

CX Fast Food & Restaurant Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1102B3004 to the undersigned by certain Insurance Companies and certain Underwriters at Lloyd's , whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Assured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

The liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;

1. This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Certificate has been signed as follows:

Sections A - I 100% with Certain Underwriters at Lloyd's

Sections J, K and L 100% with International Insurance Company of Hannover Ltd

This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Certificate has been signed at the place stated and on the date specified in the Schedule on behalf of

For and on behalf of Underwriters:

Signed:

A circular stamp with the text "COMMERCIAL EXPRESS QUOTES LIMITED" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

Authorised signatory

This is Your CX Fast Food Insurance **Certificate** It sets out your insurance protection in detail. Please study it carefully and make sure you understand all of the terms & conditions.

The **Certificate** should be read in conjunction with the schedule of insurance; please also check this document to ensure that it is accurate.

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

Useful Telephone Numbers

To enquire about or make an adjustment to your Certificate	Your Insurance Agent
To make a claim under your Certificate (Sections A-I)	0845 604 6615 or 02920 558 639
To make a claim under your Certificate (Sections J, K, L)	0845 094 2077

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General Conditions Applicable to Certificate

Reasonable Precautions

The Assured shall take all reasonable precautions to prevent loss or damage bodily injury and disease and exercise reasonable care in the selection of employees.

Changes in Risk

This insurance shall cease to be in force if:

- a. there is any alteration in the Business of the premises containing the Risk Address which has not been advised to Underwriters and which increases the risk of loss, damage, death, bodily injury, illness or disease.
- b. the insured's interest ceases other than by will or operation of the law
- c. the Business is wound up carried on by a liquidator or receiver or permanently discontinued unless Underwriter agrees in writing to continue the insurance

Non-Disclosure

This insurance shall be voidable if there has been misrepresentation, misdescription or non-disclosure of any material fact.

Fraud

This insurance shall be forfeited if any fraudulent means are used to obtain benefit under the Insurance any premiums paid will be retained by the Underwriter.

Claims Procedure

- a. Any occurrence which may result in a claim being made under this Insurance must be reported to the Underwriter in writing as soon as reasonably possible and full details of the loss and substantiation of the claim must be submitted within
 - i) 7 days for claims arising from riot civil commotion labour and political disturbances or malicious persons
 - ii) 30 days for any other claim
- b. In the event of malicious damage, theft or loss of any property (including money) immediate notice must be given to the Police.
- c. All practical steps must be taken to minimise the loss or recover missing property.
- d. The Assured shall at his own expense give all information evidence and assistance as required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with it.
- e. The Assured must not admit liability and every relevant letter writ or other document must be forwarded to Underwriters immediately it is received.
- f. The Assured or any person claiming indemnity must give all information and assistance to Underwriters or their representative and must not negotiate pay settle admit or repudiate any claim without the written consent of Underwriters.
- g. No property may be abandoned to Underwriters.
- h. To report a claim under sections A-I Call 0845 604 66615 or 02920 558 639
- i. To report a claim under sections J-L Call 0845 094 2077

Underwriters Rights

- a. Underwriters may at their discretion take over the defence of any claim and at any time in the name of the Assured or any other person entitled to indemnity seek recoveries and indemnities from other parties
- b. Underwriters or their representatives may enter any premises where loss or damage has occurred and take possession of or require to be delivered to it any property insured and deal with such property in any reasonable manner.
- c. If Underwriters elect to replace, reinstate or repair any property it shall only do so as far as circumstances permit and in a reasonably sufficient manner. In any case Underwriters shall not expend more than the relevant sum insured.

Other Insurances

If any liability insured under Sections J, K & L is or but for the existence of this Insurance would be covered by any other insurance Underwriters will indemnify the Assured only in respect of any excess beyond the maximum amount expressed to be payable under such other insurance

Arbitration (not applicable to Section 5)

If any difference arises as to the amount to be paid under this Insurance (liability being otherwise admitted) the matter will be referred to an arbitrator appointed by the parties in accordance with the statutory provisions relating to Arbitration then in force and the making of an Award shall be a condition precedent to any right of action against the Underwriters.

Cancellation

Underwriters may terminate this Insurance by giving 14 days notice in writing to the Insured at his last known address. In this event Underwriters shall return to the Insured a proportionate part of the premium for any unexpired period of insurance.

If the Assured or Underwriters cancel the certificate, and You have not made a claim during the current period of insurance, We will refund the premium, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £100.00 + IPT + any administration fee

Non Validation

The insurance under General Condition shall not be invalidated by any act of neglect or any alteration whereby the risk of destruction or damage is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware of this shall give notice to Underwriters and pay an additional premium if required.

EU Disclosure Clause (UK)

Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

General Exclusions Applicable to Certificate

(Applicable to all Sections except as otherwise stated)

This Insurance does not cover

Radioactive Contamination and explosive nuclear assemblies exclusion

- a. Loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- b. any legal liability of whatsoever nature directly or indirectly caused by contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly component thereof.

Contamination and Pollution Exclusion Clause

1. This Agreement shall not cover any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration in impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises out of one or mote of the following perils
 - Fire, Lightning, Explosion, Impact or aircraft
 - Vehicle Impact, Sonic Boom
 - Accidental escape of water from any tank apparatus or pipe
 - Riot, Civil Commotion, Malicious Damage
 - Storm, Hail
 - Flood Inundation
 - Earthquake
 - Landslide, Subsidence
 - Pressure of Snow Avalanche
 - Volcanic, Eruption
3. All other terms and conditions of this agreement shall be unaltered and especially the exclusions shall be superseded by this clause.

War

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

NOTE: This Exclusion does not apply to Section J as regards claims by employees for death, bodily injury, illness or disease arising out of and in the course of their employment in the Business.

Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly 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.

For the purpose of this endorsement 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(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), 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.

(Applicable to all Sections except as otherwise stated)

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly 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 the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

Contamination & Contingent Business Interruption

It is agreed that, regardless of any contributory causes, this Insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of biological or chemical Contamination due to any act of Terrorism.

For the purpose of this exclusion "contamination" means the contamination, poisoning, or prevention and/or limitation on the use of objects due to the effects of chemical and/or biological substances.

It is further agreed that, regardless of any contributory causes, this Insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- i) any business interruption losses resulting from customers and suppliers extension, or denial of access,
- ii) loss, damage cost or expenses directly or indirectly arising out of any service interruption (e.g. power, gas, water, communications) due to any act of Terrorism.

Definitions

Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Chemical & Biological

Notwithstanding to the contrary in this contract, losses arising directly or indirectly from the threat of or actual chemical or biological attack are not covered.

Aircraft/Aerial

Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Local Authority

Confiscation, nationalisation requisition or wilful destruction by any Government, Public, Municipal, local or Customs Authority.

General Exclusions Applicable to Certificate

(Applicable to all Sections except as otherwise stated)

Electronic Data

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows:-

- a. This Certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- a. However, in the event that a peril listed results from any of the matters described in paragraph a) above, this Certificate, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed peril.

Listed Perils:

Fire

Explosion

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows:

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

General Exclusions Applicable to Certificate

(Applicable to all Sections except as otherwise stated)

Electronic Date Recognition Exclusion (EDRE)

This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense. NMA2802

NOTE: Each Section of the Insurance contains Exclusions particular to that Section and these must be read in conjunction with the General Exclusions stated above.

Micro-Organism Exclusion Clause

This Agreement does not cover loss, damage, claim, cost, expenses or other sum directly or indirectly 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 whether there is (i) any physical loss or damage to insured property' (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this Agreement that provides insurance, in whole or in part, for these matters.

Nuclear Energy Risks Exclusion Clause

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances 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.

General Exclusions Applicable to Certificate

(Applicable to all Sections except as otherwise stated)

Asbestos Exclusion - Applicable to Section A-I

This agreement does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

General Exclusions - Material Damage Sections A-I

This insurance does not cover:

1. **War**
Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. **Sonic Bang**
Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
3. **Mechanical and Electrical**
Mechanical and/or electrical derangement and/or breakdown, breakage of valves, filaments and the like, burning out or damage directly caused by short-circuiting, overrunning, excessive pressure or leakage of electricity and/or claims arising from overheating.
4. **Water Table Change**
Loss, damage or destruction attributable solely to change in the water table level.
5. **Pollution & contamination**
Loss, damage or destruction caused by pollution or Contamination.

