

## CX Shop Certificate Wording

Effected through:

**Commercial Express Quotes Limited**

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG32103 to the undersigned by certain Insurance Companies, 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:

- 1) 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**;
- 2) 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 - G 100% with Certain Underwriters at Lloyd's  
Sections H - 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 Shop 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  
To make a claim under your Certificate (Sections A-G)  
To make a claim under your Certificate (Section H )

Your Insurance Agent  
0845 604 6615 or 02920 558 639  
0845 094 2077

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## Certificate Information

(Not forming part of this Certificate)

This Certificate has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

This Certificate consists of

- a. the Introduction which explains the basis on which the cover is provided
- b. the Schedule which shows who is the **Insured** the **Business** being covered and other Certificate particulars such as the **Period of Insurance** (also included with the Schedule are details of which Sections are operative)
- c. the General Certificate Definitions Exceptions and Conditions which incorporate definitions and terms that apply to the whole Certificate
- d. the Sections of the Certificate which give precise details of the cover being provided
- e. any Endorsement(s) which might apply to the Certificate or individual Sections and which incorporate cover amendments extensions limitations and such like.

Immediate notice should be given to the Insurers of any changes as these may affect the insurance provided by this Certificate

Alterations in the cover required after issue of the Certificate will be confirmed by separate Endorsement(s) which you should file with the Certificate. You should refer to these Endorsement(s) and the Certificate to ascertain precise details of cover currently in force.

Your insurance intermediary will be able to provide any help or information that you might require. If you have a complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk>

### Data Protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires **Us**. As part of the FSA's duties, **We** may be asked to provide them with access to **Our** customer records in order that they may carry out a review of **Our** activities. Some or all of the information you supply to **Us** in connection with your insurance **Proposal** will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in **Our** records, whether electronically or manually. If you have any queries, please write to the managing director at the above address.

### Disclosure

Your insurance is based upon the information provided to Commercial Express Quotes Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

### Duration of cover

The insurance is normally for a period of 12 months unless shown differently on the Certificate Schedule.

### Your right to cancel

Cooling Off period - If this insurance does not meet your requirements, please advise your Broker, Intermediary or Agent who arranged the Certificate in writing within the first 14 days of the **Period of Insurance** and return any documents issued in relation to this Certificate. The Certificate will be null and void and any premium paid will be returned in full. Please refer to General Certificate Conditions, No 3 Cancellation.

## 1. Introduction

- 1.1 Each Section of this Certificate the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Certificate Definitions, Exclusions and Conditions and the **Proposal** shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in
  - 1.2.1 the Schedule, any Certificate Endorsement(s) or this Introduction and the General Certificate Definitions, Exclusions and Conditions shall have the same meaning throughout the Certificate unless otherwise Indicated.
  - 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the **Insured** within the terms of and subject to the exclusions and conditions of this Certificate in respect of liability, loss or **Damage** as set out in each Section and/or Endorsement occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The subscribing Insurers' obligations under this Certificate are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.
- 1.5 The **Proposal** and/or Statement of Fact made by the **Insured** is the basis of and forms part of this Certificate.

## 2. Choice of Law applicable to this contract

- 2.1 The Parties are free to choose the law applicable to this Certificate. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

## General Certificate Definitions

Wherever the following words or phrases occur in the Certificate they will have the meaning described below unless otherwise indicated

**Bodily Injury** means death, illness, disease or injury

**Buildings** shall mean building or **Buildings** built mainly of brick, stone or concrete and roofed with slate, tile or concrete including landlords fixtures and fittings, walls, gates and fences the property of the **Insured** or for which the **Insured** is responsible at the **Premises**.

**Business** shall mean the **Insured's Business** stated in the Schedule.

**Damage** shall mean accidental physical loss or destruction of or **Damage** to the property insured.

**Excess** means the first part of each and every claim as ascertained after all other terms of this Certificate have been applied.

**Insured** means the person, persons or corporate body named as such in the Schedule.

**Keyholder** means the **Insured** or any person or key holding company authorised by the **Insured** who is available at all times to accept notification of faults or alarm signals relating to the alarm system, attend and allow access to the **Premises**.

**Outbuilding** means any building

- i) at the **Premises** specified in the Schedule; and
- ii) which does not incorporate permanent foundations below ground level; and/or
- iii) which is not capable of being properly secured including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

**Period of Insurance** means the period specified in the Schedule and any additional period agreed by the Insurers as provided in any Endorsement.

**Premises** means the Building or **Buildings** and any **Outbuildings** occupied by the **Insured** in connection with the **Business** including walls, gates and fences at the **Premises** specified in the Schedule to each Section.

**Proposal** means any information provided by the **Insured** in connection with this insurance and any declaration made in connection therewith.

**Responsible Person** shall mean the **Insured** or any other person authorised by the **Insured** to be responsible for the security of the **Premises**

**Sum Insured** means the amount specified as the **Sum Insured** for each item in the Schedule.

**We/Us/Our/Underwriters**

Certain Underwriters at Lloyd's.

## General Certificate Exclusions

The following exclusions will apply to the indemnity given under the whole of this Certificate (including all Sections and Endorsements) unless otherwise indicated.

### 1. Radioactive Contamination

The Insurers shall not provide indemnity under this Certificate in respect of any

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

### 2. 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 H 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**.

### 3. Sonic Bangs

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or **Damage** or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 4. Confiscation

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or **Damage** directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of or **Damage** to property by or under order of any government, municipal, local or customs authority.

### 5. 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 exclusion 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 organisation(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 or disrupt any segment of the economy.

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

## 6. Electronic Data Recognition Exclusion

### 1. Electronic Data Exclusion

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 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'.

- b. However, in the event that a peril listed below 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

### 2. 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 from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such electronic data to the Assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

## 7. 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
- ii) Any other **Premises** or facilities eligible for insurance by any local Nuclear Pool and/or Association.

#### 8. Asbestos Exclusion

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, presence 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

#### 9. Northern Ireland

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or **Damage** to any property in Northern Ireland occasioned by or happening through or in consequence of directly or indirectly

- a. civil commotion
- b. any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

For the purpose of this Exclusion:

Unlawful Association means any organisation which is engaged in Terrorism and includes any organisation which at the relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973

“Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

In any action suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or **Damage** is not covered by this Certificate the burden of proving that such loss, destruction or **Damage** is covered will be upon the **Insured**

#### 10. 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
- 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 Certificate that provides insurance, in whole or in part, for these matters

#### 11. Contamination and Pollution Exclusion Clause

1. This Certificate 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 or 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 more 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

All other terms and conditions of this agreement shall be unaltered and especially the exclusions shall be superseded this clause.

#### 12. 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 (eg power, gas, water, communications) due to any act of Terrorism.

#### 13. 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.

## General Certificate Conditions

This Certificate and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such meaning wherever it may appear.

### 1. Alteration in Risk or Interest

This Certificate shall be avoided with effect from the date the event occurs if after the commencement of this Insurance

- i) the risk is materially increased; or
- ii) the interest of the **Insured** ceases; or
- iii) the **Business** does any of the following
  - 1. making a composition or arrangement with creditors; or
  - 2. have a **Proposal** for a voluntary arrangement for a compromise of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986, or
  - 3. have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator; or
  - 4. have a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator, receiver or receiver and manager of his **Business** or undertaking duly appointed; or
  - 5. have an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

unless agreed by the Insurers in writing.

### 2. Arbitration

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

This Condition shall not apply to Section H -Liability.

### 3. Cancellation

**Underwriters** may terminate this Insurance by giving 14 days notice in to the **Insured** at their 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 £75.00 + IPT + any administration fee.

