

MATRIX UNDERWRITING MANAGEMENT
COMMERCIAL COMBINED
ALL RISKS POLICY
COMMA-0122



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Policy Interpretation

- Certain words have common meanings which are set out under General Definitions. They will appear in bold type and start with a capital letter whenever they are being used. Some of these general definitions may then be amended under individual cover **Sections** where they have a different meaning within that **Section**. In the case of any conflict between a General Definition and a **Section** Definition, the **Section** Definition will prevail.
- All titles, headings and “Helpful Information” (highlighted in coloured boxes) in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be understood to include all amending or replacement acts, statutory orders, and regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words implying the masculine will be considered as also implying the feminine and the neuter.

Your Contract of Insurance

Policy Content

This **Policy** provides an extensive range of potential cover arranged in **Sections**. It is designed to allow **You** and/or **Your** insurance adviser to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**. The contents table at the beginning of this **Policy** will help **You** find **Your** way around.

Your Policy is subject to **Endorsements**, which may add conditions or Exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

This **Policy** is a legal contract between **You** and **Us** and is made up of this document, the **Schedule** and any **Endorsements**. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise this **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

Certification of Cover

This **Policy** is issued to **You** by Matrix Underwriting Management Limited ("**MUML**") in its capacity as **Our** agent, under contract reference (UKBPY2200087). In exchange for **You** paying the premium amount referenced in **Your Schedule**, **You** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **Your Policy**.

Signed by



David Haynes

Authorised signatory of Matrix Underwriting Managing Limited

It is important that **You**:

- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, Sums Insured and Limits of Indemnity are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return it to **Your** insurance adviser or to **MUML** (as applicable) for correction.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep this with **Your Policy** document in a safe place in case **You** need to refer to it.

Cancellation

The circumstance in which this **Policy** can be cancelled are set out under the heading 'Policy Cancellation' (see the contents table).

Enquiries

If **You** have any questions or enquiries, or do not understand anything in relation to this **Policy**, please contact, **Your** insurance adviser or **MUML** (as applicable). **MUML's** contact details are:

Matrix Underwriting Management Ltd

Hornigals,
Little Tey Road,
Ferring
Essex
CO5 9RS

Phone 01206 214 560

Email quotes@matrixunderwriting.co.uk

Opening hours- Monday-Friday- 9am-5pm

Complaints

We are committed to providing a high-quality service to **You**. If there is an occasion when **Our** service does not meet **Your** expectations, please contact **MUML**. Should **You** wish to complain please refer to the 'How to Complain' procedure at the end this document.

Safeguarding Your Premium and Claim Payments

All premium payments from **You** and due to **Us** for this policy will be held by **MUML** on **Our** behalf. They will also hold any premium refund that is due to **You** from **Us** and pay any claim payments that are due to **You** from **Us**.

In this capacity, **MUML** is acting as **Our** agent. This means that once a premium is paid to **MUML** it is deemed to have been received by **Us** and that all claim payments and premium refunds are not deemed to have been paid until **You** have actually received them.

Your Duties

You must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part.

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- (a) disclose all material facts of which **You** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner):
 - what is known to **You** and anybody who is responsible for arranging this insurance, or
- if **You** are not an individual (such as a limited company or partnership):

- what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We would not** have agreed to provide cover under the policy on any terms, **We** may avoid this policy and refuse all claims, but **We** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We would** have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.
For example: if, due to a breach of fair presentation, **We** charged a premium of £1,000 but **We** should have charged £2,000, then for any claim submitted and agreed at a settlement value of £500, **You** will only be paid £250.

Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions (which appear after the **Sections** and General Exclusions) include duties which apply to all **Sections**. The Making a Claim **Section** includes duties relating to the claim process.

Non-payment of premium

In the event that **You** do not pay the premium within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

If **Your Policy** is cancelled, **We** will send **You** a letter of cancellation to **Your** last known address.

Compliance with Terms and Conditions

You must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach

Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

Our Claims Commitment to You

We aim to provide **You** with an efficient and easy to Use claims service. **We** have appointed **MUML** to deal with **Your** claim on **Our** behalf.

They will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if they cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **MUML** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** or **MUML** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above **We**:

- A. shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- B. need not return any premium paid.

Claim Conditions

Conduct and Control of Claims

You must:

1. give **MUML** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **MUML** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;

3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);
Making a Claim
4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **MUML's** prior written consent;
6. not waive any subrogation rights against a third party without **MUML's** prior written consent;
7. promptly provide **MUML** or **Our** chosen legal advisers and consultants with any information, assistance or cooperation which **MUML** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested;
9. execute all such assignments and rights to any property for which a claim has been paid under this **Policy** as may be required by **Us**;
10. not abandon property except as authorised or required by **Us**;
11. in the event of property **Damage** **You** shall allow any person authorised by **Us** or **MUML** to:
 - a. enter or take possession of the Building or **Premises** where the loss occurred;
 - b. take possession of, or require to be delivered to **Us** or **MUML** damaged property for all purposes including salvage.

Defence and Discharge of Claim

At **Our** discretion **MUML** may, on **Our** behalf:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action it considers necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this can be referred to an arbitrator who will be appointed by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute prior to the arbitrator having reached a decision.

Subrogation

We are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person;

and **You** must promptly provide **Us**, **MUML** or **Our** chosen specialist legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

How to Report a Claim

Should **You** need to report or make a claim to **Us**, please contact MUML, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser to do this on **Your** behalf.

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible, provide evidence in the form of photos of **Damage**, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give **Us** or **Our** representative all necessary assistance.

All claims involving malicious **Damage** and/or theft must be reported to the Police as soon as reasonably practicable, and **You** should request a crime reference number.

Complete and return any claim form sent to **You**, as soon as possible.

General Definitions

The following definitions apply to this **Policy** and will keep the same meaning wherever they appear unless amended by a **Section** Definition. In the case of any conflict between the General Definitions and a **Section** Definition, the Definition in that **Section** will prevail

| | |
|-----------------------|---|
| Aggregate | Is the total amount We will pay in any one Period of Insurance for any and all claims. |
| Asbestos | Asbestos , Asbestos fibres or any derivatives of Asbestos including any substance or product containing any Asbestos fibres or derivatives. |
| Authority | Any governmental or statutory Authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local Authority , or European Union Directive, within the Territorial Limits . |
| Bodily Injury | Bodily Injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock). |
| Buildings | <p>The building(s) situated at the Premises as stated in the Schedule will include;</p> <ol style="list-style-type: none">1. fixtures and fittings and landlords' fixtures and fittings;2. tenants' improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let;3. outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences and lamp posts;4. walls, gates and fences;5. drains, sewers, piping, ducting, cables, wires, service pipes and conduits extending to the public mains;6. yards, car parks, roads, footpaths and forecourts, all constructed of solid materials;7. all fixed glass including in windows doors and fanlights;8. signs and fascia's;9. fixed sanitary ware. <p>All belonging to You or for which You are legally responsible.</p> |
| Building Works | Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition of the whole or any part of any building, re-roofing, and installation of cavity wall insulation at the Premises . |
| Business | <p>As described in the Schedule conducted within the Territorial Limits including:</p> <ol style="list-style-type: none">1. the ownership maintenance and repair of Premises owned or occupied by You;2. Your provision and management of canteen sports social or Welfare organisations for the benefit of Employees and ambulance first aid fire medical and security services;3. Your participation in exhibitions;4. the execution of private duties in connection with the Business, undertaken with Your prior written consent by Employees for any Business Partner, or director of Yours. |

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| Business Hours | Your Usual office or trading hours and the working hours (including overtime) during which You , a director, Business Partner or Employee are on the Premises for the purpose of the Business . |
| Business Partner | Any person in Business with You under the terms of a partnership agreement whether express or implied or under legislation. |
| Consequential Loss | Loss resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of loss or destruction of, or Damage to, property used by You at the Premises for the purpose of the Business . |
| Contract Works | The temporary or permanent works executed (or in the course of execution) by You or on Your behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection with it. |
| Damage/Damaged | Physical loss, destruction or Damage to tangible property. |
| Employee | Any person under a contract of service or apprenticeship with You ; including: <ul style="list-style-type: none"> a. Any person who is hired to or borrowed by You; b. Any person engaged by You in connection with work experience or training scheme; c. Any labour master or person supplied by him under Your control or supervision; d. Any self-employed person working on a labour only basis under Your control or supervision; e. Any voluntary helper; f. Any person working under a community service order made pursuant to criminal justice legislation. |
| Endorsement | A written attachment forming part of this Policy noting any modifications or amendments in this Policy . |
| Excess | The first amount as stated in this Policy or Schedule payable by You in relation to each and every claim under this Policy and if applicable will be payable after the application of the underinsurance condition (see page 62). |
| Limit of Indemnity | The maximum amount We will pay as stated in the Schedule . |
| North America | Means the United States of America or Canada or their territories, possessions or protectorates. |
| MUML | Matrix Underwriting Management Limited |
| Notifiable Asbestos | Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor. |
| Offshore | From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to Offshore installations until the time of final disembarkation from a vessel or aircraft from such Offshore installations onto land. |
| Period of Insurance | The period stated in the Schedule (both days inclusive). |

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|---------------------------------|---|
| Personal Possessions | Personal Possessions including clothing (but not whilst being worn) excluding audio, visual and telecommunications equipment, money, watches and jewellery. |
| Policy | The contract of insurance which is made up of this document, the Schedule , and any Endorsements . |
| Premises | The Buildings and the land inside the boundaries at the risk address(es) stated in the Schedule Used for the Business . |
| Products | Any goods (including their containers, packaging, labelling and instructions for Use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on Your behalf, in connection with the Business and no longer in Your charge or control. |
| Schedule | Attaching to this Policy which incorporates Your details and the scope of coverage provided by this Policy . |
| Section | That part of this Policy which states the detail of the coverage provided and shown as operative in the Schedule . |
| Sum Insured | The maximum amount as stated in the Schedule unless otherwise stated in any applicable Section . |
| Territorial Limits | Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. |
| Unoccupied / Unoccupancy | When the Premises are closed for Business and Unattended for a period in Excess of thirty (30) consecutive days. |
| Unattended | After You or Your Business Partners , directors, Employees or any persons authorised by You have left the Premises . |
| We/Us/Our/Insurer | AmTrust Europe Limited as the lead insurer or, for certain Sections of cover, the insurer stated as the subscribing insurer for that Section as shown <i>on the Schedule</i> . |
| You/Your/Yourself | The person, company or any other legal entity stated in the Schedule together with any other additional parties named and agreed by Us . In the event of the death of any person, their personal representatives, but only in respect of legal liability incurred in connection with the Business . |

Section 1 – Property Damage

Insuring Clause

In the event of accidental **Damage** occurring during the **Period of Insurance** to any property Insured at the **Premises** stated in the **Schedule** within the **Territorial Limits** (unless specifically excluded by this **Policy**) **We** will pay **You** the value of the property or the amount of the **Damage** at the time of loss or, at **Our** option, repair, replace or reinstate, in accordance with the provisions of this **Section**.