General Conditions - Material Damage Sections A-I

1. Average Clause

This Insurance (except Section D, the Bodily Injury Extension and Section C and except as regards damage done by thieves to the Buildings or Fixtures and Fittings thereof) is subject to the Condition of Average, that is to say, if the property insured shall at the time of any loss or damage be of greater value than the sum insured, the Assured shall only be entitled to recover hereunder such proportion of the said loss or damage as the sum insured bears to the total value of this said property; if two or more items with separate sums insured set against them are insured hereunder, each item shall be separately subject to the Condition of Average.

2. Non - Contribution

There shall be no liability under this Insurance in respect of any claim where the Assured is entitled to indemnity under any other Insurance EXCEPT in respect of any excess beyond the amount which would have been covered under such other Insurance had this Insurance not been effected.

3. Claims

It is a condition precedent to the liability of Insurers that following any happening likely to give rise to a claim the Assured will immediately:

- i) give notification in writing to Insurers
- ii) provide such information and assistance as Insurers may reasonably require
- iii) in the event of theft or riot, inform the Police, and offer them all reasonable assistance in the apprehension of the Person(s) responsible and the recovery of any property stolen
- iv) in the event of loss under Section D inform the Police and offer them all reasonable assistance in the apprehension of the Person(s) responsible and the recovery of the money.

The Assured having made a written proposal and declaration, bearing the date stated in the Schedule and which is hereby agreed shall be the basis of this Insurance, the Insurers hereon agree to indemnify the Assured in the manner to the extent and subject to the terms, conditions, warranties and exclusions more fully described herein.

Section A Material Damage

This section will indemnify the Assured against physical loss of or damage to the property described at the premises stated and for amounts not exceeding the respective sums insured, all of which are set forth in the Schedule, occurring during the period of this insurance, directly caused by:

Insured Perils

1. FIRE and/or LIGHTNING and/or a FIRE consequent upon explosion wherever the explosion occurs
2. EXPLOSION
EXCLUDING loss or damage by explosion (other than loss or damage by fire resulting from 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, belonging to or under the control of the Assured.
3. AIRCRAFT and other aerial devices or articles dropped therefrom.
4. EARTHQUAKE shock, or fire directly or indirectly caused by earthquake.
5. STORM OR TEMPEST excluding loss or damage directly caused by flood or frost
6. FLOOD
7. BURSTING or OVERFLOWING or LEAKAGE of water pipes, water mains, water tanks or water apparatus excluding any sprinkler installation or boilers other than domestic boilers.
EXCLUDING (in respect of Perils 5, 6 and 7)
 - i) Loss or damage
 - a. as a result of repairs to or removal or extension of water pipes, mains, tanks or apparatus,
 - b. by bursting or overflowing or leakage occurring whilst the premises are vacant or unoccupied but this exclusion shall not apply whilst the Premises are closed for holidays or weekends.
 - c. to property in the open,
 - d. to walls, gates, fences, glass, drains, sewers or water courses unless damaged by the fall of brickwork or masonry caused by an insured peril.
 - ii) Loss or damage whether caused directly or indirectly
 - a. by subsidence, landslip or ground heave,
 - b. by fire, lightning or explosion.
8. ANY PERSON taking part in a RIOT, STRIKE, LABOUR DISTURBANCE, CIVIL COMMOTION OR ANY PERSON OF MALICIOUS INTENT excluding loss or damage whether caused directly or indirectly by:
 - i) fire
 - ii) theft or attempted theft,
 - iii) total or partial cessation or interruption or retarding of work
 - iv) of any commercial or industrial process or operation.
9. IMPACT by any vehicle, horse or cattle.

10. THEFT OR ATTEMPTED THEFT EXCLUDING loss or damage caused by such theft or attempted theft unless following entry to or exit from the Premises by forcible and violent means
- i) assault, violence or threat thereof to the Assured, the Assured's employees or people to whom the Assured's property is entrusted.
 - ii) of property by or in collusion with any of the Assured's employees or inmates of the Assured's Premises.
 - iii) of property (including buildings) in any yard or open space.
 - iv) resulting in fire or explosion.
 - v) to glass which is more specifically insured.

Peril (10) THEFT OR ATTEMPTED THEFT is deemed to include damage to the Buildings or Fixtures and Fittings forming part thereof, the property of the Assured or for which the Assured is legally responsible, during theft or attempted theft of the property insured by items insured under tenants contents, Contents, fixtures and fitting, Stock, fixed Frying range and electronic equipment sections on the Schedule; the limit for such damage shall not exceed 10% of the sum insured by tenants contents, Contents, fixtures and fitting, Stock, fixed Frying range and electronic equipment sections on the Schedule in respect of the Premises where the damage is done.

Section A Material Damage Specific Exclusions

This Section does NOT cover:

Certificate Excess

In the event of a claim, we will not pay the first amount as specified in the Certificate schedule.

Consequential Loss

Loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind or description whatsoever.

Money and Other Items

Cash Bank and Currency Notes	Cheques
National Savings Stamps	Banker's Drafts
National Savings Certificates	Postal Orders
Holiday with Pay Stamps	Money Orders
VAT Purchase Invoices	Trading Stamps
Securities for Money	Premium Bonds
Current Postage Stamps	Luncheon Vouchers
Credit Card Sales Vouchers	Embossed Stamps
Franking Machine unexpired units	Gift Tokens
Telephone Cards of all kinds	Lotto cards of all types

Computer System & Other Records

Any amount in excess of £500 in respect of loss of or damage to computer Systems' Records, Documents, Manuscripts and Business Books.

Section A Definitions

Buildings

The Buildings of the Premises including landlord's fixtures and fittings and walls, gates and fences around and pertaining thereto, but excluding external signs, all fixed internal and external glass and fixed sanitary ware all owned by the Assured or for which the Assured is legally responsible.

Loss of Rent

In the event of damage to the Property Insured in the schedule if the Property becomes uninhabitable or partly uninhabitable and cannot be let due to one of the insured perils listed under Section A of this certificate Underwriters will pay the Insured the amount of loss arising as a result in accordance with the following exclusions

- a. Underwriters will not pay any amount higher than that stated in the schedule
- b. Underwriters will not pay for loss of rent arising from the tenants leaving the Property without giving You notice
- c. Underwriters will not pay for the rent the tenants have not paid
- d. Underwriters will not pay for loss of rent to any Property that was unoccupied immediately before the insured event giving any rise to a claim
- e. Underwriters will not pay for any letting agents share of the rent or any other expenses You must pay to the letting agent
- f. Underwriters will not pay for loss of rent after they consider the Property fit to be let.

Section A Material Damage Specific Clauses

1. Demolition

IT IS HEREBY AGREED that within the limit(s) of the sum(s) insured specified on the Schedule, Section A of this Insurance covers costs and expenses necessarily incurred by the Assured with the consent of the Insurers for;

- i) removing the debris of,
- ii) dismantling or demolishing
- iii) shoring up or propping

the portion or portions of the property destroyed or damaged by any peril hereby insured against and to which such sum(s) insured respectively relate.

Insurers will not pay for any cost or expenses:-

- a. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- b. arising from pollution or contamination

This Clause is subject otherwise to all the terms and conditions of the Insurance

2. Architects' Surveyors' Legal and Consulting Engineers' Fees

IT IS HEREBY AGREED that within the limit(s) of the sum(s) insured specified in the Schedule, Section A of this Insurance covers Architects', Surveyors', Legal, Consulting Engineers' and other Fees necessarily incurred by the Assured in the reinstatement of the property insured following upon its destruction or damage by any peril hereby insured against (but not any fees for the preparation of a claim or estimate of loss) not exceeding the amounts authorised under the Scales of the various Institutions regulating such charges prevailing at the time of the destruction or damage.

This Clause is subject otherwise to all the terms and conditions of the Insurance.