### 4. Claims

- a. The **Insured** shall in the event of any occurrence likely to give rise to a claim under this Certificate report it immediately to the Insurers and provide in writing full details within 30 days (within seven days if caused by riot or civil commotion) and at the **Insured's** own expense:
  - i) in the event of **Damage** by malicious persons or theft notify the Police immediately and render all reasonable assistance in causing the discovery of any guilty person and in tracing and recovering the stolen property
  - ii) take immediate action to minimise loss and avoid interruption or interference with the **Business** and to prevent further **Bodily Injury** or **Damage**
  - iii) give all evidence information and assistance as the Insurers may require together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with such claim
  - iv) forward to the Insurers immediately upon receipt every letter claim writ summons or legal process
  - v) notify the Insurers immediately when the **Insured** has knowledge of an impending prosecution coroner's inquest or fatal accident inquiry

- b. No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the Insurers who 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 take proceedings at their own expense and for their own benefit in the name of the **Insured** to recover compensation or secure indemnity from any third party in respect of any event **insured** by this Certificate and the **Insured** shall give all information and assistance in respect of such action.
- c. On the happening of any **Damage** to property **insured** the Insurers shall be entitled to enter any **Buildings** where the **Damage** has occurred and to take and keep possession of the property **insured** and to deal with the salvage in a reasonable manner and this Condition shall be proof of leave and licence for such purpose. No property may be abandoned to the Insurers.

#### Notice

- a. In respect of claims under this Certificate, the **Insured** should:  
To make a claim under your Certificate (Sections A-G) telephone - 0845 604 6615 or 02920 558639  
To make a claim under your Certificate (Section H) telephone - 0845 094 2077
- b. In respect of any other information where the Insurers require the **Insured** to notify them under the terms of this Certificate, the **Insured** should contact their insurance intermediary.

#### 5. Designation

For the purpose of determining where necessary the item heading under which the property is **insured** the Insurers agree to accept the designation under which property has been entered in the **Insured's** books.

#### 6. Duties of the Insured

The **Insured** shall take all reasonable care:

- a. to prevent any event which may give rise to a claim under this Certificate
- b. to maintain the **Premises** machinery and equipment and everything used in the **Business** in efficient and safe working condition
- c. in the selection and supervision of employees
- d. to comply with all statutory and other obligations and regulations imposed by any authority
- e. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

#### 7. Fraud

If any claim under this Certificate shall be in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on his behalf to obtain any benefit under this Certificate all such benefit shall be forfeited. This Certificate shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

## 8. Frying and Cooking Equipment Conditions

It is a condition precedent to liability that;

- a. all frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials
- b. all extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
- c. all extraction ducts will be cleaned regularly and maintained and checked at least once every 6 months by a specialist contractor
- d. the record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the Premises and will be made available for inspection at any time
- e. frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f. multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- g. frying ranges will not be left unattended whilst in use
- h. all naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day.
- i. 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.

## 9. Inflation Protection Clause

The Insurers will adjust the **Sums Insured** in respect of Sections A - **Buildings** in line with suitable indices of costs and the renewal premium will be based on the adjusted **Sums Insured**.

## 10. Instalment Premiums

If you default under a credit arrangement to pay the premium, all coverage ceases from the default date unless we agree in writing to re-instate cover.

## 11. Intruder Alarm Installation

- i) Where the Premises are protected by an Intruder Alarm Installation
  1. such installation must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurers; and
  2. such installation must be maintained under contract with the installers or as otherwise approved by the Insurers; and maintained under contract by a company which is either included in the official list of recognised firms of the National Security Inspectorate (NSI), or the Security System and Alarm Inspections Board (SSAIB) or approved by Underwriters
  3. the **Insured** shall immediately notify the Insurers upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been (or will be) reduced or delayed; and
  4. the Premises shall not be left without at least one **Responsible Person** therein without the agreement of the Insurers
    - ii) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation; or
    - iii) where the level of response is reduced to no police attendance **Keyholder** response only; and the **Insured** shall appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and Police; and
  5. in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set, a **Keyholder** shall attend the Premises as soon as reasonably possible.
- ii) A **Keyholder** is appointed and can be the **Insured** or any person or keyholding company authorised by the **Insured** who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm system and allow access to the Premises.

## 12. Misdescription

This Certificate shall be avoided with effect from inception in the event of misrepresentation, misdescription or non-disclosure of any material particular.

**13. Observance**

Every Condition shall from the time the Condition attached apply and continue to be in force during the whole currency of this Certificate and non-compliance with any such Condition whether it increases the risk of **Damage** or not shall be a bar to any claim provided that whenever this Certificate is renewed a claim occurring during the renewal period shall not be barred by reason of a Condition not having being complied with at any time before the commencement of such period

The due observance and fulfilment of the terms, Provisions, Conditions, Special Clauses and Endorsements of this Certificate by the **Insured** in so far as they relate to anything to be done or complied with by the **Insured** will be a condition precedent to any liability of the **Underwriters** except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to **Employees**.

**14. Other Insurance and Average**

a. Applicable to all sections other Section C

- i) if at the time of any **Damage** there is any other insurance effected by or on behalf of the **Insured** covering any of the property **Damaged** the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such **Damage**
- ii) if any other insurance shall be subject to any average (under insurance) condition this Section if not already subject to any Condition of Average shall be subject to Average in like manner
- iii) if any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the **Underwriters** hereunder shall be limited to that proportion of the **Damage** as the **Sum Insured** hereby bears to the value of the property.

b. Applicable to Section C

If at the time of any **Damage** resulting in a loss under this Section there be any other insurance effected by or on behalf of the **Insured** covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss

**15. Protective Measures**

This Certificate shall not cover **Damage** consequent upon access to the **Premises** having been effected during any time when the **Premises** are closed against customers and/or callers unless all locks bolts shutters and other protective measures operative at the inception date of this insurance or as subsequently stipulated or agreed by the Insurers are in operation.

**16. Subrogation**

Any claimant under this Certificate shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any payment is made by the **Underwriters**

The Insurers shall be entitled to prosecute in the **Insured's** name for the Insurers' benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and the **Insured** shall give to the Insurers all such information and assistance as the Insurers may reasonably require.

**17. Several Liability Notice**

The subscribing **Underwriters** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

**18. Unoccupancy**

The Insurers must be notified in writing immediately any Building becomes unoccupied by any person or is no longer in active use in connection with the **Business** for a period of 14 consecutive days during the period of **Insurance** and Unoccupancy condition will apply with immediate effect

**Unoccupancy Conditions**

It is a condition precedent to liability that when any building (or part thereof) are untenanted or Unoccupied:

- a. all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b. All water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c. all reasonable precautions are taken to ensure that the **Buildings** are secure against entry by intruders including:
  - i) securely locking and fastening all doors and windows
  - ii) any letter boxes being sealed
  - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d. all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e. tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming Unoccupied
- f. the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insureds** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g. notice is to be given to **Underwriters** when any untenanted or Unoccupied building (or part thereof) is again occupied

**Underwriters** shall not be liable for any **Damage** or Injury arising out of or in connection with any works of alteration demolition refurbishment or renovation.

Specified Perils are hereby restricted to fire, lightning, aircraft and explosion only.

**19. Electrical Circuit Maintenance Condition**

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 3 year period and an IEE test certificate is issued showing no deviations.

**20. External Smoking Condition**

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the **Buildings**.

**21. Flat Roof Maintenance Condition**

It is a condition precedent to liability in respect of **Damage** by storm, tempest and flood that any flat felted roof portion of the **Premises** shall have been inspected at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

**22. Residential Tenants Clause**

It is a condition precedent to liability that any Residential portion(s) of the **Premises** are not let or used by;

- a. local authorities or the department of social security
- b. asylum seekers.