Our liability in any one **Period of Insurance** will not exceed:

1. the **Sum Insured**; or
2. the **Sum Insured** for any one item; or
3. any other specified limit;

as stated in this **Policy** or **Schedule**.

For the purposes of this **Section**, all storm or flood **Damage** losses or occurrences happening within seventy-two (72) consecutive hours of a storm or flood starting will be deemed to be a single claim.

Definitions

The following definitions apply to this **Section** and will have the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 1** Definition, the Definitions in **Section 1** shall prevail.

Contents

Contents within the **Buildings** when not Insured separately as a specified item in the **Schedule** shall include the following property owned by **You** or for which **You** are contractually responsible for:

1. fixtures and fittings;
2. machinery and plant;
3. computers and office equipment (excluding software)
4. all fixed glass including in windows doors and fanlights;
5. signs and fascia's;
6. glass showcases shelves tops and mirrors.
7. All other contents

All other contents includes;

- documents, manuscripts, Business books, but only for the value of the materials as stationery together with the cost of clerical labour actually expended in reinstatement and not for the value of the information contained in them, for no more than GBP 2,500 in total;
- patterns, models, moulds, plans and designs, but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise insured, and not for the value of the information contained in them, for no more than GBP 2,500 in total;
- directors', **Employees'**, visitors' and customers' **Personal Possessions**, pedal cycles, tools, instruments for which **You** are responsible for no more than GBP 250 in total in respect of any one person.

| | |
|-------|---|
| Rent | The money paid or payable by You in respect of accommodation and services, provided in the course of the Business at the Premises |
| Stock | Stock, merchandise and materials in trade including finished goods and work in progress, the property of the Insured and goods in trust for which the Insured is responsible |
| Theft | Theft of material property following violent and forcible entry to or exit from any Building at the Premises and theft involving violence or threat of violence to You or Your Business Partners , directors or Employees . |

Basis of Settlement

In respect of:

1. Buildings

We will pay where the property is damaged or destroyed due to an insured peril;

- a. **Damaged** - the cost of repairing or restoring the **Damaged** portions which includes the replacement with more suitable modern materials;
- b. destroyed - the cost of replacement by similar property or in the manner suitable to **Your** requirements upon another site; to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

2. Contents

We will pay where the property is damaged or lost or destroyed due to an insured peril;

- a. **Damaged** - the cost of repairing or restoring the **Damaged** items;
- b. lost or destroyed - the cost of replacement by similar property; to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

3. Stock

We shall at **Our** option repair, replace or pay the value to **You** of the property at the time of its **Damage** as long as the damage is caused by an insured peril.

4. Documents, records and other materials

In respect of **Damage** to documents, manuscripts, **Business** books, patterns, models, moulds, plans and designs **We** shall pay

- a. the physical value of the materials;
- b. the cost of labour and computer time spent in reproducing them.

5. Obsolete Equipment and property

In the event that new property of the same kind and quality is not obtainable following **Damage**, property which is as similar as possible to that which has been lost or **Damaged** and which is capable of performing the same function will be deemed to be new property of the same kind and quality and,

in no event, will this be considered as a betterment except that **Our** liability will not be greater than the **Sum Insured** as stated in the **Schedule**.

6. Determination of Insured items

For the purpose of determining, where necessary, the item or column heading under which any property is Insured in the **Schedule**, **We** agree to accept the designation under which the property has been entered in **Your** books of accounts.

When reinstatement is the basis of settlement

When **We** opt to reinstate any property Insured by this **Section**, other than Stock, which is subject to **Damage**, the basis upon which the amount payable under the items is a reinstatement basis, which will be determined by **Us** on the basis of settlement set out below.

1. No payment will be made:
 - a. unless the cost of reinstatement has been incurred or the work of reinstatement has commenced and carried out at reasonable speed and within a reasonable time frame;
 - b. unless any other insurance covering the Insured's interest in the property at the time of **Damage** is on the same basis of reinstatement as this **Policy**, and if no such payment is made, then **Our** rights and liabilities and those of the Insured will be those which would have applied had this clause not been operative.
2. Reinstatement may be carried out at another site and in any manner suitable to the Insured, provided that **Our** liability is not-increased as a result.
3. In the event of partial **Damage**, **Our** liability for any loss will not exceed the cost which would have been incurred had the property been totally destroyed.

For the purpose of the cover provided by this **Section** "reinstatement" means

1. the rebuilding or replacement, of property lost or destroyed; or
2. the repair or restoration, of property **Damaged**, in either case to a condition substantially the same as (but not better or more extensive than its condition when new) but subject to the terms, conditions and limits of this **Policy** and due allowance for:
 - a. the additional cost of reinstatement to comply with any European Union or public **Authority** requirements;
 - b. professional fees; and
 - c. C. debris removal costs.

The insurance coverage provided by this **Section** is extended to include the following:

1. Capital Additions
Property Insured will include:
 - a. newly built and/or newly acquired **Buildings** and/or Contents situated anywhere within the **Territorial Limits**;
 - b. alterations, additions and improvements to **Buildings** and/or Contents, but not in respect of any appreciation value.

The maximum **We** will pay in respect of any one **Premises** under this extension is:

- i. ten per cent (10%) of the **Sum Insured** for **Buildings** and Contents respectively; or
- ii. two hundred and fifty thousand pounds (GBP250,000); whichever is the lower.

You must provide **Us** with details of all property Insured under this extension exceeding a total value of ten thousand pounds (GBP10,000) as soon as reasonably practicable, but no later than ninety (90) days from the date **Our** exposure commenced. **You** will be liable to pay any additional premium required.

This extension does not alter **Your** duty of fair presentation or **Your** duty to notify **Us** of any material changes in **Your Business**, whether during the course of this **Policy** or upon renewal.

2. Clearing of Drains

Your expenses incurred in cleaning, clearing and/or repairing drains, gutters and sewers, in consequence of **Damage** not otherwise excluded. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

3. Contracting Purchaser's Interest

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Buildings** and the purchase is subsequently completed, the purchaser will be entitled to benefit under this **Policy** in respect of such **Damage** (if and so far as the property is not otherwise Insured against the **Damage** by him or on his behalf) without prejudice to **Your** rights and liabilities until completion.

4. Cost of Fallen Property Removal

The costs in removing **Your** fallen trees and branches, telegraph poles, lamp posts or parts falling from them incurred by **You**, with **Our** consent excluding **Damage** caused by lopping, pruning, or felling of trees. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

5. Dumping and Fly Tipping The cost of cleaning-up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside **Your** control. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** shall pay is five thousand pounds (GBP5,000) in **Aggregate**.

6. Emergency Services **Damage**

Damage to the grounds caused by the emergency services following **Damage** occurring at the **Premises** if **You** are responsible for the cost of repair. **We** shall not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** shall pay is five thousand pounds (GBP5,000) in **Aggregate**.

7. Public Authorities

The insurance by each item on **Buildings**, following **Damage**, includes the cost of reinstatement (other than of foundations) incurred by reason of the necessity to comply with-regulations under Acts of Parliament or local **Authority** byelaws.

The total amount payable under this extension and this **Section**, for any item, will not exceed:

A. in respect of the property subject to **Damage**, its **Sum Insured**; and

B. in respect of portions of the property not subject to **Damage**, fifteen per cent (15%) of the total amount for which **We** would have been liable had the property been wholly destroyed.

Subject to the total amount payable in respect of A. and B. above not exceeding the **Sum Insured**.

8. Fire Extinguishment and Security Equipment Expenses

The cost incurred with **Our** consent in:

A. refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks; and

B. re-setting fire and/or intruder alarms and/or closed-circuit television equipment, resulting from **Damage** under this **Section**.

We will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

9. Lock Replacement

The cost of changing locks on doors, windows, safes and strongrooms, at the **Premises** following Theft of keys from the **Premises** or **Your** home or the home of any **Business Partner**, director or **Employee** entrusted with keys. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in-**Aggregate**.

10. Loss Minimisation and Prevention Expenditure

The costs incurred by **You**, with **Our** consent, in preventing, reducing or mitigating imminent **Damage** which would have been Insured under this **Section** or reducing **Damage** Insured under this **Section** during and after its occurrence.

A. **We** will not be liable under this extension for any **Damage** which at the inception of the **Period of Insurance** was foreseeable or which was a foreseeable outcome if such costs and expenses **Were** not incurred;

B. **We** will not be liable under this extension for costs and expenses which did not in fact avoid or mitigate the **Damage**;

C. The maximum **We** will pay is five thousand pounds (GBP5,000) in-**Aggregate**.

11. Loss of Metered Water

The amount **We** will pay will be the difference between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and/or the corresponding period adjusted for any relevant factors affecting **Your** consumption during the period(s) concerned. **We** will not be liable for the first five hundred pounds (GBP500) of each and every claim. The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

12. Loss of Rent Payable

Following **Damage** to the Insured's **Premises** rendering the **Premises** unfit for occupation or Use, the amount in respect of loss of Rent payable shall not exceed any period of reinstatement and shall be limited to the **Sum Insured** as stated in **Schedule**.