3. Public Authorities Clause

IT IS HEREBY AGREED that within the limit(s) of the sum(s) insured specified in Section A of this Insurance extends to cover such additional cost of reinstatement of the property thereby insured which has been destroyed or damaged by any peril insured against, as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority. Provided always that:-

- i) The amount recoverable under this extension of the Insurance shall not include
 - a. The cost incurred in complying with any of the said Regulations or Bye-Laws
- ii) In respect of destruction or damage occurring prior to the granting of this extension under which notice has been served upon the Assured prior to the happening of the destruction or damage
- iii) in respect of undamaged property or undamaged portions of property, other than foundations (unless foundations are specifically excluded from the insurance by this Insurance) of that portion of the property destroyed or damaged.
 - a. the additional cost that would have been incurred to make good the property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the said Regulations or Bye Laws not arisen.
 - b. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the said Regulations or Bye Laws.
- iv) The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the said Regulations or Bye-Laws so necessitate subject to the liability of the Insurers under this extension being thereby increased.
- v) If in respect of any property the liability of the Insurers under the Insurance apart from this extension shall be reduced by the application of any of the terms and conditions of this Insurance then the liability of the Insurers under this extension in respect of any such property shall be reduced in the same proportion.

This Clause is subject otherwise to all the terms and conditions of the Insurance.

4. Replacement or Reinstatement Clause

It is hereby agreed that in the event of property insured under Section A and marked "R" in the Schedule of this Insurance being destroyed or damaged by any peril hereby insured against, the basis upon which the amount payable in respect of such destruction or damage is to be calculated shall be the reinstatement of the property, destroyed or damaged, provided always that:

- i) For the purpose of this Clause the word "reinstatement" shall mean the carrying out of the aforementioned work, namely:
 - a. Where property is destroyed, the rebuilding of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
 - b. Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new
- ii) The work of reinstatement (which may be carried out another site and in any manner suitable to the requirements of the Assured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable under the Insurance if this Clause had not been incorporated therein shall be made.

- iii) When any property insured on this reinstatement basis is damaged or destroyed in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- iv) No payment beyond the amount which would have been payable under the Insurance if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- v) No payment beyond the amount which would have been payable under the Insurance if this Clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Assured which is not upon the identical basis of reinstatement set forth herein.
- vi) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Insurance if this Clause had not been incorporated therein the rights and liabilities of the Insurers and the Assured in respect of the destruction or damage shall be subject to the terms and conditions of the Insurance, including any Condition of Average therein, as if this Clause had not been incorporated therein.

This Clause is subject otherwise to all the terms and conditions of the insurance.

5. Mortgage Interest Clause

The interest of the undernoted party/parties in this Insurance shall not be prejudiced by any act or neglect of the Occupied of any Building hereby insured, whereby the risk of destruction or Damage is increased without the authority or knowledge of the Undernoted party/parties, provided the said undernoted Party/parties shall immediately, on becoming aware thereof, give Notice in writing to the Insurers and on demand pay such reasonable additional premium as the Insurers may require.

6. Waste Clause

It is warranted that all trade refuse and waste be swept up and bagged or binned and removed from the premises at the end of each working day and that all oily or greasy waste and cloths be kept in metal receptacles and removed outside every night.

7. Unoccupancy Clause

It is warranted that in respect of buildings or parts thereof which are unoccupied:

- i) the buildings are made secure against illegal entry
- ii) the buildings are inspected weekly and any damage repaired immediately
- iii) all services are switched off at the main and drained where applicable
- iv) all waste, refuse and other disused combustible materials be cleared from the buildings and surrounding yards and removed from the premises
- v) excluding losses arising from building operations
- vi) Notice Clause

Cover is limited to loss or damage caused by Fire, Lightning, Explosion and Aircraft Perils

8. Notice Clause

Notice is to be given to Insurers immediately of any change in occupation of the said premises or if any of the buildings become unoccupied.

Section B - Loss of Profits

Subject to the Exclusions of Section A (as applicable)

If during the Period of Insurance any Building or other property or any part thereof insured under SECTION A at the Premises specified on the Schedule at which the Assured's business specified on the Schedule is conducted be destroyed or damaged by Perils 1 to 10 inclusive of SECTION A but extended to include Public Supplies and Denial of Access to or use of said premises due to damage caused by said perils 1 to 10 inclusive of SECTION A to property in the vicinity of the Assured's premises (as such destruction or damage so caused being hereinafter termed 'Damage') and the Assured's Business be in consequence thereof interrupted or interfered with.

This Section will indemnify the Assured against loss of Gross Profit including Auditors' and Accountants' Charges which can be shown to Insurers satisfaction to have resulted from such interruption or interference during the Indemnity Period shown in the Schedule up to the Sum Insured shown on the Schedule.

- NOTE:
- i) For the purposes of this Insurance, current cost accounting principles should be disregarded.
 - ii) To the extent that the Assured is accountable to the tax authorities for Value Added Tax, all terms in this Certificate shall be exclusive of such Tax.

Section B Loss of Profits Definitions

Gross Profit

The Turnover of the Business at the premises less the cost of stocks, raw materials or components purchased after making allowance for opening and closing stocks in accordance with the Assured's normal accountancy methods, due provision being made for depreciation.

Turnover

The money paid or payable to the Assured for goods sold and for services rendered in the course of the Assured's business.

Indemnity Period

The Period, beginning with the occurrence of the Damage and ending not later than the last day of the period specified in the Schedule during which the results of the Business shall be affected in consequence of the Damage.

Public Supplies

Failure of the public supply of electricity, gas or water at the terminal point of the supply undertakings feed to the Risk Address through any accidental cause except

- i) where such failure is for a period of less than 30 minutes.
- ii) in consequence of the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply.
- iii) in consequence of a fault in any part of the installation belonging to the Assured.

Closure

Closure of the Risk Address by competent Authority due to

- i) bomb, hoax or other exposure to physical danger except where such closure is for a period of less than 2 hours.
- ii) an outbreak of any notifiable human infectious or contagious disease.
- iii) murder or suicide.
- iv) food poisoning or drink poisoning.
- v) defective sanitary arrangements or vermin or pests.

Auditors' and Accountants' Charges

The reasonable charges payable by the Assured to their Auditors and Accountants for producing and certifying any particulars or details contained in the Assured's books of account, documents or such other proofs, information or evidence as may be required by the Insurers in connection with a claim under this Insurance.

Section B Loss of Profits Specific Conditions

1. The Assured shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business and to avoid or diminish the loss, whether by taking other premises or by any other means and the reasonable cost thereof shall be taken into account in the adjustment of any loss but not exceeding a sum equivalent to the amount of loss of Gross Profit thereby avoided.
2. Any reduction in charges and expenses of the Business payable out of Gross Profit, resulting from the Damage, shall reduce the Insurers' liability hereunder.
3. In calculating the loss of Gross Profit account shall be taken of the trend of the Business and all variations in or other circumstances affecting the Business had the damage not occurred.
4. If the sum insured hereby be less than the Gross Profit which would have been earned during the 12 months following the damage had the Damage not occurred (or if the Indemnity Period be greater than 12 months, that proportion of the gross profit which such Period bears to 12 months) the amount payable hereon shall be proportionately reduced.
5. If during the Indemnity Period Gross Profit shall be earned elsewhere than at the premises for the benefit of the Business either by the Assured or by others on his behalf the amount of such gross profit shall be brought into account in arriving at the loss during the Indemnity Period.

Section C Glass, Including Sanitary Fittings, Signs and Fascias

This Section indemnifies the Assured up to the sum specified on the Schedule against BREAKAGE OF GLASS fixed in the windows and doors of the Premises stated on the Schedule, but only if the cost of the replacement of such glass has to be borne by the Assured. In addition, Insurers will cover the cost of boarding up pending replacement of glass following such breakage.

Section C - Glass Specific Exclusions

This Section does NOT cover:

- i) the cost of removing or restoring frames, or fittings,
- ii) breakage arising from repairs, decorations, additions, alterations to the Premises, or to glass whilst being fitted,
- iii) breakage due to dilapidation or deterioration of framework

In the event of breakage all glass shall be considered plain and of ordinary glazing quality unless specifically mentioned in the Schedule or as required by Local Authority Bye-Laws.

Section D Money

This Section indemnifies the Assured to the extent and in the manner as defined herein for amounts not exceeding the limits stated in the Schedule against

Sub-Section 1

Loss of money from any cause whatsoever whilst

1. **Money in Transit**
 - i) in transit in the custody of the Assured or his authorised representative, directly and without deviation to and from a Bank or Post Office and the Assured's premises.
 - ii) in transit as more specifically described in the Schedule,
2. **Money on the Premises** within any of the premises specified in the Schedule
 - i) when open for business and not left unattended
 - ii) when closed for business or left unattended, BUT limited to £250 any one loss unless such money is in a locked Safe or Strongroom.
3. **Money in Private Residences** contained in the private residences of the Assured or of a principal or employee of the Assured,
4. **Money in Bank Night Safe** contained in Bank Night Safe until removed by a Bank official.