23. **Storage of Combustible Materials in the Open Condition**

It is a condition precedent to liability that no combustible materials are externally stored within 2 metres of the **Buildings** outside business hours

24. **Weekly Waste Condition**

It is a condition precedent to liability that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week

## Section A - Buildings

### 1. Definitions (For the purpose of this Section only)

**Buildings** - shall extend to include:

- a. **Fees** - architects surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the **Buildings** with the consent of the Insurers. Fees incurred for the preparation of any claim are not included
- b. **Removal of Debris** - costs and expenses necessarily incurred with the consent of the Insurers in removing debris dismantling or demolishing or shoring-up or propping the **Damaged** portion or portions of the **Buildings**
- c. **Additional Costs** - incurred in reinstatement to comply with Act of Parliament or Local Authority bye-law provided that notice under such Act or byelaw had not been served on the **Insured** before the **Damage** occurred up to 10% of the **Sum Insured** on each **Building** the subject of **Damage** insured under this Section and this limit shall apply to Definitions a) b) and c) separately.

### 2. The Cover

The Insurers will indemnify the **Insured** for **Damage** to the **Buildings** caused by an **Insured** Event stated as operative in the Schedule.

#### Insured Events

1. **Specified Perils**
  - a. Fire, lightning, explosion, subterranean fire & earthquake.
  - b. Aircraft or other aerial devices or articles dropped from them.
  - c. Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons.
  - d. Storm tempest or flood bursting or overflowing of fixed water tanks apparatus pipes or fixed oil fired heating installations.
  - e. Leakage of beer or other bulk supplied beverages from fixed tanks pipes and apparatus
  - f. Impact by any road vehicle or animal.
  - g. Falling trees or parts thereof not resulting from any process of felling or lopping operation but not the cost of their removal and disposal nor any resulting **Damage** to hedges gates or fences.
  - h. Breakage or collapse of television or radio aerials dishes, fittings or masts.
  - i. Theft or attempted theft by forcible or violent entry only
2. **Accidental physical Damage** caused by any event not excluded in this Certificate.
3. **Subsidence** or ground heave of any part of the site on which the **Premises** stand or landslip excluding
  - a. the amount of the **Excess** specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Certificate (including but not limited to Clause 5 iii) of this Section) have been applied.
  - b. **Damage** to yards car parks roads pavements swimming pool(s) gates and fences unless also affecting a **Building insured** under this Certificate.
  - c. **Damage** caused by or consisting of
    - i) the normal settlement or bedding down of new structures
    - ii) the settlement or movement of made up ground
    - iii) coastal or river erosion
    - iv) defective design or workmanship or the use of defective materials
    - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - d. **Damage** which originated prior to the inception of this Certificate
  - e. **Damage** resulting from groundworks or excavation at the **Premises**

*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.

### 3. Limit of Liability

The liability of the Insurers under this Section A shall not exceed the **Sum Insured** by each item stated in the Schedule to Section A for the **Period of Insurance** or the limit specified in any extension under Clause 6 of Section A.

### 4. Basis of Claims Settlement

- i) Where the **Buildings** are destroyed - the cost of rebuilding in a condition equal to but not better or more extensive than their condition when new.
- ii) Where the **Buildings** are **Damaged** - the cost of repair and restoration of the **Damaged** portion of the **Buildings** to a condition substantially the same as but not better or more extensive than their condition when new.
- iii) Where for any reason a payment cannot be made in accordance with i) and ii) above the liability of the Insurers will be arrived at as if this Basis of Claims Settlement had not been incorporated and shall be subject to the terms and conditions of this Section including Condition 5 iii) Average.

### 5. Conditions

- i) The work of the rebuilding or restoration (which may be carried out upon another site and in any manner suitable to the **Insured's** requirements subject to the Insurers Limit of Liability not being increased) must be carried out within a reasonable amount of time.
- ii) No payments shall be made until rebuilding repair or restoration costs have actually been incurred unless otherwise agreed in writing by the Insurers.
- iii) Average - if at the time of **Damage** the cost of rebuilding the property **insured** be collectively greater than the **Sum Insured** detailed in the Schedule then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the **Damage** accordingly.

### 6. Extensions

Cover under this Section is extended to include:

1. **Underground Services** - accidental physical **Damage** to underground pipes services and cables at the **Premises** for which the **Insured** is responsible.
2. **Transfer of interest** - if at the time of **Damage** to the **Buildings insured** by this Section the **Insured** shall have contracted to sell his interest in such **Buildings** and the purchase has not been but shall thereafter be completed the purchaser on completion of the purchase if and so far as the property is not otherwise **insured** by or on behalf of the purchaser against such **Damage** shall be entitled to the benefit of this Section so far as it relates to such **Damage** without prejudice to the rights and liabilities of the **Insured** or the Insurers under this Section up to the date of completion.
3. **Automatic Reinstatement** - in the absence of written notice by the **Insured** or the Insurers to the contrary the **Sum Insured** reducing following **Damage** will be automatically reinstated as from the date of the occurrence the **Insured** undertaking to pay the appropriate additional premium.
4. **Sanitary Ware** - accidental breakage of sanitary fixtures and fittings for which the **Insured** is responsible.

5. **Trace and Access** - the reasonable costs necessarily incurred by the **Insured** in locating the source and subsequent making good **Damage** resulting from
- a. the escape of water from any tank apparatus or pipe excluding cost of repair / replacement / **Damage** to the tank apparatus or pipe from which the water escaped.
  - b. accidental physical **Damage** to cables underground pipes or drains serving the **Premises** provided that the maximum amount payable under this Extension shall not exceed in any one **Period of Insurance** GBP 2,500.
6. **Rent Receivable** - In the event of **Damage** to the **Buildings** by any operative insured peril which renders the **Buildings** of the **Premises** uninhabitable, in respect of Rent Receivable, **Underwriters** will pay to the **Insured**.
- The amount by which the Rent Receivable by the **Insured** during the period stated in the relevant item above, in consequence of the **Damage**, falls short of the rent which would have been received during the period had the **Damage** not occurred.  
Less any **Savings** in respect of expenditure payable out of Rent Receivable which reduces or ceases in consequence of the **Damage**.

In arriving at the amount of Rent Receivable such adjustment shall be made as may be necessary to provide for trend, variations or other relevant circumstances, either before or after the **Damage**, so that the figures thus adjusted shall represent as nearly as may be reasonable practicable the rent which but for the **Damage**, would have been obtained during the relative period after the **Damage**.

If following the **Damage** the amount of Rent Receivable is maintained by the provision of alternative accommodation by the **Insured** such rent shall be taken into account in calculating the amount payable.

If at the time of **Damage** the **Sum Insured** by any item on Rent Receivable is less than the amount of rent which would have been received during the **Period of Insurance** if the **Damage** had not occurred (or a proportionately increased multiple thereof if the rental period exceeds 12 months) the amount payable shall be proportionately reduced.