13. Mortgagees / Freeholders / Lessors and Non-Invalidation

a. To extent that this **Policy** protects the interest of any freeholder, lessor, mortgagee or other secured lender, this insurance will not be invalidated by **Us** if the risk changes, as long as **You** notify **Us**. **We** will not be liable under this extension if such parties fail to notify **Us** as soon as reasonably practicable after they become aware of such act, omission or alteration or fail to pay any additional premium that may be due in respect of the increased risk;

b. **We** will not be liable under this extension in respect of the interest any freeholder, lessor, mortgagee or other secured lender unless their interest in the Insured property arises under a written contract agreed on arms-length commercial terms and any mortgagee or secured lender is authorised by the Financial Conduct **Authority**;

c. **We** will not be liable under this extension in respect of any interest of **You**, a **Business Partner**, director or **Employee**, or anyone associated with **You** or them;

d. This extension does not restrict or prevent **Us** from exercising any rights or remedies **We** may have against **You**.

14. Professional Fees

The **Sum Insured** by each item on **Buildings** and Contents, includes professional fees necessarily incurred in establishing the reinstatement costs of the **Damaged** property but not for preparing any claim.

15. Reinstatement of Sums Insured

The **Sums Insured** under this **Section** will not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** will, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

16. Removal of Debris

We will pay the costs and expenses incurred by **You** with **Our** consent in removing debris, dismantling and/or demolishing, propping or shoring up the **Damaged Buildings** and/or property Insured. **We** will not pay for any costs or expenses:

- a. incurred in removing debris except from the **Premises** and the area immediately adjacent to them;
- b. arising from pollution or contamination, of property not Insured by this **Section**;
- c. resulting from Fallen Property Removal and Removal of **Notifiable Asbestos** debris.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

17. Removal of **Notifiable Asbestos**

Debris In the event of **Damage** at **Your Premises** should **You** accidentally discover **Notifiable Asbestos**, the costs and expenses of removing or remediating **Notifiable Asbestos** debris.

The maximum **We** will pay is ten thousand pounds (GBP10,000) in **Aggregate**.

18. Temporary Removal

Contents Insured by this **Section** (other than Stock) is covered automatically for an amount of up to ten per cent (10%) of the Contents **Sum Insured** whilst temporarily removed (for a maximum of thirty (30) consecutive days) for cleaning, renovation, repair, exhibitions or similar purposes elsewhere within the **Territorial Limits** including whilst in transit.

19. Theft **Damage** to **Buildings**

The cost of repairing **Damage** by Theft or any attempt thereat, to **Buildings** at the **Premises** (whether or not **Buildings** are Insured under this **Section**) if **You** are responsible for the **Damage**.

20. Trace and Access

In the event of **Damage** at the **Premises** resulting from escape of water or oil, where Insured by this **Section**, **We** will pay costs necessarily incurred in locating the source of the **Damage** and subsequently making good.

We will not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**, or ten per cent (10%) of the **Sum Insured** by this **Section**, whichever is the lesser.

21. Underground Services

Damage for which **You** are legally liable, to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with public supply lines, mains and sewers.

We will not be liable for the first five hundred pounds (GBP500) of each and every claim.

The maximum **We** will pay is five thousand pounds (GBP5,000) in **Aggregate**.

Optional extension applicable to Section 1 - Property Damage

Contents anywhere in the world

If shown as operative in the **Schedule** the Contents Insured by this **Section** is extended to be covered whilst away from the **Premises** anywhere in the world including transit.

The maximum **We** will pay is the **Sum Insured** as stated in the **Schedule**.

Exclusions applicable to Section 1 - Property Damage

We will not be liable under this **Section** for:

- 1 **Damage** caused by or consisting of:
 - a. inherent vice, faulty design, defective materials, latent defect, gradual deterioration, **Wear** and tear;
 - b. faulty or defective workmanship, operational error or omission;
 - c. explosion caused by the bursting of a boiler (not being a boiler Used for domestic purposes only), economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under **Your** control;
 - d. nipple or joint leakage, failure of **Welds**, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith;
 - e. mechanical breakdown, electrical breakdown, derangement, burning out, short circuiting or overheating in respect of the particular machine in which such cause originates;
 - f. corrosion, rust, wet or dry rot, oxidisation, shrinkage, evaporation, leakage, spillage, loss of **Weight**, dampness, mould, mildew, contamination, fermentation, marring, scratching, vermin or insect, living creatures, pets or animals;
 - g. change in temperature, frost, colour, flavour, texture or finish or action of light, atmospheric or climatic conditions.

This exclusion will not exclude subsequent **Damage** resulting from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, storm, flood, escape of water, impact by any road vehicle.

2. **Damage** resulting from theft or any attempted theft:
 - a. which does not involve forcible and violent entry to or exit from any Building at the **Premises**;
 - b. from any Building at the **Premises** which cannot be secured and locked, unless agreed by **Us** in writing;
 - c. of property Insured in the open, unless agreed by **Us** in writing;
 - d. from any Building which is **Unoccupied**, unless agreed by **Us** in writing;
 - e. from persons which does not involve violence or threat of violence to **You**, or other persons.
3. **Damage** caused by:
 - a. A. subsidence, ground heave or landslip and which originated prior to the **Period of Insurance** of this **Policy**.
 - b. B. the normal settlement or bedding down of new structures;
 - c. C. the settlement or movement of made up ground;

- d. D. coastal or river erosion;
 - e. E. groundworks, excavation, demolition, construction, structural alteration or repair work undertaken at the **Premises**;
 - f. F. subsidence, ground heave or landslip to walls, gates, fences yards, car parks, roads, footpaths and forecourts unless a Building Insured by this **Section** is **Damaged** by the same cause at the same time.
4. **Damage** caused by:
- a. A. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error, acts of fraud or dishonesty;
 - b. B. electrical or magnetic fields, loss or erasure of electronic records.
5. **Damage** caused by wind, rain, hail, sleet, snow, flood or dust to movable property Insured in the open or within open-sided structures, fences and gates.
6. **Damage** resulting from:
- a. any process of production;
 - b. any process involving the application of heat;
 - c. any process of packing, treatment, testing, commissioning, cleaning, servicing, or repair; but this shall not exclude loss of or **Damage** to surrounding property not forming part of:
 - i. the same machine;
 - ii. the same process of production;
 - iii. the same process of packing, treatment, testing, commissioning, cleaning, servicing or repair;
 - iv. the same contract works.
7. **Damage**:
- a. caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation; or
 - b. caused by malicious persons or vandals (other than by fire or explosion); in any **Unoccupied** Building.
8. **Consequential Loss** of any kind except loss of **Rent** payable when such loss is Insured under this **Section**.
9. **Damage** to any of the following:
- a. any mechanically propelled vehicle, caravan, trailer, watercraft, aircraft and their contents, unless agreed by **Us** in writing;
 - b. Money as defined under **Section 3** (Money and Assault) of this **Policy**;
 - c. jewellery, furs, watches, precious stones, precious metals, bullion, curiosities, unless agreed by **Us** in writing;
 - d. automatic payment machines, vending machines, mechanical rides, display cases and their contents situated outside the Building at **Your Premises**, unless agreed by **Us** in writing.
10. any loss for which cover is provided (or, if not purchased, is capable of being provided) under **Sections 4** (Goods in Transit) or **5** (Deterioration of Stock) of this **Policy**.
11. any loss of market value beyond the cost of repair, reinstatement or replacement as determined by **Us**.

Conditions applicable to Section 1 - Property Damage

Excess applicable to **Section**

Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess**.

Section 2 – Business Interruption

Insuring Clause

We will pay **You** in accordance with the provisions of this **Section** for:

1. interruption to or interference with the **Business** as a result of **Damage** at the **Premises**; and
2. **You** being unable to trace or establish, in whole or in part, **Outstanding Debit Balances** due to **You**, as a result of **Your** books of account or other **Business** books or records at the **Premises** being subject to **Damage**.

Provided that:

- A. the **Damage** occurs during the **Period of Insurance**;
- B. the **Damage** is Insured under **Section 1** (Property **Damage**) or is Insured by any other insurance **Policy** which provides material **Damage** insurance for the **Premises** which **You** occupy;
- C. payment has been made or liability admitted under **Section 1** (Property **Damage**) or by the **Insurer** of any other insurance **Policy** covering **Your** interest in the property, or payment would have been made or liability admitted but for the operation of any **Excess**.
- D. **Our** maximum liability under this **Section** for all claims or series of claims, arising out of any one original cause, depending on basis of coverage selected and stated as operative in the **Schedule**, will be limited to:
 - i. The **Sum Insured** stated in each case for **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, **Additional Increased Cost of Working**, **Outstanding Debit Balances** and any other item Insured under this **Section** (in each case as stated in this **Policy** or **Schedule**) unless otherwise stated; or
 - ii. **Increased Cost of Working** (when solely Insured as a separate item in the **Schedule** without any other **Business** Interruption cover or Extensions 1 to 12 operative or where **You** have insured **Business** Interruption elsewhere). **Increased Cost of Working** under this item will be the additional expenditure necessarily and reasonably incurred with **Our** agreement for the sole purpose of avoiding or diminishing any interruption to or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

The maximum amount **We** will pay will not exceed fifty per cent (50%) of the Increased in cost of working **Sum Insured** during the first three (3) months of the **Indemnity Period** and then the balance of the **Sum Insured** in equal proportions for the remainder of the **Indemnity Period**. The underinsurance condition does not apply to this item.

For the purposes of this **Section**, all storm or flood **Damage** losses or occurrences happening within seventy-two (72) consecutive hours of a storm or flood commencing will be considered as a single claim.