Sub-Section 2

Damage to Safes, etc

Loss of or damage done by thieves to safes, or strongrooms or any cash carrying case or security waistcoat containing money insured herein,

Occurring during the period set forth in the Schedule.

Section D Money Definitions

Money as used in this Insurance means:

Cash, Bank and Currency Notes	Cheques
National Savings Stamps	Bankers' Drafts
National Savings Certificates	Postal Orders
Holiday with Pay Stamps	Money Orders
VAT Purchase Invoices	Trading Stamps
Securities for Money	Premium Bonds
Current Postage Stamps	Luncheon Vouchers
Credit Card Sales Vouchers	Embossed Stamps
Franking Machine unexpired units	Gift Tokens
Telephone Cards of all kinds	Lotto cards of all types

the property of the Assured or for which the Assured is responsible.

Section D - Money Specific Exclusions

This Section does not cover

1. **Dishonesty of Employees**
Loss by dishonesty on the part of any of the Assured's employees unless such loss is reported to the Assured within five working days of its occurrence.
2. **Shortages or Errors**
Consequential loss, loss or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions,
3. **Vehicles**
Loss from unattended vehicles,
4. **Territorial Limits**
Loss or damage occurring outside the United Kingdom, the Isle of Man and the Channel Islands.

Section D Money Specific Conditions

Money left in cash registers overnight.

It is a condition precedent to the liability of Insurers that the cash drawer of any cash register, be emptied and removed from the cash register and placed on the counter, in full view of the shop front at all times when the Premises are closed or left unattended.

Keys

It is a condition precedent to the liability of Insurers that all keys and duplicate keys of Safes, Strongrooms, and Alarms are removed from the Premises specified in the Schedule at all times when such Premises are closed or left unattended.

Section D Money - Bodily Injury Extension

In consideration of the premium paid it is agreed that if during the period set forth in the Schedule any principal or employee of the Assured shall sustain bodily injury as a result of any person stealing or attempting to steal money insured herein this Insurance extends to cover the Assured for the amounts of compensation described in the Schedule.

Section D Money Bodily Injury Extension Definitions

Bodily injury means bodily injury which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary by such injury) occasions the death or disablement of such principal or employee of the Assured within twelve calendar months from the date of the occurrence,

Total disablement means disablement which entirely prevents the injured person from attending to his business or occupation,

Permanent means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement,

Loss of a limb means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

BODILY INJURY EXTENSION - EXCLUSIONS

This Extension does NOT cover

1. Compensation Limitations

Any amount for weekly compensation (Item 2 of the Schedule) until the total amount has been ascertained and agreed; any such payments shall be deducted from any sum subsequently paid under Item 1.

Weekly payments following any single disablement which exceed the period of that disablement or 104 consecutive weeks from the date of disablement, whichever is the less.

2. Age Limitation

Any person below the age of 16 or above the age of 70.

3. Territorial Limits

Bodily injury occurring outside the United Kingdom, Isle of Man and the Channel Islands.

BODILY INJURY EXTENSION - CONDITIONS

1. Assault

In the event of an assault which causes or may cause disablement within the meaning of this Extension any injured person must as soon as possible place himself or herself under the care of a qualified medical practitioner.

2. Medical

Underwriters will not be liable to pay compensation unless the medical adviser(s) appointed by them be allowed as often as they deem necessary, to make an examination of the injured person.

Section E - Goods in Transit

Subject to the Exclusions of Section A (As Applicable)

This Section indemnifies the Assured against physical loss of or damage to goods and/or merchandise, sheets, ropes, packing materials and the like (excluding containers), being the property of the Assured, whilst in transit as herein defined in the course of the Business specified on the Schedule occurring during the Period of Insurance shown in the Schedule, not exceeding the limits shown on the Schedule.

Section E Goods in Transit Definitions

In Transit

Means in transit per the Assured's vehicle and/or containers or those of others, as agreed by Underwriters all as specified on the Schedule between any address(es) in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, including any loading, unloading, packing and unpacking; and whilst, in the normal course of transit the goods and/or merchandise are temporarily housed on or off the vehicles and/or trailers, for up to 72 hours.

Section E Goods in Transit Specific Exclusions

This Section does NOT cover:

1. Deterioration etc

Loss of or damage in respect of, or arising from or caused by, mildew, moth, vermin, inherent vice, wear, tear, gradual deterioration, insufficiency of insulation, contamination, shortage in weight, evaporation, taint, consequential loss, loss of market or delay, or theft or any attempt thereof by or with the connivance of any member of Assured's household or any employee of the Assured or other person entrusted with the insured property.

2. Excluded Items

Livestock, Jewellery, Furs, Watches, Precious Metals and Stones, Treasury Notes, Bullion, Cash, Bonds, Deeds, Stamps, Securities, Manuscripts, Documents and Plans, Safety Razor Blades, Non Ferrous Metal and Scrap, Perfumery, Tobacco, Cigars, Cigarettes, Wines, Spirits and the like, Explosives, Radios, Television sets, Tape Recorders and similar articles, unless rates and terms agreed prior to the carriage of such goods and/or merchandise.

3. Unattended Vehicles

Theft from vehicle(s) and/or trailer(s) and/or container(s) when left unattended, unless:

- i) between - 1800 hours and 0600 hours - such vehicle(s) and/or trailer(s) and/or container(s) is garaged in a building or parked in a fully enclosed yard, which is securely closed and locked or under constant surveillance AND the vehicle(s) and/or trailer(s) and/or container(s) has/have all doors, windows, boots and other openings closed and securely locked, and all additional protective devices put in full and proper operation, and all keys removed, so far as local fire regulations permit.
- ii) between - 0600 hours and 1800 hours - such vehicle(s) and/or trailer(s) and/or container(s) has/have all doors, windows, boots and other openings closed and securely locked and all additional protective devices put into full and proper operation, and has/have all keys removed.

4. CMR

Any loss directly or indirectly arising under the Carriage of Goods by Road Act 1965 which gives effect to the Contract for International Carriage of Goods by Road (C.M.R.)

5. Breakage of glass and items of brittle nature

Breakage of glass, china and other items of a similar brittle nature, except as a direct result of fire, theft or overturning or collision of the conveying vehicle.

Excess

The amount of Excess shown in the Schedule which shall be deducted from each and every loss, except loss, in respect of, arising from, or caused by fire, and/or collision to the conveying vehicle(s) and/or trailer(s) and/or container(s),

Section E Goods in Transit Specific Conditions**Protection Maintenance**

The Assured shall take all reasonable precautions for the safe guarding of the goods and/or merchandise and All vehicle(s), trailer(s) container(s) and protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Underwriters.

Assured's Duty After loss

It is a duty of the Assured in the event that any of the property insured hereunder be lost or damaged, to take all reasonable steps to effect its recovery or preservation.

Adjustment of Premium (if applicable)

The provisional premium for this Section, which is shown in the Schedule and which is included in the premium paid hereon, is subject to adjustment as specified in the Schedule on the aggregate amount of carryings and/or sendings during the period of this Insurance. The Assured shall supply within thirty days after expiry a declaration of the actual aggregate amount of carryings and/or sendings, showing separately all Transits described in the Schedule.

Section F All Risks to Business Equipment

This section will indemnify the Assured against all Risks of physical loss or damage to Business Equipment whilst within the United Kingdom up to the sum insured specified in the Schedule, occurring during the period of this Insurance.

Section F - Specific Conditions

In respect of each item separately, the liability of Insurers for any loss or damage, shall not exceed the respective sum insured specified in the Schedule, nor shall it exceed such proportion of the said loss or damage as the sum insured bears to the total value thereof.

Section F - Specific Exclusions

This Section does not cover

- i) The first £250 each and every loss or as stated in the schedule
- ii) Loss or damage caused by moth, vermin, inherent vice climatic conditions, wear and tear, mechanical derangement, gradual deterioration or faulty manipulation
- iii) Loss or damage to any part of any machine by its own ignition, electrical breakdown or burn out.
- iv) Loss or damage caused by the actual process of repair renovation or servicing.
- v) Depreciation, contamination or consequential loss of any description.
- vi) Loss or damage to Business Equipment whilst contained in an unattended vehicle unless in a locked boot.