**Underwriters** Limit of Liability on any item of Rent Receivable shall not exceed the **Sum Insured** stated in the Schedule

7. **Exclusions (Applying to Insured Events (1) and (2) only)**

The Insurers shall not indemnify the **Insured** for:

1. the amount of the **Excess** specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Certificate (including but not limited to Condition 5 Average of this Section) have been applied unless arising from **Insured** Event (1) Specified Perils (a) or (b) unless otherwise stated herein.
2. costs and expenses arising from **Damage** caused by pollution or contamination except (unless otherwise excluded) **Damage** to the property insured caused by pollution or contamination resulting from **Insured** Event (1) Specified Perils (a), (b), (c), (d) or (f).
3. Consequential loss of any kind or description

4. **Damage caused by:**
  - a. frost
  - b. wear, tear, gradual deterioration, depreciation, rust or corrosion, inherent vice or defect, it's own faulty defective design or materials, vermin insect infestation extremes or changes in temperature or humidity, wet or dry rot, shrinkage, evaporation, damp or mildew or seepage below ground level
  - c. collapse, cracking, settling, shrinkage or expansion of foundations, walls, floors, ceilings or roofs
  - d. subsidence, heave or landslip of the site on which the **insured** property stands
  - e. disappearance or shortages disclosed only at the time of inventory or not traceable to a specific event
  - f. mechanical or electrical breakdown or lifts or any other plant or equipment.
5. **Damage to:**
  - a. boilers caused by cracking or fracturing
  - b. hedges, gates or fences, **Outbuildings** or walls caused by storm, tempest or flood
  - c. television or radio aerial dishes fittings or masts as a result of erection, fitting, dismantling, repair or maintenance operations
  - d. any fixed glass, signs, blinds or canopies
  - e. **Buildings** caused by their own collapse unless resulting from **Insured Event 1. Specified Perils (a) to (e) inclusive**
6. **Damage** attributable solely to changes in the water table level.
7. **Damage** caused by Specified Perils (c) to (i) under **Insured Event 1** if the **Premises** are **Unoccupied**.

## Section B - Contents

### 1. Definitions

(For the purpose of this Section only)

1. **Trade Contents** - shall mean all contents other than **Stock** but including office equipment decorations and improvements fixtures and fittings and landlords fixtures and fittings for which the **Insured** is responsible and insofar as they are not otherwise **insured** including:
  - a. personal effects and pedal cycles belonging to the **Insured**, their partners directors or employees up to an amount not exceeding £750 any one person
  - b. documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or 15% of the **Trade Contents Sum Insured** whichever is the less
  - c. computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the **Trade Contents Sum Insured** whichever is the less.
2. **Stock** - shall mean stock in trade and goods in trust the property of the **Insured** or for which the **Insured** is responsible.
3. **Household Goods** - shall mean **Household Goods** and personal effects the property of the **Insured** or resident manager or any member of their family permanently residing with them or for which they are responsible provided such property has been included in the **Proposal** on which this insurance is based.
4. **Property Insured** - shall mean **Trade Contents**, **Stock** and **Household Goods** as defined under this Section B

### 2. The Cover

The Insurers will indemnify the **Insured** for **Damage** to **Property Insured** whilst contained within the **Buildings** caused by an **Insured Event** stated as operative in the Schedule

## Insured Events

### 1. Specified Perils

- a. Fire lightning explosion subterranean fire, earthquake.
- b. Aircraft or other aerial devices or articles dropped from them.
- c. Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons.
- d. Storm tempest or flood bursting or overflowing of fixed water tanks apparatus pipes or fixed oil fired heating installations.
- e. Leakage of beer or other bulk supplied beverages from fixed tanks pipes and apparatus.
- f. Impact by any road vehicle or animal.
- g. Falling trees or parts thereof not resulting from any process of felling or lopping operation but not the cost of their removal and disposal nor any resulting **Damage** to hedges gates or fences.
- h. Breakage or collapse of television or radio aerials dishes fittings or masts.
- i. Theft or attempted theft by forcible or violent entry only

### 2. Accidental physical **Damage** caused by any event not excluded in this Certificate.

3. **Subsidence** or ground heave of any part of the site on which the **Premises** stand or landslip excluding
  - a. the amount of the **Excess** specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Certificate (including but not limited to Clause 5 of this Section) have been applied.
  - b. **Damage** to yards car parks roads pavements swimming pool(s) gates and fences unless also affecting a **Building insured** under this Certificate.
  - c. **Damage** caused by or consisting of
    - i) the normal settlement or bedding down of new structures
    - ii) the settlement or movement of made up ground
    - iii) coastal or river erosion
    - iv) defective design or workmanship or the use of defective materials
    - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - d. **Damage** which originated prior to the inception of this Certificate
  - e. **Damage** resulting from
    - i) demolition construction structural alteration or repair of any property or
    - ii) groundworks or excavation at the **Premises**

### 3. Limit of Liability

The liability of the Insurers under this Section B shall not exceed the **Sum Insured** by each item stated in the Schedule to Section B for the **Period of Insurance** or limit specified in any Extension under this Section.

### 4. Basis of Claims Settlement

- i) **Trade Contents** - the cost of repair or replacement as new (but not better or more extensive than it's condition when new) with no deduction being made for wear and tear or depreciation other than for clothing
- ii) **Stock** - the cost price of the goods.
- iii) **Household Goods** - the cost of repair or replacement as new no deduction being made for wear and tear or depreciation other than for clothing.
- iv) Where for any reason a payment cannot be made in accordance with i) ii) and iii) above, the liability of the Insurers will be arrived at as if this Basis of Claims Settlement had not been incorporated and shall be subject to the terms and Conditions of this Section including Condition 5 - Average.

### 5. Conditions

**Average** - if at the time of **Damage** the value of **Property Insured** by each item be collectively greater than the **Sum Insured** detailed in the Schedule then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the **Damage** accordingly.

**Stillage Warranty** - It is warranted that all **Stock** stored at or below ground level or in basements to be raised on racking, stillages, pallets or the like to allow at least 15 centimetres airspace between the **Stock** and floor level

## 6. Extensions

Cover under this Section is extended to include:

1. **Removal of Debris** - costs and expenses necessarily incurred in the removal of debris following **Damage insured** by this Section to the **Property Insured** provided the amount payable by the Insurers under this Extension shall not exceed £25,000
2. **Locks and Keys** - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the **Premises** following theft of keys by force or violence subject to a maximum of £1,000 any one claim
3. **Architects Surveyors Legal and Other Fees** - costs of architects surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the **Trade Contents** following **Damage insured** by this Section provided the amount payable by the Insurers under this Extension shall not exceed £25,000. Fees for the preparation of any claim are not included
4. **Public Authorities Costs** - costs incurred following **Damage insured** by this Section to the **Trade Contents** where reinstatement is required solely to comply with any Act of Parliament or Local Authority bye-law provided that notice under such Act or bye-law had not been served on the **Insured** before such **Damage**
5. **Automatic Reinstatement** - in the absence of written notice by the **Insured** or by the Insurers to the contrary the **Sum Insured** reducing following **Damage insured** will be automatically reinstated as from the date of the occurrence the **Insured** undertaking to pay the appropriate additional premium
6. **Seasonal Increase** - the **Sums Insured** for **Stock** only shall be increased by 25% during the months of November and December and the first 14 days of January
7. **Temporary Removal** - **Trade Contents** temporarily removed for cleaning renovation or repair within **Buildings** anywhere in the United Kingdom subject to the liability of the Insurers not exceeding 10% of the **Sum Insured** for **Trade Contents**
8. **Sanitary Ware** - accidental breakage of sanitary fixtures and fittings for which the **Insured** is responsible
9. **Fixed Glass Signs Blinds and Canopies** - accidental **Damage** to fixed glass signs blinds or canopies occurring at the **Premises** including:
  - a. costs involved in necessary boarding up pending replacement of glass
  - b. any lettering ornamentation or alarm foil
  - c. **Damage** to contents of display windows showcases or counters provided that the Insurers shall not indemnify the **Insured** for:
    - i) more than £1,000 any one claim under 9a) 9b) 9c) above in the aggregate and £1,000 any one sign blind or canopy unless otherwise stated herein
    - ii) **Damage** to frames or framework unless the glass therein is broken at the same time
    - iii) superficial cracks or chipping
10. **Underground Services** - accidental physical **Damage** to underground pipes services and cables at the **Premises** for which the **Insured** is responsible provided the amount payable by the Insurers under this Extension shall not exceed £25,000