Note

In relation to the **Rate of Gross Profit**, **Standard Turnover**, **Standard Gross Rentals** and **Standard Gross Revenue**, adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in **Turnover** or special circumstances affecting the **Business**, either before or after the **Damage**, which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as accurately as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

Definitions

The following definitions apply to this **Section** and will keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 2** Definition, the Definitions in **Section 2** will prevail.

| | |
|---|--|
| Additional Increased Cost of Working | The insurance in respect of additional increased cost of working provided for by Section 2.4 . |
| Customers' Accounts | Your accounts of all customers who are trading with You on a credit or hire purchase basis. |
| Estimated Gross Profit | The amount declared by You to Us as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months). |
| Estimated Gross Rentals | The amount declared by You to Us as representing not less than the Gross Rentals which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months). |
| Estimated Gross Revenue | The amount declared by You to Us as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months). |
| Gross Profit | <p>The amount by which:</p> <ol style="list-style-type: none">1. the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed;2. the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses. <p>For the purpose of this Definition, the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with Your Usual accounting methods, due provision being made for depreciation.</p> |
| Gross Rentals | The money paid or payable to You by tenants in respect of accommodation and services, provided at the Premises . |
| Gross Revenue | The money paid or payable to You for goods provided or services rendered in the course of the Business at the Premises . |
| Increase in Cost of Working | The increased cost of working defined in Section 2.1 B. , 2.2 B. and 2.3 B. , as applicable. |
| Indemnity Period | The period beginning with the occurrence of the Damage and ending when the results of the Business shall cease to be affected by the Damage but not exceeding the number of months stated in the Schedule as the maximum indemnity period. |
| Outstanding Debit Balances | <p>The total last amount recorded by You in compliance with the Monthly Records Condition applying to this Section, adjusted for:</p> <ol style="list-style-type: none">1. bad debts;2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage), to Customers' Accounts in the period between the date to which said last 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.

| | |
|-----------------------------------|--|
| Rate of Gross Profit | The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage |
| Standard Gross Rentals | The Gross Rentals during the period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period. |
| Standard Gross Revenue | The Gross Revenue during the period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period. |
| Standard Turnover | The money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises during the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period. |
| Turnover | The money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises . |
| Uninsured Working Expenses | The sum of: <ol style="list-style-type: none">1. purchases of stock, raw materials, consumables (net of discounts);2. bad debts;3. packaging carriage and freight; and4. discounts allowed. |

Basis of Cover

Section 2.1 Estimated Gross Profit (Operative only if stated in the schedule)

The insurance in respect of Estimated Gross Profit (applicable when shown in the **Schedule** as operative) is limited to loss of Gross Profit due to:

A. reduction in Turnover

and

B. Increase in Cost of Working, and the amount payable as indemnity under it will be:

- i. in respect of reduction in **Turnover**: the sum produced by applying the Rate of Gross Profit to the amount by which the **Turnover** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Turnover**; and
- ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the **Damage**, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction ~~thereby~~ avoided by it,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** (including any allowance made for depreciation) as may cease or be reduced as a result of the **Damage**.

Section 2.2 Estimated Gross Rentals

(Operative only if stated in the schedule)

The insurance in respect of **Estimated Gross Rentals** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Rentals** due to:

- A. loss of **Gross Rentals**

and

- B. **Increase in Cost of Working**, and the amount payable as indemnity under it will be:

- i. in respect of loss of **Gross Rentals**: the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**; and
- ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction ~~thereby~~ avoided by it,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Rentals** (including any allowance made for depreciation) as may cease or be reduced in consequence of the **Damage**.

Section 2.3 Estimated Gross Revenue

(Operative only if stated in the schedule)

The insurance in respect of **Estimated Gross Revenue** (applicable when shown in the **Schedule** as operative) is limited to loss of **Gross Revenue** due to:

- A. reduction in **Gross Revenue**

and

- B. Increase in **Cost of Working**, and the amount payable as indemnity under it will be:

- i. in respect of reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Revenue**; and
- ii. in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction ~~thereby~~ avoided by it,

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** (including any allowance made for depreciation) as may cease or be reduced as a result of the **Damage**.

Section 2.4 Additional Increased Cost of Working

(Operative only if stated in the schedule)

The insurance in respect of additional increased cost of working is limited to the reasonable costs agreed by **Us** in writing in order to maintain the **Business** and to avoid or diminish any reduction in **Turnover, Gross Rentals** or **Gross Revenue** consequent upon **Damage** which:

- A. is necessarily and reasonably incurred during the **Indemnity Period**;
- and
- B. exceeds the amount recoverable in respect of Increase in **Cost of Working** stated under:
 - i. **Estimated Gross Profit**; or
 - ii. **Estimated Gross Rentals**; or
 - iii. **Estimated Gross Revenue**, depending on the basis of cover of operative under this **Section**.

Section 2.5 Outstanding Debit Balances

The insurance in respect of **Outstanding Debit Balances** (applicable when shown in the **Schedule** as operative) is limited to loss sustained by **You** directly due to the **Damage** to accounting records and the total amount payable will not exceed:

- A. the difference between:
 - i. any **Outstanding Debit Balances**; and
 - ii. the total of the amounts received or traced in respect of them;
- B. the additional expenditure incurred with **Our** prior consent in tracing and establishing customers' debit balances after the **Damage**.
Provided that:
 - i. if the **Sum Insured** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced; and
 - ii. **You** must keep **Your** books of account or other **Business** books or records in which **Customers' Accounts** are recorded in fire resistant cabinets or safes when not in use.

Section 2.6 Professional Accountants Charges

Where insurance is arranged under this **Section** on **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue** or **Additional Increased Cost of Working** (when shown as a separate item in the **Schedule** if operative) or **Outstanding Debit Balances** (when shown as a separate item in the **Schedule** if operative), **We** will also pay to **You** (within the **Sum Insured** for whichever is applicable) the reasonable charges payable by **You** to **Your** professional accountants for producing any information, particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us**, and for producing any report which may be required by **Us**, in respect of a claim.

Extensions applicable to Section 2 - Business Interruption (Operative only if stated in the schedule)

The insurance coverage provided by this **Section** is extended to include loss due to interruption to or interference with the **Business** as a result of Extensions 1 to 11 below commencing during the **Period of Insurance**, which in each case will be deemed to be loss resulting from **Damage** at the **Premises** for the purposes of the **Business**.

In respect of Extensions 1 to 11:

- A. **Our** liability will not exceed twenty-five thousand pounds (GBP25,000) in total for each of Extensions 1,2,3,4,6,7,8,9,10,11 The most **We** will pay for each individual claim under **Section 5** is five thousand pounds (GBP 5,000) subject to an overall total of one hundred thousand pounds (GBP 100,000) for all Extensions during the **Period of Insurance**.
- B. For the purpose of these Extensions, the **Indemnity Period** will commence from the occurrence of **Damage** which results in loss of use, or the restriction of access to, or use of the **Premises** in full or in part and ending when the results of the **Business** shall cease to be affected by such loss of Use, or the restriction of access to, or Use of the **Premises** in full or in part, but not exceeding the maximum **Indemnity Period** being the number of months stated in the **Schedule**.

1 Contract Sites

Damage at any contract site in the **Territorial Limits**, where **You** are carrying out a contract, if the **Damage** would have been insured under this insurance had such property been insured by this **Policy** and which results in a loss under this **Section**.

2 Denial of Access

Damage within one mile of the **Premises** preventing access to or use of such **Premises**, if such **Damage** would have been insured under this insurance had the property been Insured by this **Policy**, whether the **Premises** or **Your** property therein will be subject to **Damage** or not, but excluding the property of any utility supply undertaking from which **You** obtain electricity, gas, water or telecommunications services.

3 Exhibition Expenses

The irrecoverable expenses **You** have incurred in respect of any trade exhibition in the **Territorial Limits** following **Damage** to **Your** property for Use in connection with any trade exhibition, whilst at the **Premises** or whilst in transit between the **Premises** and any trade exhibition, in each case if such **Damage** would have been Insured hereunder had such property been Insured under this insurance.

Under this Extension **We** will only pay:

- A. in the event of the exhibition not being held (or **You** being unable to exhibit at all) in consequence of the **Damage**, the irrecoverable expenses that **You** have paid or are liable to pay, in respect of the exhibition;
- B. if the exhibition does not operate (or **You** are unable to exhibit) for the intended period in consequence of the **Damage**, the amount payable shall be the loss calculated in accordance with provision A. above, adjusted for the period that **You** could not exhibit;
- C. if the venue of any trade exhibition is a permanent building or structure and is not entirely an outdoor event or under tent or canvas cover.

All other loss in respect of **Gross Profit** or **Gross Rentals** or **Gross Revenue** is excluded from this Extension.

4 Failure of Utility Supply

Damage at the **Premises** or to the property of **Your** utility supplier supplying **You** with electricity, gas, telecommunications or water, causing the accidental failure of the supply into **Your Premises**, if the **Damage** at the utility supplier's **Premises** or of its property would have been insured under this insurance had the utility supplier's premises or property been insured by this **Policy**.

We will not pay **You** in respect of accidental failure:

- A. caused by the deliberate act of any utility supplier;
- B. caused by the exercise of any utility supplier's power to withdraw or restrict supply or services;
- C. caused by industrial action;
- D. caused by drought or other weather conditions;
- E. lasting less than four (4) consecutive hours in respect of electricity and gas supplies;
- F. lasting less than four (4) consecutive hours in respect of water supplies;
- G. lasting less than twenty four (24) consecutive hours in respect of telecommunications;
- H. caused by any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life;
- I. caused by temporary interference with transmissions to and from satellites due to atmospheric, weather, solar or lunar conditions.

5 Murder or Suicide, Food or Drink or Poisoning

- A. the discovery of vermin or pests at the **Premises** which cause restrictions on the use of the **Premises** on the order or advice of the competent local **Authority**;
- B. any accident-causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the Use of the **Premises** on the order or advice of the competent local authority;
- C. any occurrence of murder or suicide at the **Premises**.

We shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property but despite anything to the contrary within this **Policy** the insurance by this clause extends to include costs and expenses necessarily incurred with **Our** consent in:

- i. cleaning and decontamination of property Used by **You** for the purpose of the **Business** (other than stock in trade);
- ii. removal and disposal of contaminated stock in trade at or from the **Premises**, use of which has been restricted on the order or advice of the competent local authority in consequence of the situations defined in Extension 7 A. to F. above, after the application of all other terms and conditions of this **Policy**.

6 Property in Transit

Damage to **Your** property whilst in transit in the **Territorial Limits**, if the **Damage** would have been insured under this insurance had the property been insured by **Section 4** (Goods in Transit) of this **Policy** and which results in a loss under this **Section**.

7 Storage Sites (Non Owned or Occupied)

Damage at any **Premises** in the **Territorial Limits**, not owned or occupied by **You**, where **Your** property is stored, if the **Damage** would have been insured under this insurance had the property been insured by this **Policy** and which results in a loss under this **Section**.

8 Unspecified Customers

Damage at the **Premises** of any of **Your Customers** in the **Territorial Limits**, if the **Damage** would have been insured under this insurance had the property been Insured by this **Policy**.