Section G - Books Debts

This Section will indemnify the Assured if the Assured's books of accounts other business books, records or Computer records at the premises and stated as covered in the main Schedule should be destroyed or damaged by any of the Perils detailed in Section A and shown as insured in the specification and in consequence thereof the Assured is unable to trace or establish the outstanding debit balance in whole or in part due to them, then Insurers will pay to the Assured the loss sustained in respect of outstanding debit balances directly due to the damage and the amount payable in respect of any one occurrence or damage shall not exceed:-

- i) the difference between
 - a. the outstanding debit balances, and
 - b. the total of the amounts received or traced in respect thereof
- ii) the additional expenditure incurred with the previous consent of the Insurers in tracing and establishing outstanding debit balances after the damage.

If the sum insured be less than the outstanding debit balances the amount payable shall be proportionately reduced.

The insurance under this Section includes all reasonable charges payable by the assured to their Auditors for producing and identifying any particulars or details contained in the books of account or other business books or records, or documents or such other proofs, information or evidence as may be required by the Insurers.

Section G Book Debts Definitions

Outstanding debit balances

The total shown in the Assured's last audited accounts adjusted for:-

- i) bad debts
- ii) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the last statement relates and the date of the damage, and
- iii) any abnormal conditions 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.

Customers' Accounts

The accounts of all customers and/or agents of the Assured who purchase goods from, or to whom services are rendered by the Assured.

Section G Book Debts Specific Conditions

This Section shall be void if:-

- i) the business be wound up or carried on by a liquidator or receiver or permanently discontinued, or
- ii) the Assured's interest ceases other than by death

at anytime after the commencement of this Insurance, unless its continuance be admitted in writing by or on behalf of the Insurers.

Section G Book Debts Memoranda

1. Automatic Reinstatement of Loss

Upon the occurrence of a loss hereunder, this Section shall be immediately and automatically reinstated, and the Assured undertake to pay the additional premium on the amount of loss at the rate applicable pro-rata from the date of the loss to the expiration of this Certificate.

2. Fire Resistant Safes

It is WARRANTED that the Assured's books of accounts, other business books or records are kept in a fire resistant safe or cabinet when not in use.

Section H - Loss of Licence Wording

Section H - Loss of Licence Wording

This Section will indemnify the Assured if during the Period of Insurance renewal of a Licence shall be refused or a Licence shall be forfeited, the Insurers will, subject to the Terms, Exclusions and Conditions contained herein or endorsed hereon, against loss sustained by the Assured in respect of:-

- i) the depreciation in the value of the interest in the premises for which the Licence has been forfeited or renewal refused by reason of such loss of the Licence and calculated by reference to prices current at the date of such forfeiture or non-renewal
- ii) costs and expenses incurred by the Assured with the written consent of Insurer

The liability of the Insurers in respect of the premises shall not exceed the limit of liability set against such premises.

Section H Loss of Licence Wording Definition

Licence

Licence shall mean a Licence for the sale of tobacco and/or liquor.

Section H Loss of Licence Specific Exclusions

The Insurers shall not be liable in respect of loss arising from:-

1.
 - i) Such refusal to continue or renew a Licence as entitles the Assured to claim compensation under any Statute.
 - ii) actual or proposed compulsory acquisition of any of the premises
 - iii) any scheme of town or country planning improvement or redevelopment
 - iv) redistribution, reduction in number or extinguishment of Licences as a result of war damage whether such loss be direct or indirect.
2.
 - i) any alteration of existing law
 - ii) any new law
 - iii) any alteration to the rules and/or regulations by any governing or ruling body
 - iv) any new rules and/or regulations by any governing or ruling body relating to the grant, surrender, renewal, continuation, suspension or forfeiture of Licences after the commencement of the Insurance.
3. Failure:-
 - i) other than for good cause to keep open any premises during the permitted hours
 - ii) to comply with any conditions or direction or requirement of the Licensing Justices or other authority
 - iii) to maintain any premises in good sanitary and general repair.
4. Refusal to renew or continue or forfeiture of Licence occasioned wholly or in part by any act of omission of the Assured or by the Assured or by the Assured's failure to take all reasonable action to maintain the Licence of force, including refusal or failure to accept and/or comply with any condition, direction or requirement sought by the Licensing Justices (or anybody or authority entitled to make representations to the Licensing Justices) in connection with the grant, continuation or renewal of the Licence.

Section H Specific Conditions

1. The Assured shall give written notice to Commercial Express Quotes Limited within forty-eight hours of receiving information, whether oral or written, that:-
 - i) any notice, caution or complaint has been given or made against any premises of the tenant, manager occupier or Licence holder or that such person had been summonsed or charged with or convicted of or committed for trial for any offence whatsoever.
 - ii) an application for renewal is to be opposed or that its consideration is adjourned or referred to the Compensation Authority of the Licence holder is required to give any undertaking or where structural alterations are required.
 - iii) the Licence holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on business.

2. The Assured shall give written notice to St Dunstons Limited within twenty-four hours of the forfeiture of or the refusal to renew any Licence or of any event likely to prejudice the Licence coming to the knowledge of the Assured, stating (as far as the Assured is able), the grounds of which any order was made or the particulars of such event and the Insurers shall be entitled to appear in the name of the assured against any such refusal to renew or forfeiture and shall have full discretion in the conduct of any proceedings. The Assured shall give all assistance as the Insurers may require.
3. No alterations to any premises shall be made without the sanction of the Licensing and other competent authorities and no application shall be made for the removal of the Licence to other premises, nor shall any offer be made to surrender or discontinue any Licence without written consent of the Insurers. The Assured shall from time to time give such information as the Insurers may require for any purpose connected with this Section and the risk hereby insured against and any duly authorised representative of the Insurers may at all reasonable times enter upon to inspect any of the premises.
4. The Assured shall exercise against the tenant, manager or occupier of any premises and the Licence holder all rights, powers and privileges which the Assured may be entitled so to exercise and which may be calculated to protect any Licence against loss or to protect the interest of the Assured. The Assured shall make all such applications, including the application to the Magistrate's Court for a protection order, and generally to do all such acts or things which the Assured may be entitled to under the Licensing Acts or otherwise and which are calculated or intended to prevent the loss licence or by non-renewal of forfeiture.
5. In the event of death, bankruptcy or incapacity of any tenant, manager, occupier or Licence holder or if any such person shall abscond or to be convicted of any offence, the Assured shall produce a suitable person to replace him and forthwith make application for the transfer of the Licence or Grant by way of renewal to such other person.
6. The Assured shall prior to the payment of each renewal premium, give a written notice to the Insurers of any alterations in the risk or of anything which to the knowledge of the Assured, has occurred since the payment of the last preceding premium which renders void, voidable or liable to be forfeited any Licence or which might endanger the renewal or transfer thereof or which does or might endanger any disqualification.

Section H Specific Warranties

1. No admission, offer, promise, payment or indemnity shall be made by or given by or on behalf of the Assured without the written advice of the Insurers. The Insurers shall, if they so desire, be entitled to take over and conduct in the name of the Assured, the defence or settlement of any claim for indemnity or damages otherwise. The Insurers shall have full discretion in the conduct of any proceeding in the settlement of any claim and the Assured shall give all such information and assistance as the Insurers may require.
2. Notwithstanding anything to the contrary contained herein, this Insurance does not cover loss, damage or bodily injury directly or indirectly occasioned by or happening through or in consequence of War, Invasion, Acts of Foreign Enemies, Hostilities (whether war be declared or not) Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public of Local Authority.

Endorsement

It is noted and agreed that this Section extends to include the entertainment licence(s) granted to this premises.

Scottish Law

Where Insured is subject to Scottish law the following apply:

- i) Any reference to exciseable liquors is deemed to mean alcoholic liquors and any reference to Justices is deemed to mean Licensing Boards
- ii) Cover does not operate in the event of
 - a. Structural Alterations Orders
 - b. Closure Orders
 - c. Suspensions of Licence

Section I Stock Deterioration Cover For Frozen Foods

Stocks of frozen foods are covered hereon whilst contained in any refrigeration unit incorporating a motor not exceeding 1.5hp up to the amount shown in the Schedule, against deterioration or putrefaction due to a change in the temperature following:-

- i) breakdown of refrigeration machinery
- ii) failure of the Public Electricity or Gas supply
- iii) the action of the refrigerant fumes escaping from the equipment.

