines or penalties.
- B) The cost of rectifying, reinstating, erasing, blocking or destroying any personal **Data**.
- C) Where cover is provided by any other insurance.
- D) Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- E) Any claim arising from or caused by circumstances notified to any of **Your** previous insurers.
- F) Any claim arising from circumstances known to **You** at the time **You** took out this Insurance.

6. Defective Premises Act

Your legal liability in respect of **Injury** or **Damage** to **Property** under Section 3 of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975.

8. Consumer Protection Act

We will indemnify the Insured against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of **Us** in an appeal against conviction arising from such proceedings.

Provided that **We** shall not be liable for the payment of fines or penalties.

9. Third Party Hirers

We will indemnify **You** for any liability arising from their responsibilities as landlord, tenants or **Property** owners in respect of any third party hiring **Your** premises for social and fund-raising activities.

10. Fireworks/Bonfires

We will indemnify **You** for firework displays that are arranged and conducted by a professional firework display company having in its own name a policy of insurance providing cover against General Liability for a **Limit of Indemnity** of not less than £5,000,000.

The following precautions must be taken in connection with any bonfire:

- the bonfire shall be at least 10 metres from any **Building**, tree, haystack, hedge, fence, growing crops or other **Property**
- adequate fire extinguishing apparatus will be kept ready for immediate use at the site of the bonfire.
- all moveable combustible materials (including fireworks) shall be removed from the immediate vicinity of the bonfire
- the bonfire shall not be left unattended at any one time
- the bonfire shall be completely extinguished prior to being left unattended and a careful examination carried out to ensure that there are no smouldering remains.

WHAT IS NOT COVERED

1. Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at **Your Premises**
 - iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance **Policy**

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than any watercraft or vessel not exceeding 8 metres in length in inland or territorial waters)).

2. Employers' Liability

Any legal liability for bodily **Injury** or mental **Injury** to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

3. Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

- A) **Your** directors', partners', **Employees**' or visitors' personal effects including vehicles and their contents
- B) customers' personal effects held in a cloakroom operated by **You** provided that
 - i) **Our** liability in respect of any one article shall not exceed £500

ii) such cloakroom is securely locked when unattended and the key is kept in the custody of a person authorised by **You**

- C) **Premises** and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- D) **Premises** and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such **Premises** and their fixtures and fittings.

4. Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected **Incident** which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**. All pollution and contamination which arises out of one **Incident** shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such **Incident** takes place.

5. Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

6. Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

7. Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

8. Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials** in **Premises** disposed of by **You**.

9. Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a **Court** of Criminal Jurisdiction
- E) aggravated, exemplary or punitive Damages awarded by any **Court** outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

10. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel or
- B. the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11. War and Allied Risks

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12. Fear of Asbestos

Any legal liability for mental **Injury** or fear of suffering bodily **Injury**, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

13. Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

14. Aircraft Products

Any legal liability arising from **Aircraft Products**.

15. Excess

Your Excess as shown in the **Schedule** in respect of

- A. the claimants Damages
- B. the claimants costs and expenses.

PUBLIC LIABILITY/PRODUCTS LIABILITY – HOW WE SETTLE CLAIMS

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any Damages and costs which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Excess as shown in the **Schedule** is payable before **We** will be liable to make any payment.

The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of products shown under Public Liability/ Products Liability in **Your Schedule**.

In respect of all Incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of **Buildings**, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of pollution shown under Public Liability/Products Liability in **Your Schedule**.

In respect of any one claim arising out of any one **Event** or all **Events** of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **Asbestos** or materials or products containing **Asbestos** shall not exceed £5,000,000.

Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Public Liability/ Products Liability in **Your Schedule**.

The most **We** will pay in respect of all Incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

The most **We** will pay in respect of all Damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

For the purposes of the **Limit of Liability** all the Persons Entitled to Indemnity under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

North America Claims

In respect of claims happening or where a claim is brought in **North America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your Schedule**.

SECTION 8 – PROFESSIONAL INDEMNITY

Provides indemnity for Compensation sought following negligent act, error or omission in respect of advice or services provided for which **You** have received a fee in consideration up to the limit defined in **Your Schedule**.