11. **Goods in Transit - Damage to Stock** under Section B whilst in transit anywhere in the United Kingdom including:
- a. **Damage** arising from loading and unloading of vehicles
  - b. the costs of removal of debris and site clearance following **Damage insured**
  - c. the cost of the transfer of property to another vehicle following **Damage insured**
- Provided that:
- i) vehicles are maintained in a roadworthy condition
  - ii) security locks alarms and other security devices are maintained in an efficient working condition
  - iii) all doors be locked windows and other openings closed and securely fastened and all alarms and other security devices be made operative whenever the vehicles are left unattended
  - iv) vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this extension overnight shall mean from 9.00pm or whenever the vehicle was last occupied whichever is the earlier to 6.00am or until the vehicle is first used whichever is the later)
  - v) the Insurers liability under this Extension shall not exceed £5,000 any one claim
  - vi) the Insurers shall not be liable for the first £100 of each and every claim.
12. **Garden Furniture - Damage** to garden furniture in the grounds of the **Premises** by an **Insured Event** stated in the Schedule up to a maximum of £500 any one claim including theft not involving forcible and violent entry to the **Premises** but excluding the first £100 of each and every claim
13. **Theft Damage to Buildings - Damage** to the **Buildings** for which the **Insured** is responsible caused by theft or any attempt thereat provided that the Insurers shall not indemnify the **Insured** for more than 10% of the **Trade Contents Sum Insured**
14. **Loss of Metered Water** - the unit cost of metered water at the current rate per cubic metre consumed as a direct result of **Damage** arising from any accidental cause up to an amount not exceeding £2,500 in respect of any one claim and £5,000 in the aggregate in any one **period of insurance**.  
You must record the reading of the meter at intervals of not more than 30 days.
15. **Rent Payable** - the **Insured's** legal liability as tenant to pay rent for the period not exceeding two years during which the accommodation is untenable as a result of any **Insured Event** stated as operative in the Schedule up to a maximum of 25% of the **Sum Insured** by this Section
16. **Damage to Landscaped Gardens** - the cost of restoring any **Damage** done to landscaped gardens for which the **Insured** is responsible by the Emergency Services in attending the **Premises** as a result of any **Insured Event** stated as operative in the Schedule up to a maximum of £1,000 in any one **Period of Insurance**.

**All risks extension (this only applies if this is section is operative on your schedule)**

The following **Insured Event** (4) is added to Clause 2 (The Cover) of Section B Contents of this Certificate:

**Insured Event (4) - "All Risks"**

The Cover in respect of any item under Section B (Contents) of the Schedule suffixed with '("All Risks")' is as stated below and not as otherwise stated herein:

The Insurers will indemnify the **Insured** in respect of **Damage** occurring during the **Period of Insurance** to the property **insured** described in the Schedule. The Insurers will not indemnify the **Insured** for:

1. consequential loss of any kind or description.
2. **Damage** caused by
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, the **Insured's** own faulty or defective design or materials; or
  - b. faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of the employees
 but this shall not exclude subsequent **Damage** which itself results from a cause not being an excepted cause under this **Insured** Event (4) otherwise excluded.
3. **Damage** caused by
  - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring scratching, vermin or insects; or
  - b. change in temperature or atmospheric or climatic conditions; or
  - c. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - d. erasure or distortion of information on computer systems or other records but this shall not exclude
    - a. such **Damage** which itself results from a Specified Perils defined under Event (1), or from any other cause under this **Insured** event or otherwise excluded
    - b. subsequent **Damage** which itself results from a cause not being an expected cause under this **Insured** Event (4) or otherwise excluded
4. any loss from Unattended Vehicle or Trailer
5. **Damage** by confiscation or detention by Customs or other officials or authorities
6. **Damage** caused by
  - a. acts of fraud or dishonesty by the **Insured's** employees:  
or
  - b. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;  
or
  - c. any process of fitting, testing, servicing, repair, renovation or adjustment
7. **Damage** caused by Pollution and/or Contamination but this shall not exclude such **Damage** caused by
  - a. Pollution and/ or Contamination which itself results from a Specified perils defined under Event (1)
  - b. a Specified Perils defined under Event (1) which itself results from Pollution and/ or Contamination unless resulting from an excluded cause under this **Insured** Event (4) or otherwise excluded.
8. the amount of the **Excess** specified in the Schedule in respect of each and every loss as ascertained after all other terms if this Certificate (including but not limited to Clause 5 of this Section) have been applied.

## 7. Exclusions (Applying to Insured Events (1) and (2) only)

The Insurers shall not indemnify the Insured for:

1. the amount of the **Excess** specified in the Schedule or as otherwise later specified in any Endorsement(s) in respect of each and every loss as ascertained after all other terms of this Certificate (including but not limited to Condition 5 Average of this Section) have been applied unless arising from **Insured Event (1) Specified Perils (a) or (b)** unless otherwise stated herein.
2. costs and expenses arising from **Damage** caused by pollution or contamination except (unless otherwise excluded) **Damage** to the property insured caused by pollution or contamination resulting from **Insured Event (1) Specified Perils (a), (b), (c), (d) or (f)**.
3. Consequential loss of any kind or description
4. **Damage** caused by:
  - a. frost
  - b. wear, tear, gradual deterioration, depreciation, rust or corrosion, inherent vice or defect, its own faulty defective design or materials, vermin insect infestation extremes or changes in temperature or humidity, wet or dry rot, shrinkage, evaporation, damp or mildew or seepage below ground level.
  - c. collapse, cracking, settling, shrinkage or expansion of foundations, walls, floors, ceilings or roofs.
  - d. subsidence, heave or landslip of the site on which the **insured** property stands.
  - e. any testing or repairing cleaning restoration renovation servicing or maintenance operation.
  - f. shrinkage evaporation loss of weight cracking bruising scratching exposure to light or change in colour texture or flavour.
  - g. mechanical or electrical breakdown derangement of machinery or equipment overloading or faulty materials design or workmanship (other than **Damage to Property Insured** not forming part of the same machine or equipment) electrical or magnetic disturbance or erasure of electronic recordings.
  - h. disappearance or shortage disclosed only at the time of inventory or stocktaking or not traceable to a specific event or misplacing or misfiling of information.
  - i. acts of fraud or dishonesty on the part of the **Insured** any director partner or employee of the **Insured** or any person to whom **Property Insured** has been entrusted.
  - j. theft or attempted theft not involving entry to or exit from the **Premises** by forcible and violent means.
  - k. theft or attempted theft from **Outbuildings** or when the **Premises** are empty and not in use.
  - l. delay loss of market loss of use or consequential loss of any kind.
5. **Damage** to:
  - a. motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps
  - b. medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by the Insurers and stated on the Schedule as being **Insured** by this Certificate
  - c. cash registers caused directly by theft or attempted theft of money
  - d. paintings prints and works of art with an individual value exceeding £500 unless specified herein
  - e. electrical appliances or installation caused by self-ignition, short-circuiting, over-running or excessive pressure
  - f. television or radio aerial dishes, fittings or masts as a result of erection fitting dismantling repair or maintenance operations
  - g. **stock** in any basement or cellar caused by water unless such **Stock** is raised at least 15cm above the floor
6. **Damage** attributable solely to changes in the water table level.
7. **Damage** caused by Specified Perils (c) to (i) under Insured Event 1 if the **Premises** are empty or not in active use

## Section C - Business Interruption

### 1. Definitions

(For the purpose of this Section only)

1. **Net Revenue** - shall mean the money paid or payable to the **Insured** for goods sold and services rendered in the **Business** at the **Premises** less the cost of purchases relative thereto.
2. **Loss of Net Revenue** - shall mean the shortage in the **Net Revenue** during the **Indemnity Period** compared with the corresponding period in the twelve months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting it either before or after the **Damage** or which would have affected it had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period** after the **Damage**.
3. **Increased Cost of Working** - shall mean the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing **Loss of Net Revenue** which but for such expenditure would have taken place during the **Indemnity Period** but not exceeding the **Loss of Net Revenue** thereby avoided.
4. **Savings** - shall mean such charges and expenses of the **Business** (normally payable out of **Net Revenue**) as may cease or be reduced during the **Indemnity Period** in consequence of the **Damage**.
5. **Indemnity Period** - shall mean the period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** (shown in the Schedule) thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.
6. **Notifiable Disease**  
Illness sustained by any person resulting from any human infectious or human contagious disease (excluding **Acquired Immune Deficiency Syndrome (AIDS)** or an **AIDS-related condition**) an outbreak of which the competent local authority has stipulated shall be notified to them.