Section I Stock Deterioration Specific Exclusions

This section does not cover:-

- i) The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply.
- ii) Failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority.

Section I Stock Deterioration Specific Warranty

It is a condition precedent to Insurers' liability under this section that the refrigerant unit(s) is/are maintained by maker, installer or competent engineer under an annual maintenance contract.

Liabilities Sections J, K, and L

The Underwriters hereby agree subject to the terms, exceptions, conditions, endorsements and Limits of Indemnity of this Insurance to indemnify the Insured against

1. All sums which the insured shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in any Section to which this Insurance applies and which arises in connection with the Business.
2. All costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be subject of indemnity under this Insurance
3. The payment of the solicitor's fees incurred with the Underwriters written consent for representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property

which may be the subject of indemnity under this Insurance.

Section J - Employers' Liability

Scope of Cover

Bodily Injury sustained by any employee of the Insured arising out of and in the course of his employment or engagement by the Insured and caused during the Period of Insurance:-

- a. in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
- b. whilst temporarily outside the countries named in (a) provided that any such Employee is
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

Rights of Recovery

The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require but the Insured shall repay to all Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

Section J - Specific Exclusion

Terrorism

The liability under this Section for damages, costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of Terrorism shall not exceed £5,000,000.

Definition

Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which

- is designed to, or does
- Intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Family Exception

The Underwriters shall not indemnify the Insured under this Section against the liability for Bodily Injury sustained by any Employee Closely Related to the Insured.

For the purposes of this exception Closely Related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception will not apply where the business is incorporated as a limited company.

Asbestos Condition

The Underwriter's liability under this section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos shall not exceed £5,000,000.

It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Section K - Public Liability**Scope of Cover**

- i) Accidental Bodily Injury to any person
- ii) Accidental loss of or damage to Property

happening anywhere within the Geographical Limits during the Period of Insurance.

Geographical Limits

- a. Great Britain and Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries or
- b. Elsewhere in the World arising out of temporary Business visits by Employees
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

Limit of Indemnity

The liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the amount specified in the Schedule

Section K - Specific Exclusion

The Underwriters shall not indemnify the Insured under this Section against liability

- a. for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than
 - i) Employees' or Visitors' Property
 - ii) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises
- b. arising from the ownership possession or use under the control of the Insured or any Employee of the Insured of
 - i) any mechanically propelled vehicle but this exception shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other Certificate of indemnity or insurance
 - ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- c. caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink supplied primarily for the use of Employees or for entertainment purposes
- d. arising from professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged

Section L - Products Liability

Scope of Cover

- a) accidental Bodily Injury to any person
- b) accidental loss of or damage to Property

happening anywhere in the World during the Period of Insurance and caused by any Goods

Section L - Specific Exception

The Underwriters shall not indemnify the Insured under this Section against liability

- a. Caused by or in connection with any Goods to the knowledge of the Insured manufactured sold supplied erected repaired altered treated transported serviced or installed by the Insured in or for delivery or use in the United States of America or Canada
- b. caused by any Goods in the custody or control of the Insured.

Limit of Indemnity

The liability of the Underwriters under this Section for all damages payable by the Insured in respect of all claim made against the Insured during the Period of Insurance shall not exceed the amount specified in the Schedule.

Sections K & L - Exclusions

Terrorism

The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Definition

Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Family Exception

The Underwriters shall not indemnify the Insured under this Section against liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured.

For the purposes of this exception closely related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, brother, sister, half-brother or half-sister.

Fungus, Mould and Mildew

The Underwriters shall not indemnify the Insured under this Section against:

1. Damages, direct or consequential, on account of "bodily injury," "property damage," "personal or advertising injury", or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. Any obligation or duty to defend any actions on account of "bodily injury," "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion, "bodily injury" shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

Component Building Material Exception

The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Asbestos Conditions

Underwriters will not indemnify the insured in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

Liability Sections J, K AND L - Specific Conditions

1. The Insured shall
 - a. give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Insurance
 - b. advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
2. The Insured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of Underwriters.
3. The Underwriters may at any time at their sole discretion pay to the Insured the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Underwriters liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters payment to the

Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

4. The Insured shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the Business in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
5. If at the time of any claim there is or but for the existence of this Insurance would be any other Certificate of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim the Underwriters shall not be liable under this Insurance to indemnify the Insured in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected.
6. This Insurance including the Schedule, Definitions, Sections, Extensions, Conditions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear.
7. Where this insurance is arranged on an adjustable basis the Insured shall keep accurate records and make declarations to Underwriters in respect of the period of Insurance that the necessary adjustment of premium may be made under this insurance as follows: Continued....

All remunerations paid to Employees and all payments made to self employed persons or employees or labour only sub-contractors for whom liability is assumed or on such other adjustable basis as may be agreed the Insured shall allow Underwriters access to such records when requested to do so. Within one month of expiry of each Period of Insurance the Insured shall supply the Underwriters with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case maybe. Failure to supply such particulars shall entitle the Underwriter to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

8. The Underwriters may cancel this Insurance by sending 7 days notice by registered letter to the Insured at his last know address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to unexpired portion of the Period of Insurance.
9. The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk insured.
10. The due observance of the terms provisions conditions and endorsements of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth if the statements and answers and information supplied or in connection with the said proposals shall be a condition precedent to any liability of the Underwriters to make any payment under this Insurance.

Liability SECTIONS J, K, AND L - General Extensions

Contractual Liability and Indemnity to Principal

The Underwriters will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify the Insured under Section J and K against liability in respect of Bodily injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by the Insured with any Principal so requires the Underwriters will

- a. indemnify the Insured against liability assumed by the Insured
- b. indemnify the Principal in like manner to the Insured in respect of the liability of the Principal

arising out of the performance by the Insured of such contract or agreement.

Provided that:

- i) the conduct and control of claims is vested in the Underwriters
- ii) the Principal shall observe fulfil and be subject to the terms and conditions and endorsements of this Insurance so far as they can apply
- iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- iv) the indemnity granted under Section J shall only apply in respect of liability to any person who is an Employee of the Insured

Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Liability Sections J, K, and L - General Exceptions

1. No indemnity shall be given in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.
2. The Underwriters shall not indemnify the Insured under this Insurance against any liability which is assumed by the Insured by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
3. The Underwriters shall not indemnify the Insured under this Insurance against any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly of nuclear component thereof

but as far as concerns Bodily injury to any Employee which arises out of and in the course of his employment or engagement by the Insured this exception shall apply only in respect of

 - i) liability of any Principal
 - ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
4. The Underwriters shall not indemnify the Insured under this Insurance against liability for:
 - i) punitive or exemplary damages
 - ii) multiplied damages

5. The Underwriters shall not indemnify the Insured under Section K or L of this Insurance against liability
- i) in respect of Bodily injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured
 - ii) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
 - iii) in respect of loss of or damage to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of the Goods
 - iv) in respect of loss of or damages arising from the failure of Goods to perform their intended function
 - v) in respect of Bodily injury or loss of or damage arising from Goods used with the Insured's knowledge in connection with aircraft, watercraft or offshore structure.
6. The Underwriters shall not indemnify the Insured under Sections K or L of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

Sections J, K, and L General Definitions

Insured

Insured shall mean

- a. the first named party in the Schedule
- b. any Associated or Subsidiary Company of the first named party and which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man
- c. at the request of the Insured
 - i) any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Insured
 - ii) any officer member or Employee of the Insured's social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - iii) any director partner or senior official of the Insured in respect of private work carried out by an Employee of the insured for any such person with the consent of the Insured
 - iv) in the event of the death of the Insured the personal representative of the Insured in respect of liability incurred by the Insured

Provided that such person shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, conditions and endorsements of this Insurance as far as they can apply.

Business

Business shall mean the description shown in the Schedule and

1. the ownership repair and maintenance of the Insured's own property
 2. the provision and management of canteen social sports and welfare organisations for the Insured's Employees
 3. the provision and management of first aid fire and ambulance services
 4. private work carried out with the consent of the Insured for any director partner or senior official of the Insured by an Employee of the Insured
- and no other for the purposes of this Insurance

Bodily Injury

Bodily Injury shall mean death injury illness or disease

Property

Property shall mean material property

Employee

Employee shall mean

- a. any person under a contract of service or apprenticeship with the Insured
- b.
 - i) any labour master or labour only sub-contractor or person supplied by any of them
 - ii) any self-employed person providing labour only
 - iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
 - iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme while engaged in working for the Insured in connection with the Business

Goods

Goods shall mean any good or products (including container labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the Insured in the course of the Business.