Definition applying to this extension

For the purposes of this extension the term “**Customers**” means those companies, organisations or individuals, with whom, at the time of the **Damage**, **You** have contracts or trading relationships, to supply goods or services.

9 Unspecified Suppliers

Damage at the **Premises** of **Your** direct suppliers, or of manufacturers or processors of components, goods or materials upon which **Your Business** relies, (but excluding the **Premises** of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services), all in the **Territorial Limits**, if the **Damage** would have been insured under this insurance had the property been insured by this **Policy**.

10 Specified Suppliers

Damage of the type insured by this **Policy** to property at the premises of **Your** suppliers as stated in the **Schedule**.

11 Specified Customers

Damage of the type insured by this **Policy** to property at the premises of **Your** customers as stated in the **Schedule**.

Exclusions applicable to Section 2 - Business Interruption

We will not be liable under this **Section** for:

1. interruption to or interference with the **Business** which is not resulting from **Damage** covered by **Section 1** (Property **Damage**) or by any other insurance **Policy** covering **Your** or the owners interest in the property **Damaged**;
2. **Consequential Loss** other than as provided for in **Section 2.1** to **Section 2.6** inclusive and any applicable extensions;
3. **Damage** if the **Business** is:
 - A. wound up or carried on by a liquidator or receiver; or
 - B. is permanently discontinued, without **Our** written agreement;
4. any loss indemnified under **Section 1** (Property **Damage**) of this **Policy**;
5. loss for which more specific cover is provided under any extensions to this **Section**.

Conditions applicable to Section 2 - Business Interruption

1. Accumulated Stocks

In adjusting any loss, account will be taken and an equitable allowance made if any shortage in Turnover (where applicable) due to the **Damage**, is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods, at the **Premises** or elsewhere.

2. Alternative Trading

If, during the **Indemnity Period**, goods are sold or services shall be 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 the sales or services will be brought into account in arriving at the **Turnover** (where applicable) during the **Indemnity Period**.

3. Departmental

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of items i and ii. of the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, when insured under this **Section**, will apply separately to each department affected by the **Damage**.

4. Excess applicable to Section 2

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

5. Fines, Damages and Liabilities Exclusion

We shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by **You**.

6. Monthly Records

(Applicable to Outstanding Debit Balances)

You will, at the end of each month, record the total amount of debit balances outstanding as set out in **Customers' Accounts** at that date and the record will be kept at a place other than **Your Premises**. If the recorded amount exceeds the **Sum Insured** applicable at the date of the record then, for the purposes of this clause and **Section 2.5 A.i.** only, **You s** will be deemed to have recorded the **Sum Insured**.

7. Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if desired and **We** agree that it is appropriate.

8. Premium Adjustment Clause

(applicable to **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**)

The first and annual premiums in respect of **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, whichever is applicable, are provisional and are based on estimates originally provided.

You will provide **Us**, not later than six months after the expiry of each **Period of Insurance**, a declaration confirmed by **Your** accountants or auditors of the **Gross Profit** or **Gross Rentals** or **Gross Revenue**, whichever is applicable, earned during the financial year most nearly concurrent with such **Period of Insurance**.

If any **Damage** has occurred giving rise to a claim for loss of **Gross Profit** or **Gross Rentals** or **Gross Revenue**, the above-mentioned declaration shall be increased by **Us** for the purpose of premium adjustment, by the amount by which the **Gross Profit**, **Gross Rentals** or **Gross Revenue**, was reduced during the financial year solely as a result of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Indemnity Period** exceeds twelve (12) months):

- A. is less than the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, whichever is applicable, for the relative **Period of Insurance**, **We** will allow a pro rata return of the premium paid but this will not exceed one half of the premium or ~~subject to~~ any applicable minimum premium specified in the **Schedule**; or
- B. is greater than the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**, whichever is applicable, for the relative **Period of Insurance**, a pro rata addition to the premium paid will be immediately payable by **You** to **Us**.

9 Professional Accountants

We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us**, under the Claims Procedure and Conditions applicable to Section 2, and for reporting that such information is in accordance with **Your** accounts, but not for any other purposes in the preparation of any claim. Provided that the amount payable under this clause and the amount otherwise payable under the **Policy** does not exceed the **Sum Insured**.

10 Reinstatement of Sums Insured

The **Sums Insured** under this **Section** will not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** shall, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

11 Renewal Clause

(applicable to **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated Gross Revenue**) **You** will, prior to each renewal of the **Policy**, provide **Us** with the **Estimated Gross Profit** or **Estimated Gross Rentals** or **Estimated**

Gross Revenue, whichever is applicable, for the financial year most nearly concurrent with the ensuing **Period of Insurance**, or a proportionately increased multiple of it where the **Maximum Indemnity Period** exceeds twelve (12) months.

12 Uninsured Fixed Costs

(applicable to **Estimated Gross Profit**) If any of the fixed costs of the **Business** are not Insured by this **Section** (having been deducted by the **Insured** when providing **Us Estimated Gross Profit** as defined), then in calculating the amount recoverable hereunder as Increased in **Cost of Working**, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured fixed costs.

13 Value Added Tax

If **You** are accountable to the tax authorities for Value Added Tax, all terms of this **Section** shall be exclusive of such tax

Section 3 – Money and Assault

Insuring Clause

- 1 Loss of Money We will pay You in respect of loss of Money arising from any of the Events occurring within the Territorial Limits during the Period of Insurance.

Our maximum liability will not exceed the applicable Benefits or Sums Insured as stated in this Policy or Schedule.

- 2 Assault

In the event of Injury to any Insured Person sustained as a result of:

- A. robbery or attempted robbery,
- B. hold-up or attempted hold-up;

whilst engaged in their usual occupation in the **Business**, which within twenty four (24) months causes any of the following Items in the Table of Benefits. **We** will pay the Benefits shown:

Table of Benefits

| Item | Maximum Benefit per insured person |
|--|------------------------------------|
| 1. Death (which shall not be presumed by the disappearance of the Insured Person) | GBP10,000 |
| 2. Loss of Limbs or Sight | GBP10,000 |
| 3. Permanent Total Disablement | GBP10,000 |
| 4. Temporary Total Disablement | GBP50 per Week |
| 5. Temporary Partial Disablement | GBP25 per Week |
| 6. Medical Expenses | GBP1,000 |

to the **Insured Person** or their legal representative.

Table of Benefit Limitations

- 1 No further benefit will be payable to the same Insured Person after payment of any benefit for Injury under items 2 or 3 above.
- 2 Benefit under item 3 will not be payable before one hundred and four (104) **Weeks** from the date of Injury or following a payment of benefit under item 2.
- 3 Any benefit paid under item 4 will be deducted from any benefit thereafter becoming payable under items 1, 2 or 3.
- 4 Benefit under items 4 or 5 or any combination thereof:
 - a. is payable for a maximum of one hundred and four (104) **Weeks** from the date of commencement of the first of these to occur; and
 - b. will be payable when the total amount has been agreed by **Us** or at **Your** request at intervals of not less than four (4) **Weeks** (but not in advance) commencing four (4)

Weeks after receipt by **Us** of written notice of the Injury for which the benefit is to be paid by **Us**.

Our maximum liability shall not exceed the amounts stated in the Table of Benefits.

Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 3** Definition, the Definitions in **Section 3** shall prevail.

| | |
|----------------|--|
| Money | Cash and currency notes, uncrossed and crossed cheques, girocheques, postal orders or money orders, unused current postage stamps, mobile phone vouchers or cards, gift tokens, consumer redemption vouchers, other vouchers or cards with monetary value, travel tickets, validated lottery tickets, scratch cards, gaming machine tokens, bankers' drafts, unexpired units in franking machines, national savings certificates, premium bonds, credit and debit card sales vouchers and value added tax purchase invoices, all belonging to You or for which You are responsible, in connection with the Business . |
| Events | <p>Loss of Money:</p> <ol style="list-style-type: none"> 1 In transit in the custody of an Insured Person up to a Sum Insured of two thousand five hundred pounds (GBP2,500) unless otherwise stated in the Schedule; 2 in a bank night safe up to a Sum Insured of five thousand pounds (GBP5,000) unless otherwise stated in the Schedule; 3 in the Premises during Business Hours up to a Sum Insured of two thousand five hundred pounds (GBP2,500) unless otherwise stated in the Schedule; 4 in a locked safe in an enclosed building in the Business portion of the Premises outside Business Hours up to a Sum Insured of five thousand pounds (GBP5,000) unless otherwise stated in the Schedule; 5 not in a locked safe, in an enclosed building at the Premises outside Business Hours up to a Sum Insured of five hundred pounds (GBP500) unless otherwise stated in the Schedule; 6 in the custody of a security company operating to British Standard - BS7872 and having a written contract with You, for a maximum period of twenty four (24) hours up to a Sum Insured of twelve thousand five hundred pounds (GBP12,500) unless otherwise stated in the Schedule; 7 in the private dwelling of Yours, a Business Partner, director or Employee if authorised by You up to a Sum Insured of five hundred pounds (GBP500) unless otherwise stated in the Schedule |
| Injury | Bodily Injury caused directly by violent and visible means occurring during theft or attempted theft of Money or Personal Possessions from any Event during Business Hours . |
| Insured Person | You, Business Partner, director or Employee |
| Loss of Limbs | Physical separation of one or more hands or feet or permanent and total loss of Use of one or more hands or feet |
| Loss of Sight | Total and irrecoverable loss of sight in one or both eyes. |

| | |
|-------------------------------|--|
| Permanent Total Disablement | A disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to their Usual occupation, not being disablement following Loss of Limbs or Loss of Sight . |
| Temporary Total Disablement | A disablement which temporarily prevents the Insured Person from continuously attending to their Usual occupation. |
| Temporary Partial Disablement | A disablement which prevents the Insured Person from engaging in or giving attention to a substantial part of their Usual occupation. |
| Medical Expenses | The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges. |

Extensions applicable to Section 3 - Money and Assault

The insurance coverage provided by this **Section** is extended to include the following:

1. **Damage to:**
 - A. any safe, strongroom or franking machine for which **You** are responsible;
 - B. any container or waistcoat, whilst being used for carrying **Money**;
 - C. clothing, **Personal Possessions** and **Money**, belonging to **Insured Persons**, in the course of any Injury, up to an amount not exceeding one thousand two hundred and fifty pounds (GBP1,250) for any one **Insured Person**.
2. Any amount for which **You** become liable under the terms of any bank charge, credit, debit or cash card, issued to the **Business** following fraudulent use by any unauthorised person. For this extension to apply **You** must report the loss to the issuing company immediately and to the police within twenty four (24) hours of discovering the loss and have complied with the terms of issue of the card. **Our** maximum liability shall not exceed five hundred pounds (GBP500) for any one claim.