This section of the Insurance is a claims made wording. It only covers claims made against the Insured and notified to **Us** during the **Period of Insurance**. However, provided the Insured gives **Us** notice in writing of any facts that might give rise to a claim against the Insured, as soon as was reasonably practicable after the Insured became aware of those facts and before the expiry date of this insurance, then this insurance may respond, notwithstanding the fact that no claim has actually been made against the Insured prior to the expiry date.

WHAT IS COVERED

- We** will indemnify the Insured against any claim or claims (including all legal costs and expenses which the Insured shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this Insurance, the total sum insured specified in the **Schedule** arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the Insured's legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with angling and associated club activities, provided that the claim or claims are:
 - Made against the Insured during the **Period of Insurance** specified in the **Schedule** and
 - Notified as soon as possible in writing to **Us** by the Insured during the **Period of Insurance**
 - Arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Schedule**
 - Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Schedule**.
- We** will indemnify the Insured against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the **Limit of Indemnity** specified in the **Schedule**.
- The liability of **Us** under this insurance in respect of any one claim or aggregate for all claims in any one **Period of Insurance** shall not exceed the **Limit of Liability** specified in the **Schedule**.
- We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by the Insured in the defence of settlement of a claim or claims made against the Insured but not exceeding in total the **Limit of Indemnity** referred to in the **Schedule**.

If the **Territorial Limits** shown in the **Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

WHAT IS NOT COVERED

- Any liability directly or indirectly arising out of Personal **Injury** to any **Employee** of the Insured arising out of or in the course of employment in the Insured's **Business**
- This Insurance does not indemnify the Insured against any claim or claims:
 - Made or threatened or in any way intimated prior to the inception date of the insurance
 - Arising from any known circumstance of which the Insured had become aware prior to the insurance inception and which the Insured or a reasonable person of the Insured's profession would at any time prior to the insurance inception have considered may give rise to a claim or claim (s)
- Claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at any time employed by the Insured
- Claims arising from the conduct of any **Business** not conducted for the benefit of or on behalf of the Insured named in the **Schedule**
- Claims as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
- Claims arising from the sale or supply of **Goods** by or on behalf of the Insured.
- Any wilful, malicious or unlawful act
- Liability to pay:
 - liquidated, punitive, exemplary or aggravated damages
 - any fines and/or penalties imposed by law
 - any trading debts.
- Liability of the Insured or any principal of the Insured arising solely from the duties of the Insured or such principals as a director or legal officer of any company
- Liability arising from any breach of copyright
- Claims to any of **Your Employees** or immediate family (spouse, children, parents, siblings and their families)
- Liability arising out of the use, ownership, possession of land or **Buildings**, animals, firearms or weapons
- Liability in respect of the ownership, maintenance, operation or use of any aircraft, motorised watercraft, automobiles or Vehicles of any kind by or in the interest of the Insured
- Liability as a result of **Your** insolvency, bankruptcy or liquidation as the case may be
- Any form of performance, surety, credit or financial guarantee
- Economic or pecuniary loss where no personal **Injury** or **Damage** to tangible **Property** occurs
- Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind
- Property Damage** to any **Property** belonging to **You** or is in **Your** custody, care or control
- Liability where **You** are entitled to indemnity from another more specific source
- Liability not involving the use of musical, entertainment, sound or lighting equipment
- Liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
- Liability arising out of the influence of intoxicating liquor or drugs.

CLAIMS CONDITIONS

The following conditions apply.

1. Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than
 - i) 30 days of **Your** becoming aware of the **Event** or occurrence or
 - ii) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsprovide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event, Damage, Accident** or **Injury** including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- G) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter
- I) in respect of Personal **Injury** (Robbery) under **Money** Insurance and Personal **Accident** Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any insured person covered under these insurances shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim

2. Our Control Of Claims

We will be entitled

- A) on the happening of any **Damage** to the **Property** insured to enter, take and keep possession of the **Building** where **Damage** has happened, to take and keep possession of the **Property** insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**
- D) at **Our** option to repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured

3. Conditions

No claim under this **Policy** shall be payable unless the terms of Claims Condition 1 have been complied with.

4. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **You**, any director, partner, principal or **Employee** of **Yours** or any person acting on **Your** or their behalf to obtain any benefit under this **Policy** or if any **Damage** is deliberately caused by **You** or with **Your** knowledge then all benefit under this **Policy** shall be forfeited.