Excess

Excess shall mean the amount specified in the Schedule for which the Insured will be responsible in respect of each and every claim in respect of loss or damage to Property.

Clauses Applicable to this Certificate.**Smoking Warranty**

Warranted that the provision be made for the carrying out an examination of the smouldering matches, tobacco or other material at the close of business and for signed reports to be made thereon daily by the employer or employees detailed to make the examination and for such reports to be checked at least weekly by the management. It is further understood and agreed that the ashtrays and the like be emptied into a lidded metal bin and that the bin be removed from the buildings at the close of business each day.

Electric Circuit Warranty

It is a condition precedent to liability that fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every three year period and an IEE test certificate is issued showing no deviations. The certificate to remain current during the period of insurance.

Roof Maintenance Clause

It is a condition precedent to liability that the roof be of excellent repair and a further condition precedent to liability in respect of Damage by storm, tempest and flood, that any flat felted roof portion of the within described Premises shall have been inspected at least once every two years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

Non Invalidity Clause

Notwithstanding anything contained herein to the contrary, anything done by occupiers of the Buildings insured by this Insurance whereby the danger of loss or damage is increased without the authority or knowledge of the Freeholders and/or Lessors shall not prejudice the position of the said Freeholders and/or Lessors under this Insurance. If they shall immediately on their becoming aware thereof give notice in writing to the Underwriters and on demand pay such reasonable additional premium as the Underwriters may require.

Cross Liabilities

If the Insured named in the Schedule comprises more than one party the Underwriters will subject to the terms exceptions conditions and endorsements of this Insurance treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Custodian Clause

It is a further condition of this Insurance that when transits of money are made from Assureds premises, they are to be accompanied as follows:-

£1 to £2,500	accompanied by at least 1 able bodied adult
£2,501 to £5,000	accompanied by at least 2 able bodied adults
£5,001 to £7,500	accompanied by at least 3 able bodied adults
£7,501 to £10,000	accompanied by at least 4 able bodied adults

Any amount over £10,000 to be equally split between 4 able bodied adults and carried on two separate visits.

Waste Warranty

Warranted that the Trade Waste be swept up and bagged or binned and removed from the premises at the end of day.

Doors Clause (Liability)

It is a condition precedent to liability under this Insurance that the Assured shall keep all door and/or Fire Escapes unlocked and free of obstructions at all times during the opening hours of the business.

Subject otherwise to the terms, conditions and exceptions of the Certificate.

Kitchen Duct Warranty

Warranted cooking fume extraction canopies and ductwork be cleaned yearly by independent contractors and that fillers, traps or other grease removal devices therein be cleaned at least fortnightly.

Extraction and Cooking Equipment

It is warranted that where present all cooking fume extraction canopies ductwork and the like be washed/wiped daily and cleaned at least once a year by independent contractors and that filter, traps and other grease removal devices therein be thoroughly cleaned at least once a month.

Deep Fat Frying Warranty

It is warranted that all ranges and all equipment used for the purpose of Deep Fat Frying are to be cleaned weekly by the Assured, and yearly by an independent contractor

Deep Fat Frying Clause

It is warranted in respect of any deep fat frying range in the Premises that:

- a. a flame failure device is fitted if the range is gas or oil fired
- b. a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205⁰ centigrade or the supplier's recommended temperature if that is less
- c. a high temperature limit control (of a non-self resetting type) be fitted to shut off the heat source if the temperature of the fat or oil exceeds 203⁰ centigrade
- d. extraction of heat, fumes and/or combustion products be via an integral duct, or an overhead canopy and duct system, vented direct to the open
- e. all ducts be constructed of and supported by galvanised or stainless steel
- f. the grease trap, filter and other grease removal devices be cleaned at least once a week
- g. the grease extract ducting be cleaned at least once each year
a service of the range be carried out by the manufacturer or installer (or as recommended by them by a competition company or person) at least once a year
- h. the fryers be attended, at all times, when the heat source is in operation

- i. a fire blanket (of an adequate size) be kept, at all times, in the vicinity of the range
- j. a minimum of two of the following fire extinguishing appliances to be kept, at all times, in the vicinity of the range and be regularly maintained to ensure that they are in proper working order: CO2, halogenated hydrocarbon, dry powder, foam.
- K all naked flames (other than pilot lights) and all electrical elements will be turned of at the close of the working day.
- l. The frying range must hold the minimum level of oil, as per the manufactures guidelines, to ensure the operation of the thermostatic cut out device.

Clauses (Applicable as stated in Certificate Schedule)

Keys Clause

It is a condition precedent to the liability of Underwriters that in respect of THEFT from the safe(s) all keys and duplicate keys of the said safe(s) are removed from the Premises named in the Schedule whenever the Premises are left unattended.

Notice Clause

Notice is to be given to Underwriters immediately of any change in occupation of the said premises or if any of the buildings become unoccupied.

Stillage Warranty

Warranted that all stock is stored on racks, pallets or stillages at least 10cm above floor level.

Unoccupancy Conditions

- a. Warranted premises are made secure against illegal entry
- b. Warranted premises are regularly inspected, (at least once a week), and any defect found to be repaired immediately.
- c. Warranted main services disconnected.
- d. Excluding losses arising from building operations.
- e. Notice Clause.
- f. Cover limited to loss or damage caused by Fire, Lightning, Explosion and Aircraft Perils.

Contract Price Clause

In respect of goods sold but not delivered for which the Insured is responsible subject to sale contract which, following DAMAGE, is cancelled by reason of its conditions wholly or to the extent of DAMAGE, the liability of the insurer shall be based upon the contract price.

For the purpose of this Insurance the value of all goods to which this clause could apply in the event of the DAMAGE shall also be ascertained on this basis

Fire Extinguishing Appliances Maintenance Clause

In consideration of there being installed Fire Extinguishing Appliances it is warranted that the Assured will maintain the said Fire Extinguishing Appliances in full working order during the currency of this Insurance.

Nevertheless this Insurance shall not be invalidated by any defect in the Fire Extinguishing Appliances due to circumstances unknown to or beyond the control of the Assured

LPG Heating

It is warranted that no LPG heating should be used or stored on the assured's premises.

Portable Heating

It is warranted that no portable heating is to be used on the assured's premises other than in the canteen, kitchen and office area.

Cost Price Basis Clause

What the Insurer will pay for in respect of Stock is restated as follows:

The amount the Insurer will pay will be based on:

- the cost of replacing Stock at the cost price of the item(s) as recorded in your stock books.

Survey Clause

Cover hereon is strictly subject to receipt by Underwriters of a satisfactory survey carried out by an authorised surveyor within 45 days of the inception date of this insurance or by a date to be agreed by the Underwriter only and advised to the Insured.

Underwriters reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

The Insured shall implement the survey requirement(s) or as otherwise agreed by Underwriters within a period to be agreed by Underwriters and advised to the Insured.

If the Insured fails to implement the requirement(s) within the period agreed by Underwriters then all coverage shall terminate at the end of said period.

The following additional perils are covered if stated so on the schedule

Accidental Damage Extension

Section A is extended to include Accidental Damage to the premises during the period of insurance.

Excluding

1. Excluding loss destruction or Damage caused by defect inherent vice or any gradually operating cause or collapse/cracking of the building.
2. Subsidence, landslip and as regard new structures normal. Settlement or bedding down.
3. Mechanical or electrical breakdown and/or derangement of machinery or equipment
4. Unexplained loss or disappearance or Acts of fraud or dishonesty by the Assureds Directors, partners or employees not discovered within one month.
5. Explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus
6. or cracking, fracturing, collapse or overheating of boilers economisers, vessels tubes or pipes, nipple leakage or the failure of welds or joints
7. Depreciation
8. moth, vermin, climatic conditions (other than storm, tempest and flood) contamination, pollution, wear
9. and tear and gradual deterioration
9. change in water table level
10. Property being worked upon upon or due to faulty manipulation or to any part of any machine by its own ignition, electrical breakdown or burnout or water discharged or leaking
11. from any automatic sprinkler installation as a result of repairs, or alterations to the building or premises or of the installation being repaired, removed or extended or freezing whilst the Premises in the Assureds ownership or control are empty or disused.
12. Loss destruction or Damage to that part of the Property as a direct result undergoing any process of construction, repair, renovation or service
13. Money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, furs, works of art, precious metals or Vehicles licensed for road use, caravans, trailers, watercraft or aircraft or Land roads, pavements, piers, jetties, and bridges or Livestock growing crops or trees or Computers or data processing equipment or Consequential loss of any description.