### 2. The Cover

The Insurers will indemnify the **Insured** for **Loss of Net Revenue** and Clause 3 **Increased Cost of Working** or resulting from **Damage** by any of the **Insured Events** set out under Clause 2 of Section B and stated in the Schedule as being operative occurring at the **Premises** during the **Period of Insurance** to property used by the **Insured** for the purpose of the **Business** which causes interruption of or interference with the **Insured's Business** at the **Premises**

Provided that:

- a. payment has been made or liability admitted for the **Damage** under an insurance covering the interest of the **Insured** in the property; at the **Premises** b) payment would have been made or liability admitted for the **Damage** but for the operation of a provision in such insurance excluding liability for losses below a specified amount

### 3. Limit of Liability

The Insurer's liability in any one **Period of Insurance** shall not exceed in the whole the **Sum Insured** by each item or any other stated limit of liability

### 4. Basis of Claims Settlement

**Loss of Net Revenue** or **Increased Cost of Working** less any **Savings**

## 5. Conditions

- a. **Average** - if at the time of the **Loss the Net Revenue** as adjusted for the trend of the **Business** and the **Maximum Indemnity Period** shall be greater than the **Sum Insured** stated in the Schedule then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b. **VAT** - To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
- c. **Goods Sold Elsewhere** - if during the **Indemnity Period** goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** the money paid or payable in respect of such sales or services shall be brought into account in determining the **Loss of Net Revenue**.
- d. **Liquidation** - This Section shall be void if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance.

## 6. Extensions

Cover under this Section is extended to include

### 1. **Loss of Net Revenue or Increased Cost of Working** directly as a result of:

- a. **Denial of Access** - caused as a result of **Damage insured by Insured Event (1)** under Section B of this Certificate to property in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises** whether the **Premises** or property of the **Insured** in the **Premises** is **Damaged** or not but excluding **Damage** to property of any supply undertaking from which the **Insured** obtains electricity gas or water or telecommunications services which prevent or hinders the supply of such services
- b. **Loss of Utilities** - in consequence of **Damage** to the **Premises** of any public or private supply undertaking from whom the **Insured** obtains electricity gas or water by an event **insured by Insured Event (1)** under Section B of this Certificate but excluding
  - i) where such failure is for a period of less than 60 minutes
  - ii) in consequence of the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply as a result of drought or any other reason
  - iii) in consequence of a fault in any part of the installation belonging to the **Insured**
- c. **Suppliers - Damage** to the **Insured's** supplier's **Premises** by an event **insured under Insured Event (1)** under Section B of this Certificate situated within Great Britain or Northern Ireland but excluding the **Premises** of any public or private supply undertaking from whom the **Insured** obtains electricity gas or water.

The Insurers limit of liability under this Extension shall be 10% of the **Sum Insured on Loss of Net Revenue** or £25,000 whichever is the less

- d. **Closure** - of the **Premises** by the Authorities following:
  - i) an outbreak of any notifiable human infectious or contagious disease
  - ii) murder or suicide
  - iii) food poisoning or drink poisoning
  - iv) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water

The Insurers liability under this extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

2. **Accountants Fees** - the reasonable fees payable by the **Insured** to their professional accountants for producing such information or evidence as may be required by the Insurers in connection with any claim under this Section up to 10% of the **Sum Insured on Loss of Net Revenue** or £25,000 whichever is the less

3. **Automatic Reinstatement** - in the absence of written notice by the **Insured** or the Insurers to the contrary the **Sum Insured** reducing following the loss will be automatically reinstated as from the date of the occurrence the **Insured** undertaking to pay the appropriate additional premium.
4. **Alternative Residential Accommodation**  
If as a result of **Damage** the residential portions of the property are unfit to live in or access is denied the **Underwriters** will pay insofar as they are not otherwise **insured**;
  - a. the costs of reasonable alternative accommodation and the temporary storage of residents furniture
  - b. the cost of reasonable accommodation in kennels or catteries for residents' dogs and cats

Provided the liability of the **Underwriters** under this Extension shall not exceed 20% of the **Sum Insured** on the **Property Insured** which has been **Damaged**.

## Section D - Money

### 1. Definitions

(For the purpose of this Section only)

1. **Money** - shall mean cash bank and currency notes uncrossed cheques uncrossed money orders uncrossed postal orders current postage stamps national insurance stamps national savings stamps luncheon vouchers trading stamps bankers drafts VAT purchase invoices credit Insurers sales vouchers and gift tokens belonging to the **Insured** or for which the **Insured** is responsible in connection with the **Business**.
2. **Premises** - shall mean the **Business Premises** and shall not include the **Insured's** domestic living quarters.
3. **Business Hours** - shall mean the period during which the **Premises** are occupied in connection with the **Business** and during which the **Insured** or any of the **Insured's** employees entrusted with **Money** are on the **Premises**.
4. **Permanent Total Disablement** - shall mean disablement, caused other than by loss of limb or eye or speech or hearing which prevents the **Insured Person** from engaging totally in his usual occupation for 52 consecutive weeks and is without expectation of recovery.
5. **Temporary Total Disablement** - shall mean temporary disablement which entirely prevents the **insured Person** from engaging in his usual occupation.
6. **Insured Person** - means the **Insured** or any partner, director or employee of the **Insured**

### 2. The Cover

The Insurers will indemnify the **Insured** in respect of loss of or **Damage** to **Money** or any other property as **insured** by any Extension under this Section by any cause occurring at the **Premises**, in transit or at the private residences of any **Insured Person** anywhere within Great Britain Northern Ireland the Isle of Man and the Channel Islands during the **Period of Insurance**.

**3. Limits of Liability**

Limits of Liability	
1. In the <b>Premises</b> during <b>Business Hours</b> or in transit or bank night safe	As stated in the Schedule
2. In the <b>Premises</b> or private dwelling or domestic living quarters of the <b>Insured</b> or any authorised partner director or employee outside <b>Business Hours</b> contained in a securely locked safe or strongroom	
3. In the <b>Premises</b> outside <b>Business Hours</b> not contained in a securely locked safe	
4. In the custody or private dwelling or domestic living quarters of the <b>Insured</b> or any authorised partner director or employee of the <b>Insured</b> out of <b>Business Hours</b>	
5. In gaming amusement or vending machines	£300 any one event

**4. Conditions**

It is a condition precedent to liability that

- a. The **Insured** shall keep a record of all **Money Insured** under this Section and such record shall be kept in a secure place other than in safes or strongrooms on the **Premises** or private dwelling or domestic living quarters of the **Insured** or safes of any authorized partner director or employee.
- b. Keys or specification of combination lock numbers of any safes or strongrooms containing **Money** shall be removed from the **Premises** containing such safes or strongrooms outside **Business Hours**.
- c. The **Insured** shall at all times exercise reasonable care in the selection and employment of employees involved with the handling and or transit of **Money** and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers.
- d. The **Insured** shall secure and lock all safes and other money containers (excluding cash registers) whenever such containers are left unattended.