5. Other Insurance

If **You** claim under this **Policy** for something which is also covered by another **Policy**, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other **Policy**.

This condition does not apply to **Money** Insurance, the Contingent Motor Liability cover under Liabilities Insurance – Public Liability/Product Liability or to Personal **Accident** Insurance.

6. Arbitration (not applicable to Liabilities Insurance, Personal Injury (Robbery) cover under Money Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act. The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the Courts

POLICY CONDITIONS

1. Alteration of Risk

This **Policy** shall be avoided by **Us** if and when

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
 - or
 - B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death
 - or
 - C) there are any significant alterations to the **Business**; or the **Premises**; or **Property** within the **Premises**; or the occupation of the **Premises** by **You** or **Your Employees**; or any other change in circumstances which increases the risks insured against under this **Policy**
- unless such alteration is notified to **Us** and **We** confirm that **We** are happy to accept the change.

2. Cancelling the Policy

You may cancel this **Policy** by informing **Us** in writing, and cancellation will be effective from the date of receipt of **Your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to **Us**.

We may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation, **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

3. Consumer Credit Termination

We reserve the right to terminate the **Policy** in the event that there is a default in instalment payments due under any linked loan agreement.

You must return **Your** current Certificate of Employers' Liability Insurance to **Us** if **We** cancel **Your Policy**.

4. Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5. Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any **Legal Proceedings** between **You** and **Us** in connection with this contract will only take place in the Courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the Courts of whichever of those two places in which **You** are based.

6. Non-disclosure or Misrepresentation

This insurance **Policy** shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

7. Observance of Terms

It is a condition of **Our** liability that **You** observe the terms of this **Policy** relating to anything to be done or complied with by **You** except in so far as is necessary to comply with the requirements of any legislation enacted in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to **Employees**. Failure to comply may result in a claim not being paid or payment reduced.

8. Our Liability

All the sums insured, Limits of Indemnity and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

For all purposes, including but not limited to, the application of sums insured, Limits of Indemnity and any other restrictions on the amount of **Our** liability stated in this **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

9. Reasonable Precautions

You must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

You must keep all of **Your Buildings**, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

If **You** discover any defect or danger, **You** must make it good as soon as reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

You must exercise care in the selection and supervision of **Employees**.

10. Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Limit of Liability We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **We** will give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

COMPLAINTS PROCEDURE

Our commitment to customer service

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Sport.

Step	Detail
1	If You have cause for complaint, then contact: <ul style="list-style-type: none">• The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG• A full copy of Accelerate Underwriting Ltd complaints procedure will be issued to You when Accelerate provide a written acknowledgment of Your complaint.
2	In the unlikely event that Your concerns have not been resolved, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows: <ul style="list-style-type: none">• Post: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP• Email: crt.halifax@uk.rsagroup.com

OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

THANK YOU FOR YOUR FEEDBACK

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

Calls may be monitored and recorded for quality assurance purposes.

HOW WE USE PERSONAL INFORMATION

You information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. If **You** contact **Us** electronically, **We** may collect **Your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

We may use and share **Your** information with other members of the Group to help **Us** and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop **Our** services, systems and relationships with **You**;
- understand **Our** customers' requirements;
- develop and test products and services.

We do not disclose **Your** information to anyone outside the Group except:

- where **We** have **Your** permission; or
- where **We** are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that
- provide a service to **Us**, **Our** partners or **You**; or
- where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries on the basis that anyone **We** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

We would like to keep **You** informed (by phone, post, email or text) of selected products and services available from **Us** and **Our** carefully chosen suppliers. If **You** would prefer not to receive this information from **Us** and have not previously advised **Us** of this, please let **Us** know when **You** contact **Us**. From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change.

We will not keep **Your** information for longer than is necessary

Requests or questions

To request access or correct inaccurate personal information, or to request the deletion or suppression of personal information, or object to its use, please write to Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG.

Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related **Injury** or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, **Business** in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

- 1) to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- 2) to identify the relevant employers' liability insurance policies. The Database will be managed by the ELTO.

The Database and the **Data** stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your Policy Data** in this way and for these purposes.

insure *sport*[®]

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