Subsidence And Landslip Heave Extension

Cover under this Insurance extends to include Subsidence, Landslip or Heave of the site upon which the buildings stand,

EXCLUDING

- a. Loss or damage to domestic fixed fuel oil tanks, swimming pool, paved patios and terraces, walls, gates and fences, UNLESS the main building is also affected at the same time by the same peril
- b. Any claim for which compensation has been provided or would have been but for the existence of this insurance, under any contract or legislation or guarantee
- c. Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions
- d. Loss or damage due to coastal erosion
- e. The first £2,500 of each loss or damage sustained
- f. Loss or damage arising from faulty workmanship defective plans or the use of defective materials
Damage to solid floors caused by compaction of infill

SPECIAL CONDITIONS

Insofar as this insurance relates to **Damage** caused by Subsidence, Ground Heave or Landslip;

- a. The **Insured** shall notify the **Underwriters** immediately they become aware of any demolition, groundwork, excavation or construction being carried out on any adjoining site
- b. The **Underwriters** shall then have the right to vary the terms or cancel this cover.

Minimum Standards of Security

Level One Security.

Damage caused by Theft or attempted Theft is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length
2. All aluminum doors are fitted with a cylinder mortise deadlock
3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom.
4. Opening basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes(but excluding windows fanlights and skylights fitted with bars or grills) are all fitted with either ;
5.
 - a. Key operated window locks with the keys removed when in operation or
 - b. Solid steel bars (not less than 3/4" diameter and more than 5" apart securely fixed to the brickwork or masonry surrounding the window

Level Two Security

Damage caused by Theft or attempted Theft is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length.
2. All aluminum doors are fitted with a cylinder mortise deadlock
3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom
4. Basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes are fitted with solid steel bars (not less than 3/4 " diameter and more than 5" apart securely fixed to the brickwork or masonry surrounding the window
5. All shop front windows to be protected by a metal roller shutter or grill

Level Three Security

Damage caused by Theft or attempted Theft is not covered unless security of the premises are installed in accordance with the following specification and all such devices are put in to operation at night and whenever the premises are closed for business or left unattended

1. All exit doors of the premises are fitted with a mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length.
2. All aluminum doors are fitted with a cylinder mortise deadlock
3. All Fire Exits are fitted with a panic bar, redlam bolt and hinge bolts top and bottom
4. Basement windows and ground floor windows and fanlights and all other opening windows, fanlights and skylights that are accessible from roofs balconies and canopies, fire escapes or down pipes are fitted with solid steel bars (not less than 3/4 " diameter and more than 5" apart securely fixed to the brickwork or masonry surrounding the window
5. All shop front windows to be protected by a metal roller shutter or grill
6. The premises is protected by an Intruder Alarm as follows;
 - a. The intruder alarm is installed in accordance with the specification or system record approved by Underwriters and is put into full and effective operation at night and whenever the Premises are closed for business or left unattended. We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and the Assured have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn.

- b. The intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by Underwriters.
- c. all keys of the intruder alarm are removed from the Premises at night and whenever they are closed for business or left unattended. Where the Assured or an Employee occupies part of the Premises for residential purposes, the keys must be removed from the Business part of the premises.

Complaints

Our aim is to provide a first class standard of service. However, if you have any cause for complaint, you should in the first instance, contact the intermediary who arranged this **Certificate** for you. If you are in any way dissatisfied with their response or require further information or assistance, then you should contact:

Commercial Express Quotes Limited
Unit 4, Castlegate Court,
Castlegate Way,
Dudley DY1 4RD

If you are not satisfied with the way a complaint has been dealt with you may ask your insurer/Underwriter to review your case.

In respect of Sections A - I then please write to

Complaints Department
Lloyd's
One Lime Street
London
EC3M &HA

Telephone: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@Lloyds.com

In respect of Sections J, K and L then please write to

The Compliance Officer
International Insurance Company of Hannover Ltd
L'Avenir
Opladen Way
Bracknell, Berkshire
RG12 0PE

Telephone 01344 397 600
Fax 01344 397 601

If you remain dissatisfied and wish to make a complaint, and you are an eligible complainant, you may refer the matter at any time to:

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

Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

[Type text]

Financial Services Compensation Scheme

Underwriters at Lloyd's International Insurance Company of Hannover Ltd are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Underwriters at Lloyd's or Great Lakes Reinsurance (UK) PLC is unable to meet its obligations to you under this contract. If you are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the

Financial Services Compensation Scheme
7th Floor, Lloyd's Chambers,
Portsoken Street
London E1 8BN
and on their website www.fscs.org.uk.

Terrorism Extension

This Insurance is extended for the **Period of Insurance** stated above to include;

- a. loss of or **Damage to Property Insured** at the **Premises**, as stated in the **Schedule** to this Insurance, situated in the United Kingdom other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) and
- b. where applicable under this Insurance consequential loss arising from business interruption, the proximate cause of which is an Act of Terrorism duly certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority

provided always that the Terrorism Insurance provided under this Extension is

- A. limited to loss or **Damage** occasioned by or happening through or in consequence of acts of persons acting on behalf, of or in connection with any, organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the **Underwriters** allege that any loss or **Damage** is not covered by this Extension the burden of proving that such loss or **Damage** is covered shall be upon the **Insured**

- B. not applicable to;
 1. any land or building of which any part is
 - a. insured in the name of an individual; or
 - b. occupied as a private residence, or owned or occupied in the name of an individual, unless
 - i) the part so occupied/owned is less than 80% of the land or building as a whole; and
 - ii) the proportion of such land or building which is commercially occupied is more than 20%; and
 - iii) any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured
 - under the same **Certificate** to which this Extension applies and which otherwise insures the part which is not so occupied, or owned or occupied, or
 - separately, but in any event not in the name of an individual

(where any person holds or owns flats or houses insured hereunder as a trustee pursuant to the terms of a trust, or by way of a business as a sole trader, such person shall not be construed as an 'individual' for the purposes of this proviso B.1, unless such person occupies any such flat - not including a block of flats - or house as a private residence)

2. any Nuclear Installation or Nuclear Reactor
Nuclear Installation
Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for;
 - a. the production or use of atomic energy
 - b. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiationsor
 - c. the storage processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Nuclear Reactor means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

- C. not subject to any of the excluded perils specified in this Insurance other than those applying specifically in respect of the Terrorism Insurance provided under this Extension as stated in E and F below
- D. subject otherwise to the terms conditions exclusions deductibles and limits of this Insurance except as expressly varied hereby
- E. subject to the exclusion of war and allied risks, defined as any loss whatsoever occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- F. subject to the exclusion of digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;
 - 1. **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not, where such **Damage** is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack or
 - 2. consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horse's worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the **Insured** or not.

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to **Damage** interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include, but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks;

and provided that the **Underwriters** liability in respect of all losses arising out of any one occurrence and, where applicable under this Insurance, in the aggregate in any one **Period of Insurance** shall not exceed the limits as otherwise specified in this Insurance.

Irrespective of the currency in which this Insurance is expressed, the limit of liability and the premium for the Terrorism Insurance affected by this Extension will be determined in sterling.

Special Conditions

The Terrorism Insurance provided under this Extension shall not apply to;

- a. any Long Term Agreement / Undertaking to which this Insurance is subject
- b. any terms in this Insurance that provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**
- c. any aggregate limit contained in this Insurance regarding the amount to be borne by the **Insured** as a result of the operation of a deductible

Special Provision

Notwithstanding anything stated herein to the contrary, this Terrorism Extension applies also to any **Property Insured** at the **Premises**, as stated in the **Schedule** to this Insurance, which is insured in the name of an individual and is occupied as a private residence, other than in respect of any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from;

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b. chemical and/or biological and/or radiological irritants contaminants or pollutants.