Exclusions applicable to Section 3 - Money and Assault

We will not be liable under this **Section** for:

- 1 fraud or dishonesty of any of **Your Business Partners**, directors or **Employees**, if not discovered and reported to **Us** within fourteen (14) working days of the Event;
- 2 loss from a vehicle which is left **Unattended**;
- 3 use of any payment method which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason;
- 4 forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer;
- 5 occurring outside the **Territorial Limits**;
- 6 clerical or accounting errors, errors and omissions;
- 7 **Consequential Loss** of any kind.

We will not be liable in respect of any claim arising out of, consequent upon or contributed to by:

- A. intentional self-injury, provoked assault, or wilful exposure to peril (except in an attempt to save human life);
- B. any pre-existing physical or mental condition.

Conditions applicable to Section 3 - Money and Assault

1. Documentation Evidence

All certificates, information and evidence required by **Us**, will be provided at **Your** expense and will be in the format **We** require.

2. Excess applicable to Section 3

Before **We** cover **You** under this **Section** in respect of loss of **Money**, **You** will be responsible for the **Excess** of fifty pounds (GBP50).

3. Medical Evidence

In the event of disablement of an **Insured Person**, the **Insured Person** must be under the care of a qualified medical practitioner and, as often as required, submit to medical examination at **Our** expense.

4. Money in Transit Limits and Escort Requirements

Money in transit must be accompanied at all times as follows:

- A. Up to and including GBP2,500 – minimum of one (1) **Insured Person**;
- B. Over GBP2,500 up to and including GBP7,500 – minimum of two (2) **Insured Persons**;
- C. Over GBP7,500 up to and including GBP12,500 – minimum of three (3) **Insured Persons**;
- D. Over GBP12,500 - security company operating to British Standard – BS7872 and having a written contract with **You**.

5. Post Mortem Examination

In the event of death of an **Insured Person**, **We** will be entitled to have a post-mortem completed at **Our** expense.

6. Reinstatement of Sums Insured

The Sums Insured under this **Section** will not be reduced by the amount of any loss, unless **We** advise **You** in writing to the contrary. **You** will, if required, pay an appropriate additional premium from the date of loss to the expiry date of the **Period of Insurance** as stated in the **Schedule**.

7. Security Precautions

You must ensure that:

- A. After **Business Hours** all cash tills have their drawers left open with all contents other than small change removed elsewhere.
 - B. A complete record of all Money Used in connection with the **Business** on the **Premises** is kept in a secure place other than in any safe or other receptacle containing the **Money**.
 - C. Safe keys are removed from the **Premises** outside **Business Hours** or kept with **Your Business Partner** director or **Employee**.
 - D. Details of the safes Used for containing **Money** are lodged with **Us**.
-

Section 4 – Goods In Transit

Insuring Clause

We will pay **You** up to the **Sum Insured** as stated in the **Schedule** for **Damage** to goods whilst in Transit within the **Territorial Limits** during the **Period of Insurance**. **We** will at **Our** option, replace or repair such goods.

For the purposes of the **Sum Insured** under this **Section** all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single loss, claim and occurrence.

Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 4** Definition, the Definitions in **Section 4** shall prevail.

| | |
|----------------|--|
| Transit | Whilst the goods are being loaded upon, carried by motor vehicles, articulated vehicles and trailers owned or operated by You and temporarily housed upon or being unloaded from the vehicle and concluding when the goods have either been placed at the Premises or receipt acknowledged by the consignee. |
|----------------|--|

Extensions applicable to Section 4 - Goods in Transit

The insurance cover provided by this **Section** is extended to include the following when **We** have admitted liability under this **Section**:

1. Debris Removal Costs

The additional costs necessarily incurred in removing debris, consequent upon **Damage** to the goods in **Transit**. The maximum **We** will pay is two thousand pounds (GBP2,000) for any one claim.

2. Personal Possessions

Damage to **Personal Possessions** belonging to any driver whilst carried in any vehicle which is conveying goods in **Transit**, up to an amount not exceeding five hundred pounds (GBP500) any one occurrence. **Excess** fifty pounds (GBP50) for each and every claim.

3. Reloading Costs

The additional costs incurred in:

- A. reloading goods which have fallen from **Your** vehicle involved in a road traffic accident;
- B. re-securing such goods where there is a dangerous movement of the load following a road traffic accident.

The maximum **We** will pay is five thousand pounds (GBP5,000) for any one claim.

4. Sheets and Ropes

Sheets, ropes, packing materials, belonging to **You**, whilst being carried on the vehicle. The maximum **We** will pay is one thousand pounds (GBP1,000) for any one claim.

Exclusions applicable to Section 4 - Goods in Transit

1 We will not be liable under this **Section** for:

- 1 living creatures or pets;
- 2 electrical or magnetic fields, loss or erasure of electronic records;
- 3 mechanical and/or electrical derangement or breakdown;
- 4 any refrigerated stock for which the 'Use by' or 'sell by date' of the refrigerated stock has already passed at the date of loss;
- 5 **Consequential Loss** of any kind;
- 6 money and other negotiable instruments of every description, securities, deeds, bonds, bills of exchange, promissory notes;
- 7 jewellery, precious stones, precious metals, antiques, works of art, rare books, deeds, documents, manuscripts, business books, bullion, furs;
- 8 **Your** plant, machinery and tools;
- 9 goods carried by **You** for hire or reward;
- 10 any legal liability of whatsoever nature.

2 We will not be liable for **Damage** to any goods in **Transit** arising out of or attributable to:

- 1 **Wear** and tear, gradual deterioration, contamination, mildew, damp, insect or vermin;
- 2 rust, corrosion, oxidisation or discolouration or marring;
- 3 inherent vice, latent defect, action of light or atmospheric or climatic conditions;
- 4 spillage, leakage, evaporation, loss of **Weight** or shrinkage, the transportation of illegal substances or illegal immigrants;
- 5 breakdown of refrigeration and/or insufficient insulation, unless caused by any vehicle being directly involved in an accident;
- 6 defective or inadequate packing or insufficient addressing;
- 7 delay, confiscation, requisition, embargo or nationalisation, by or by order of the government or any public **Authority**;
- 8 theft or attempted theft of goods from in or on soft topped, open topped, opensided or curtain sided vehicles, unless the conveying vehicle is stolen at the same time;
- 9 dangerous goods as classified and regulated by The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009. This Exclusion shall not apply to small load exemptions for dangerous goods permitted by such regulations if all requirements applicable to such exemptions are complied with by **You**.

Conditions applicable to Section 4 - Goods in Transit

1 Excess applicable to Section 4

Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess**

2 State of Repair

Throughout the **Period of Insurance** **You** must keep **Your** vehicles in a good state of repair and in a roadworthy condition and must keep security locks and alarms in a working condition

Section 5 – Deterioration of Stock

Insuring Clause

We will pay for contamination, deterioration or putrefaction of stock whilst contained in the cold chamber of a refrigerated unit in the **Premises** during the **Period of Insurance** up to the **Sum Insured** as stated in the **Schedule** caused by:

A change in unit temperature as a result of:

- 1 the breaking, distortion or burning out of any part of the unit, unit wiring or supply cable to the unit including the plug and fuse caused by mechanical or electrical defects in the unit while being Used under normal working conditions; or
- 2 the failure of the temperature controls to operate correctly; or
- 3 accidental failure of the electricity supply; or
- 4 accidental leakage of refrigerant gasses or refrigerant fumes from the unit.

Extension applicable to Section 5 - Deterioration of Stock

The insurance coverage provided by this **Section** is extended to reimburse **You**:

- 1 for the cost of removal and disposal of contaminated stock; and
- 2 the decontamination and cleaning of the unit,

provided **We** have agreed to pay **You** a claim for any loss caused by 1 to 4 under this **Section**.

The maximum **We** will pay is two thousand five hundred pounds (GBP2,500) for any one claim and in total for any one **Period of Insurance**.

Exclusions applicable to Section 5 - Deterioration of Stock

We will not be liable under this **Section** for:

- 1 loss caused by **Wear**, tear and gradual deterioration or gradually developing flaws or defects in the unit;
- 2 loss caused by failure to correctly set any temperature controls;
- 3 loss caused by any refrigeration unit which is more than ten (10) years old;
- 4 at the date of loss any refrigerated stock for which the 'Use by' or 'sell by date' of the refrigerated stock has passed;
- 5 loss caused by failure of the public supply of electricity which does not exceed sixty (60) consecutive minutes;
- 6 loss caused by any deliberate act of the electricity supplier, including the exercise of its power to withhold or restrict supply;
- 7 loss caused by **Your** wilful neglect;
- 8 **Damage** to the unit;
- 9 **Damage** to stock not contained in the cold chamber of the refrigerated unit;
- 10 loss caused by the transmission or impact of any virus;
- 11 any loss for which cover is provided (or, if not purchased, is capable of being provided) under **Section 4** (Goods in Transit) of this **Policy**.

Conditions applicable to Section 5 - Deterioration of Stock

1 Excess applicable to Section 5

Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess**.

2 Maintenance

Upon the expiry of any guarantee period, **You** must arrange and keep in force throughout the **Period of Insurance** a maintenance contract on refrigeration units

Section 6 – Loss of Licence

Insuring Clause

In the event of the licence for the sale of excisable liquors and any other purposes for which the licence was issued in respect of the **Business** carried out at the **Premises** being forfeited, suspended or withdrawn (including any refusal to renew) by the applicable licensing **Authority** during the **Period of Insurance**, **We** will pay up to **Our** maximum Limit of Liability as stated in this **Policy** or **Schedule** for:

- 1 The loss of Gross Income, subject to adjustment, in accordance with the following:
 - A. the amount by which the Gross Income during the Indemnity Period shall fall short of the Gross Income during the equivalent period immediately before the forfeiture, suspension or withdrawal of the licence;
 - B. by paying any additional expenses incurred in maintaining the Gross Income during the Indemnity Period, but not more than the loss avoided under A.;
 - C. less any amount saved during the Indemnity Period in respect of reduced expenses due to the forfeiture, suspension or withdrawal.
- 2 Charges payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your Business** books or such other proofs information or evidence as **We** may require.
- 3 The reduction in value in the **Premises** if **You** are unable to obtain a licence for a period of twelve (12) months from the date of forfeiture, suspension or withdrawal of the licence and **You** sell the **Premises**, if the sale commences within the Indemnity Period.
- 4 Up to five thousand pounds (GBP5,000) costs and expenses incurred by **You** with **Our** prior written consent for the sale of the **Premises**, if the sale commences within the Indemnity Period.