**5. Extensions**

Cover under this Section is extended to include:

1. **Fidelity** - theft of **Money** arising from any act of fraud or dishonesty by any partner director or employee of the **Insured** provided that:
  - a. the theft is discovered by the **Insured** within seven days of an act of fraud or dishonesty having first been committed by such partner director or employee whether acting solely or in collusion
  - b. the Insurers maximum liability under this Extension shall not exceed £2,500
2. **Property Damage** - to:
  - a. cases bags belts or waistcoats
  - b. clothing and personal effects of the **Insured** their partners directors or employees caused by robbery or attempted robbery up to £750 per person
  - c. safes, strongrooms and cash registers (provided such cash registers are left open outside **Business Hours**) caused directly by theft or attempted theft of **Money**.
3. **Keys** - cost of replacement keys or lock mechanisms of safes or strongrooms with the consent of the Insurers following theft of keys by force or violence subject to a maximum of £1,000 anyone claim.
4. **Non-negotiable Money** - crossed cheques crossed money orders crossed postal orders crossed bankers drafts stamped national insurance cards national savings Policies premium bonds unexpired units in franking machines credit card sales vouchers and VAT purchase invoices up to a limit of £250,000 any one loss.
5. **Assault** - personal assault benefits in accordance with the Table of Benefits hereunder in the event of robbery or attempted robbery of the **Insured** or any partner director or employee in the course of their employment by the **Insured** which directly results in death or disablement.

**Table of Benefits**

a)	Death -	As stated in the Schedule
b)	Total and irrecoverable loss of sight in one or both eyes -	
c)	Total loss of use of an entire hand arm foot or leg -	
d)	<b>Permanent Total Disablement</b> from usual occupation -	
e)	<b>Temporary Total Disablement</b> from usual occupation -	

Provided that:

- i) no benefit shall be payable under Benefits a) to d) inclusive unless death or disablement occurs within twenty four months of the injury
- ii) no benefit shall be payable to any person whose age is less than sixteen or more than sixty five
- iii) benefits shall only be payable under one of the Table of Benefits a) to d) inclusive in respect of any one injury and such payment shall be the maximum amount payable per person in any one **Period of Insurance**
- iv) benefit e) shall cease immediately the **Insured** is entitled to claim Benefits a) b) c) or d)
- v) the maximum period payable for Benefit e) shall be 104 weeks from the date on which the **Insured** partner director or employee attends a qualified medical practitioner
- vi) no benefit shall be payable under Benefits a) to e) inclusive as a result of committing suicide or attempting to commit suicide or intentional self inflicted injury or sickness or disease not directly resulting from **Bodily Injury**

**6. Exclusions**

The Insurers shall not indemnify the **Insured** for loss:

- 1. resulting from depreciation in value or dishonoured cheques or accounting or clerical errors
- 2. of **Money** from unattended vehicles
- 3. of **Money** during transit by unregistered post
- 4. more specifically **insured**.

Clause to apply

**Money Carrying Warranty**

It is warranted that **Money** in transit referred to in Item (b) shall be accompanied by the undernoted until disbursement:

- Up to £1,000 to be carried by 1 Employee
- £1,001 to £3,000 to be carried by 2 Employees
- £3,001 to £5,000 to be carried by 3 Employees
- £5,001 to £7,500 to be carried by 4 Employees
- Over £7,500 to be carried by a professional security company

**Section E - Frozen Food**

**1. Definitions**

Whenever the following words or phrases occur they shall have the meaning set out below for the purpose of this Section E

**Damage** shall mean accidental physical loss or **Damage** to the **Property Insured** by deterioration or putrefaction

**Defined Peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal or theft or attempted theft

**Property Insured** shall mean stock of foodstuffs whilst in the cold chamber of any deep freeze belonging to the **Insured** or for which they are responsible

**Premises** shall mean those **Premises** specified in the Schedule or as otherwise specified in the endorsements to this Section

## 2. The Cover

The Insurers shall indemnify the **Insured** for **Damage** caused by or arising from

- i) a rise or fall in temperature owing to a failure of the cold chamber or deep freeze to function properly.
- ii) accidental escape or leakage of refrigerant or refrigerant fumes.
- iii) accidental failure of the public or private supply of electricity.

resulting from a **Defined Peril** at the **Premises** occurring during the **Period of Insurance**

## 3. Limit of Liability

The **Sum Insured** stated in the Schedule in respect of any one **Period of Insurance**.

## 4. Basis of Claims Settlement

Claims under this Section E will be settled either on the basis of an amount equal to the cost price of the **Property Insured** at the time of **Damage** or, at the Insurers option, its replacement.

## 5. Exclusions

1 The Insurers shall not indemnify the **Insured** for **Damage** caused by

- a. the willful act or neglect of the **Insured**, any partner, director or employee of the **Insured** or their families
- b. the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply
- c. the failure of any cold chamber or deep freeze which is
  - i) over 10 years old
  - ii) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company
- d. any **Defined Peril**
- e. moth, vermin or insects
- f. wear and tear, deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of **Property Insured**
- g. the incorrect setting of thermostats or automatic controls

2. loss of or **Damage** to **Property Insured** which has passed the date set by the manufacturers for Consumption

3. consequential loss of any kind or description

4. the amount of the **Excess** specified in the Schedule.

## 6. Conditions

### a. Automatic Reinstatement

In the absence of written notice by the Insurers to the contrary the amount of **Sum Insured** by this Section shall not be reduced by the amount of loss and in return the **Insured** undertakes to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date the **Damage** occurs

### b. Average

- i) Each of the amounts set out under **Sums Insured** in the Schedule to Section E in respect of this Section E is declared to be separately subject to Average.
- ii) Whenever a **Sum Insured** is declared to be subject to Average if such amount shall at the commencement of any **Damage** be less than the value of the **Property Insured** then the **Insured** will be considered self insured for the difference and the amount payable by the Insurers in respect of such **Damage** shall be proportionately reduced.

## Section F - Loss of Licence

### 1. Definitions

**Insured** means the person, persons or corporate body named as such (for the purposes of this Section F) in the Schedule to Section F and third parties whose interest is noted in the Schedule. Each of the parties comprising the **Insured** shall be considered as a separate legal entity and cover will operate as if a separate Certificate had been issued to each of the said parties subject to the Limit of Liability

**Licence** means Licence granted to the **Insured** under the Licensing Act 1964 in respect of the sale of intoxicating liquor of all description and/or beer and/or wine and/or cider

### 2. The Cover

The Insurers will indemnify the **Insured** in the event of the Licence granted for the retail of excisable liquors at the **Premises** being:

- a. forfeited under the provisions of legislation governing such Licences; or
- b. refused renewal by appropriate licensing authority at the time of renewal during the **Period of Insurance** from causes beyond the control of the **Insured**.

### 3. Limit of Liability

The **Sum Insured** stated in the Schedule in respect of any one **Period of Insurance**.

### 4. Basis of Claims Settlement

Claims under Section F will be settled on the basis of an amount equal to the depreciation in value of the interest of the **Insured** in the **Premises**.