Our maximum liability will not exceed one hundred thousand pounds (GBP100,000) plus up to five thousand pounds (GBP5,000) for professional accountants charges any one claim and in total.

Adjustment

In adjusting the amount paid all variations or special circumstances affecting the **Business** will be taken into account in order that the amount paid will represent as nearly as practicable the results which would have been expected if forfeiture, suspension or withdrawal of the licence had not occurred. If the event occurs in the first trading year the payment under 1, adjustment will be based on the trading figures immediately before the forfeiture, suspension or withdrawal of the licence.

Definitions

The following definitions apply to this **Section** and will keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 6** Definition, the Definitions in **Section 6** shall prevail.

| | |
|-------------------------|---|
| Gross Income | The money paid or payable to You in respect of food, drink, accommodation and services less the cost of food, drink and other variable expenses. |
| Indemnity Period | The period beginning with the loss of licence and ending not later than twelve (12) months thereafter during which the results of the Business shall be affected in consequence of the loss of licence. Should the Business be disposed of within twelve (12) months of the loss of licence, this disposal date shall terminate the period. |

Exclusions applicable to Section 6 - Loss of Licence

We will not be liable under this **Section** if:

- 1 **You** are entitled to obtain payment of compensation under any legislation or bye-law in respect of the forfeiture, suspension or withdrawal of the licence;
- 2 alterations to the **Premises** requiring the consent of the licensing or other **Authority** were, or are, made without that consent;
- 3 the **Premises** where the **Business** is conducted is closed for any period not required by law;
- 4 the **Premises** are not maintained in a good state of sanitary condition or repair;
- 5 any direction or requirement of the licensing or other **Authority** is not complied with;
- 6 the forfeiture, suspension or withdrawal of the licence is caused wholly or partly as a result of **Your** misconduct or by **You** not taking all steps necessary to keep the licence in force;
- 7 forfeiture, suspension or withdrawal resulting from any alteration of planning **Policy** or the law affecting the grant, surrender, forfeiture, suspension or withdrawal of licences.

Exclusions 2. to 6. inclusive will not apply where **You** or any other claimant under this **Section** proves to **Our** satisfaction that the matter was completely beyond **Your** power or control.

Conditions applicable to Section 6 - Loss of Licence

1 Alternative Trading

If, as a result of forfeiture, suspension or withdrawal of the licence, food, drink or accommodation shall be supplied or services rendered during the Indemnity Period elsewhere than **Your 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 food, drink, accommodation or services shall be brought into account in arriving at the reduction in Gross Income during the Indemnity Period.

2 Licence Alteration

You will on becoming aware of any:

- A. death, bankruptcy, incapacity, desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the tenant, manager, occupier or licence holder;
- B. complaint against the **Business** or its control;
- C. change in the tenancy or management;
- D. transfer or proposed transfer of the licence;
- E. alteration in the purpose for which the **Premises** is Used;
- F. objection to renewal or other circumstances which may endanger the licence or its renewal;

give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days.

3 Value Added Tax

If **You** are accountable to the tax authorities for Value Added Tax all terms in this **Section** will be exclusive of such tax.

General Exclusions – applicable to all Sections

The following Exclusions apply to all **Policy Sections** and will keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as Exclusions of cover and do not extend the cover provided by this **Policy** in any way. General Exclusions operate in addition to the **Section** Exclusions unless stated expressly not to apply.

1 **Asbestos Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising from or contributed to by:

- A. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, **Products** or materials containing **Asbestos**;
- B. inhalation or ingestion of **Asbestos**;
- C. exposure to or fear of the consequences of exposure to **Asbestos**;
- D. the presence of **Asbestos** in any property or **Buildings** or on land;
- E. investigating managing removing controlling or remediation of **Asbestos**.

However, if an Insured building or structure has **Asbestos** physically incorporated within it, **We** will cover **Damage** to the whole or any part of that building or structure including the **Asbestos**, if caused by fire, lightning, explosion, aircraft, earthquake or underground fire.

2 **Biological or Chemical Materials Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising from, relating to or contributed to by the actual or threatened malicious Use of pathogenic or poisonous biological or chemical materials

3 **Building Works**

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works** at the **Premises**.

4 **Confiscation Requisition Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public **Authority**.

5 **Cyber Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising from:

- A. any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any computer system Used in connection with **Your Business**;
- B. the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your** computer system;
- C. the denial of access or Use by **You** or any authorised party to **Your** computer system;
- D. the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party; **Sections**

- E. the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- F. actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- G. defamation, libel, slander or malicious falsehood;
- H. any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- I. the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.

6 Industries Gradual Seepage, Pollution and Contamination Exclusion

This **Policy** does not cover loss or legal liability arising from:

- A. **Bodily Injury** or **Damage** to, or loss of Use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **Bodily Injury** or **Damage** to or destruction of tangible property, or loss of use of such property **Damaged** or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- B. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- C. Fines, penalties, punitive or exemplary **Damages** associated with A. or B. above.

For the purpose of this Exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

7 Insolvency Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of or contributed to by **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

8 Material Change of Insured Risks

This **Policy** does not cover **Damage**, loss or legal liability arising from or connected to a material change to **You**, **Your Business** or the risks Insured, as compared to the situation which applied at the inception of this **Policy**, unless covered by an express extension or **Endorsement** to the **Policy**

9 Micro-Organism Exclusion

This **Policy** does not cover **Damage**, loss or legal liability arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including,

but not limited to, any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless of whether there is:

- A. **Damage;**
- B. any loss of Use occupancy or functionality;
- C. any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

10 **North America Domiciled and Jurisdiction Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America**.

11 **Nuclear Energy Risks**

We will not pay any claim in respect of Nuclear Energy Risks regardless of whether they are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, 'Nuclear Energy Risks' shall be defined as all first party and or third party insurance in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

12 **Offshore Installations Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability arising out of **Offshore** installations as defined in the Health and Safety at Work etc. Act 1974 and the **Offshore** Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

12 **Other Insurance**

This **Policy** does not cover **Damage**, loss or legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

13 **Punitive and Exemplary Damages Exclusion**

This **Policy** does not cover the payment of, or any legal liability for the payment of, fines, penalties, liquidated **Damages**, punitive, aggravated or exemplary **Damages**.

14 **Radioactive Contamination Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability resulting or arising from:

- A. ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

15 **Terrorism Exclusion**

The **Policy** does not cover **Damage**, loss, or legal liability for loss, **Damage**, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the Use of force or violence and/or the threat thereof, 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 influence any government and/or to put the public, or any **Section** of the public, in fear.

We also exclude loss, **Damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this Exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

16 **War Exclusion**

This **Policy** does not cover **Damage**, loss or legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power

17 **Infectious or Contagious Disease Exclusion**

This **Policy** does not cover any loss, liability, cost or expense caused directly or indirectly by, or resulting from any one or more of the following, whether or not acting in any sequence with any other cause:

- a) infectious or contagious disease, epidemic or pandemic;
- b) Any fear or threat of a) above; or
- c) Any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

General Conditions – applicable to all Sections

1 Access

You will allow **Us** access at reasonable times to examine any **Property** insured.

2 Change of Risk or Interest

This **Policy** shall cease to be in force if: A. **Your** interest in the **Business** ends, other than by death; B. the **Business** is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless **We** otherwise agree in writing.

3 Compliance

To the extent that this **Policy** requires anything to be done or complied with by **You**, **You** shall provide such proof of compliance as **We** may require at **Your** expense.

Without limiting any of **Our** other rights, in the event that **You** breach any term or condition in **Your Policy**, **We** may reject or reduce claims to the extent that **Our** liability under this **Policy** has been incurred or increased by reason of the breach.

4 Contracts (Rights of Third Parties) Act 1999

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

5 Cross Liability

If more than one party is named as the **Insured**, **We** will treat each party as if a separate **Policy** had been issued to each Insured provided that **Our** liability to all parties indemnified shall not exceed the total **Limit of Indemnity** or **Sum Insured** as stated in the **Schedule**.

6 Inspection and Audit

We will be permitted to inspect the **Premises** and the means of storing or recording **Your** books and records and to examine and audit **Your** books and records at any time during the **Period of Insurance**, any extension of the **Period of Insurance** and within three (3) years after the final termination of this **Policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

7 Law and Jurisdiction

This **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

8 Minimum Security Measures

It is a requirement of this **Policy** that the following minimum security measures are in place at **Your Premises** and put into effective operation when left **Unattended** unless otherwise endorsed or stated in **Your Schedule**.

1. The external doors of **Your Premises** or internal doors which provide access to any part of the **Buildings** not occupied by **You** are secured with at least one of the following security measures appropriate to the door type:
 - a. mortice deadlock which has a minimum of 5 levers which conforms to British Standard BS3621 with a metal striking box plate for timber or steel framed doors;
 - b. multi-point locking system which has a minimum of three locking points with key operated cylinder deadlock which conforms to British Standard PAS 3621:2011 for UPVC, composite, aluminium framed and sliding doors;
 - c. a high security padlock of at least British Standard BS EN 12320 security grade 3 or Central European Norm (CEN) grade 3 with a minimum shackle thickness of 10mm and manufacturer's corresponding locking bar or keep for other doors or roller shutters manufactured to LPS 1175 Security Rating 1 or above;
 - d. two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door for double or multiple folding leaf doors, other than where any leaf door is required to be opened externally, in which case appropriate locks to the standards specified in either A. to C. are in place.
2. Windows/skylights capable of opening at ground floor, basement or other floor levels (which are "easily accessible") are secured with key operated locking devices with keys removed. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

For the purposes of this requirement "easily accessible" are those levels that can be reached from the ground (without the use of a ladder) or by climbing up via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby flat roofs, trees adjoining or next door **Premises**.

Any door or window designated as a fire exit following a fire risk assessment or building regulations may be excluded from these requirements. These are secured internally by panic bolts or fire exit bolts (capable of opening at all times) suitable for Use in emergency escape situations other than when the **Premises** is left **Unattended**. Any additional security devices must be approved by the local Fire Prevention Officer

9 Other Insurance

Subject to General Exclusion 11 (Other Insurance), if at the time of any claim made under this **Policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in **Excess** of the limits of the other insurance and will not contribute with such other insurance.

In respect of **Sections** 1 (Property Damage), 2 (Business Interruption), 3 (Money and Assault), 4 (Goods in Transit), 6 (Deterioration of Stock) and 6 (Loss of Licence) **We** will not pay more than applicable the Sums Insured inclusive of any sums payable by other **Insurers**.

You shall on request provide **Us** with copies of the terms of any other insurance to which this condition or General Exclusion 11 (Other Insurance) may apply.

10 Other Interests

It is agreed that various parties may have a legal interest in part of the property Insured by this **Policy** and **You** undertake to declare the names, nature and extent of any interest of any such parties at the time of **Damage**.

11 Physical Protections

For the purpose of **Sections 1 (Property Damage), 2 (Business Interruption) and 3 (Money and Assault)**, **You** will ensure that at the start of this insurance and throughout the **Period of Insurance**:

- A. all security protections in place at the **Premises** shall not be withdrawn altered or varied without **Our** prior written consent;
- B. any fire alarm system and fire extinguishers will be maintained in proper working order;
- C. all locking devices and intruder alarm systems will be maintained in proper working order;
- D. whenever the **Premises** are left **Unattended**:
 - i. all locking devices and intruder alarm systems must be put into full and effective operation;
 - ii. all keys/security cards/fobs/codes which operate intruder alarm systems and/or surveillance systems which enable access to the **Premises**, safes, strongrooms or any other secured area or device in which property Insured is kept must be removed from the **Premises**;
- E. as soon as **You** discover or become aware of any defects in security protections:
 - i. such defects must be remedied; and
 - ii. **You** must advise **Us**;

as soon as reasonably practicable.

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

12 Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** will keep an accurate record containing all relevant information and will, at any time, allow **Us** to inspect the record. **You** will, within ninety (90) days after the expiry of each **Period of Insurance**, provide **Us** with any information that **We** may request. For example wage roll and turnover, as **We** may require.

The premium will then be adjusted and the difference paid by or allowed to **You**, subject to any minimum premium required, within thirty (30) days of receipt of **Our** adjusted premium calculations.

We reserve the right to request **You** to supply an auditor's certificate attesting to the accuracy of any information provided to **Us**.

Where these estimates include remuneration to **Employees**, the required declaration will also include remuneration to all persons defined as **Employees** by this **Policy**.

Your failure to declare relevant information to **Us**, will entitle **Us** to assess **Our** own estimate(s) if **We** so wish and calculate any further premium payment, which shall become payable by **You**.

13 Reasonable Precautions

You will:

- A. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
- B. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

Helpful Information

Reasonable Precautions

Reasonable precautions that may apply to **Your Business** include:

1. maintaining access roads, paths, **Premises**, machinery, equipment and furnishings in a good state of repair;
2. exercising care in the selection and supervision of **Employees**;
3. complying with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the Use, inspection and safety of property and the safety of persons;
4. keeping all stairways, passageways, fire exit doors and any other routes of escape clear at all times;
5. carrying out maintenance or work necessary to maintain security as soon as possible after it is discovered.

14 Sanctions

We will not provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15 Survey Requirements

You will comply with all requirements which **We** may specify following any survey **We** commission in relation to **Your Business** within the time limits specified by **Us** and remain in compliance throughout the remaining **Period of Insurance** and any subsequent **Period of Insurance**.

16 Underinsurance and Ten per cent (10%) Allowance

If, at the time of **Damage** commencing, **Your** chosen **Sum Insured** (as stated by each separate item in the **Schedule**) is less than the actual value (or the reinstatement cost as applicable) of the property covered, the amount **We** will pay will be reduced proportionately. **You** will be responsible for the difference and retain a proportionate share of the amount payable for all such **Damage**.

For **Section 2 – Business Interruption** consequent upon **Damage**, **You** will similarly retain a proportionate share in a like manner should the **Sum Insured** stated by each separate item in the **Schedule** be less than the actual loss sustained for the basis of cover **You** have selected.

We will waive **Your** proportionate share of the amount payable for all such **Damage**, if the difference in amount of the **Sum Insured** stated by each item separately in the **Schedule** is ten per cent (10%) or less than the actual value (or the reinstatement cost as applicable) of the property covered.

In calculating whether underinsurance and waiver of underinsurance applies **We** will take into account any applicable **Policy** provisions which supplement the amount payable by **Us**.

17 Vehicle Security Requirements

Whenever any property belonging to **You** or for which **You** are responsible is left in an **Unattended** vehicle, all keys must be removed from the vehicle, all doors and similar openings must be locked, all windows must be fully closed and any locking devices, immobilisers or alarms must be put into full operation

and

between the hours of 21:00 and 06:00 any **Unattended** vehicle must be kept:

- A. garaged in a locked building of concrete, brick or block construction; or
- B. in a locked compound with security fencing or walls of concrete, brick or block construction with a permanent security guard or recorded and monitored closed circuit television surveillance.

Helpful Information

Underinsurance Explained

What happens if Your Sum Insured is not enough and You have a loss?

Example of underinsurance If **You** chosen **Sum Insured** is less than the actual total value of the property covered, **You** will not receive full settlement in the event of a loss and **You** shall be responsible for a proportionate share of a loss covered by this insurance.

The effect of underinsurance is shown in the following example:

$$\begin{array}{l} \text{Your Chosen Sum} \\ \text{Insured is GBP 80,000} \end{array} \div \begin{array}{l} \text{Actual total value of the} \\ \text{property Insured at time} \\ \text{of Damage is GBP100,000} \end{array} \times \begin{array}{l} \text{The Amount of loss is} \\ \text{GBP20,000} \end{array}$$

In this example: **You** have under Insured by 20%

Amount payable by **Us** (80%) = GBP16,000

(before **We** deduct any **Excess** due)

Amount retained by **You** (20%) = GBP 4,000

(plus any **Excess** payable)

*Note: In this example a proportional reduction is applied to the actual loss **You** have suffered, as **Your** chosen **Sum Insured** is less than the actual total value of property Insured at the time of loss. In this example the correct full amount which should have been **Your** chosen **Sum Insured** should have been GBP100,000.*

You should ensure **Your** chosen **Sum Insured** is accurate. **You** should seek professional advice if **You** are not sure. Having the correct **Sum Insured** is important to **You** to ensure **Your** property is adequately Insured. It is important to **Us** as **We** Use this information to assess **Your** acceptability to **Us** and to calculate the correct premium for **You**. Also **We** Use this to manage **Our** level of risk to **You** and all **Our** Policyholders

Professional advice is available from a many different sources, for example, one source is the Royal Institution of Chartered Surveyors (RICS) which operate a Building Cost Information Service (BCIS).

Policy Cancellations

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your** insurance adviser or writing to **Our Binding Underwriter**.

If **You** do not exercise **Your** right to cancel this **Policy**, the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period, **You** must to return to **Us** all **Policy** documentation.

Your Cancellation Rights

Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

During the cooling-off period of fourteen (14) days

You have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this **Policy** please write to **Your** insurance adviser or **Our Binding Underwriter** to confirm **Your** requirements.
- Upon receiving **Your** instructions, **We** will cancel this **Policy**:
 - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium alternatively;
 - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.

After the cooling-off period

You may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or **Us**

- Upon receiving **Your** instructions, **We** will cancel this **Policy** and, provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have **Policy** Cancellation provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

Our Cancellation Rights

We can cancel this insurance by giving **You** thirty (30) days' notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are include:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance** this has the same effect as if **You** have never had any cover or protection from this **Policy**.
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;

4. **Your** threatening or abusive behaviour or Use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** may incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance.

If **We** decide to cancel this **Policy We** will do so by sending **You** a letter of cancellation to **Your** last known address.

Data Protection and Privacy Notice

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.amtrusteurope.com.

Sensitive Personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

How We use Your Personal Data and who We share it with

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safe guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and the European Economic Area (“EEA”). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Registered details of the parties

The Insurer

AmTrust Europe Limited, whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

Matrix Underwriting Management Limited

Whose registered office is at Hornigals Little Tay Road, Feering, Colchester, Essex, England CO5 9RS (registered number 07448162). Matrix Underwriting Management Limited is regulated by the Financial Conduct Authority, financial services number 537923. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

How to Complain

If Your complaint is about Your policy or how it was sold to You

If **You** have a query or complaint regarding the way the **Policy** was sold, or the administration of **Your Policy**, **You** should refer to the insurance intermediary who sold the **Policy** to **You**.

If Your complaint is about Your claim

At AmTrust Europe Limited, **We** are committed to providing a high level of service at all times but, if **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so **We** can try to put things right. If **You** wish to make a complaint about a claim under **Your Policy** please contact MUMML:

Matrix Underwriting Management Ltd

Hornigals,
Little Tey Road,
Ferring
Essex
CO5 9RS

Phone 01206 214 560

Email quotes@matrixunderwriting.co.uk

Opening hours- Monday-Friday- 9am-5pm

MUMML will contact **You** within three days of receiving **Your** complaint to inform **You** of what action they are taking. They will try to resolve the problem and provide their response within four weeks. If it will take them longer than four weeks they will explain the current position and let **You** know when **You** can expect their response.

Referring your complaint to the Financial Ombudsman Service

In the event that **You** are unhappy with **MUMML's** response to **Your** complaint, or **You** have not received their response within 8 weeks of the date they received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **You** must do so within 6 months of receiving **MUMML's** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when insurers have not been able to resolve matters to **Your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You Were** entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**. Further information about the FSCS is available from:

Contact details:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: enquiries@fscs.org.uk

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: www.fscs.org.uk