### 5. Conditions

- a. The **Insured** must give notice in writing immediately the **Insured** becomes aware of any:
  - i) change in tenancy or management of the **Premises**
  - ii) transfer or proposed transfer of the **Licence**
  - iii) complaint against the **Premises** or the control of the **Premises**
  - iv) proceedings against or conviction of the **Insured** their manager or occupier of the **Premises** for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty moral standing or sobriety
  - v) objection to renewal or other circumstances which might endanger the renewal of the **Licence**
  - vi) alteration in the purpose for which the **Premises** are used.
- b. In the event of a forfeiture or refusal of renewal of the **Licence** the **Insured** must notify the Insurers immediately on becoming aware of such forfeiture or refusal of renewal and also state the grounds upon which forfeiture or refusal has been made.

### 6. Extension

**Costs** - the Insurers will in addition to the indemnity granted by this Section pay for all costs (with their written consent) associated with any appeal against forfeiture or refusal to renew.

### 7. Exclusions

The Insurers shall not indemnify the **Insured**:

1. if the **Insured** is entitled to compensation under any Act of Parliament in respect of any refusal to renew the **Licence**.
2. if the forfeiture or refusal to renew arises directly or indirectly from any town or country planning redevelopment or compulsory purchase or the surrender reduction or distribution of Licences.
3. if there is any alteration in the law affecting the granting surrender or forfeiture of or refusal to renew any **Licence**

## Section G - Book Debts

### 1. Definition

(For the purpose of this Section only)

**Outstanding Debit Balances** - shall mean the total last recorded by the **Insured** under the provision of Condition b) adjusted for:

- a. bad debts
- b. 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 such total last recorded relates and the date of the **Damage**
- c. any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

### 2. The Cover

The Insurers will indemnify the **Insured** in respect of **Outstanding Debit Balances** resulting from **Damage Insured** under Section B of this Certificate during the **Period of Insurance**.

### 3. Limit of Liability

The **Sum Insured** stated in the Schedule during any one **Period of Insurance**.

### 4. Basis of Claims Settlement

The amount payable in respect of any one occurrence shall be the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof plus the additional expenditure incurred with the written consent of the Insurers in tracing and establishing customers or members debit balances after the **Damage**.

### 5. Conditions

- a. **Average** - if at the time of **Damage** the **Outstanding Debit Balances** total is greater than the **Sum Insured** stated in the Schedule then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
- b. **Maintenance of Records** - The **Insured** shall at the end of each month record the total amount outstanding in customer's accounts and such records shall be kept in **Buildings** elsewhere from the **Premises**.

### 6. Extensions

Cover under this Section is extended to include:

1. **Temporary Removal** - loss in respect of **Outstanding Debit Balances** caused by **Damage** to the **Insured's** books of account or other **Business** records or documents whilst temporarily in **Buildings** occupied by persons acting on behalf of the **Insured** or whilst in transit thereto and therefrom all within Great Britain Northern Ireland the Isle of Man or the Channel Islands.
2. **Automatic Reinstatement** - in the absence of written notice by the **Insured** or the Insurers to the contrary the **Sum Insured** reducing following the loss shall be reinstated to the full **Sum Insured** provided that the aggregate of the amounts reinstated during any one **Period of Insurance** shall not exceed the amount of the **Sum Insured** the **Insured** undertaking to pay the appropriate additional premium.

## Section H - Liability

### 1. Definitions

(For the purpose of this Section only)

#### 1. **Business** - shall extend to include:

- a. the provision and management of canteens clubs sports athletic and social welfare organisations for the benefit of the **Insured's Employees**
- b. the ownership repair maintenance and decoration of the **Insured's Premises** and the provision and management of first aid fire and ambulance services
- c. private work carried out by any **Employee** of the **Insured** (with the consent of the **Insured**) for any director partner or official of the **Insured**.

#### 2. **Employee** - shall mean:

- a. any person under a contract of service or apprenticeship with the **Insured**
- b. any labour master or labour only subcontractor or person supplied or employed by them
  - ii) any self-employed person
  - iii) any person hired or borrowed by the **Insured** from another employer under an agreement by which the person is deemed to be employed by the **Insured**
  - iv) any student or person undertaking work for the **Insured** under a work experience or similar scheme while engaged in the course of the **Business**.

#### 3. **Bodily Injury** - shall include:

- a. death illness or disease
- b. wrongful arrest wrongful detention false imprisonment or malicious prosecution
- c. mental injury mental anguish or shock but not defamation.

#### 4. **Property** - shall mean material property.

#### 5. **Product Supplied** - shall mean any product or thing sold supplied erected repaired altered treated installed tested serviced or delivered by or through the **Insured** in the course of the **Business** in or from Great Britain Northern Ireland the Isle of Man or the Channel Islands.

#### 6. **Territorial Limits** - shall mean:

- a. Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b. elsewhere in the world where directors partners or **Employees** of the **Insured** who are ordinarily resident in 6 a) above are on a temporary visit for the purpose of non-manual work on the **Business of the Insured**

Provided that the Insurers shall not be liable to indemnify the **Insured** in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation.

#### 7. **Contractual Liability** - shall mean liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

### 2. The Cover

Insurers will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay as compensation in respect of an Event occurring within the **Territorial Limits** unless otherwise stated.

#### Event 1 - Employers' Liability

**Bodily Injury** caused to an **Employee**.

#### Event 2 - Public Liability

Accidental **Bodily Injury** to any person or accidental **Damage to Property** or obstruction trespass or nuisance.

**Event 3 - Products Liability**

Accidental **Bodily Injury** to any person or accidental **Damage to Property** occurring anywhere in the world caused by any **Product Supplied**.

**3. Limit of Liability**

1. Event 1 - Employers' Liability - The Limit of Indemnity stated in the Schedule in respect of Compensation costs and expenses.
2. Event 2 - Public Liability - The Limit of Indemnity stated in the Schedule in respect of any one accident or series of accidents arising out of any one event.
3. Event 3 - Products Liability - The Limit of Indemnity stated in the Schedule in the aggregate during any one **Period of Insurance**.

**4. Extensions**

This Section is extended to include:

1. **Defective Premises Act 1972** - liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any **Premises** which were occupied or owned by the **Insured** in connection with the **Business**. Provided that the Insurers shall not be liable for the cost of remedying any defect or alleged defect in such **Premises**.
2. **Leased or Rented Premises** - Exception 4. b) shall not apply to **Damage to Premises** leased or rented to the **Insured**. Provided that the Insurers shall not indemnify the **Insured** against:
  - a. Contractual Liability
  - b. the first £250 of **Damage** caused otherwise than by fire or explosion.
3. **Motor Contingent Liability** - notwithstanding Exclusion 2. c) the Insurers will indemnify the **Insured** within the terms of this Section in respect of liability for **Bodily Injury** or **Damage to Property** caused by or through or in connection with any motor vehicle or trailer attached thereto (not belonging to or provided by the **Insured**) being used in the course of the **Business**.

Provided that the Insurers shall not be liable for:

- a. **Damage** to any such vehicle or trailer
- b. any claim arising whilst the vehicle or trailer is:
  - i) engaged in racing pace-making reliability trials or speed testing
  - ii) being driven by the **Insured**
  - iii) being driven with the general consent of the **Insured** or his representative by any person who to the knowledge of the **Insured** or other such representatives does not hold a licence to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
  - iv) used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands.
4. **Costs** - the Insurers will in addition to the indemnity granted by each Event pay:
  - a. for all costs and expenses recoverable by any claimant from the **Insured**
  - b. the solicitors fees incurred with the written consent of the Insurers for representation of the **Insured** at:
    - i) any coroner's inquest or fatal accident inquiry
    - ii) proceedings in any Court arising out of any alleged breach of a statutory duty resulting in **Bodily Injury** or **Damage to Property**
  - c. all costs and expenses incurred with the written consent of the Insurers in respect of a claim against the **Insured** to which the indemnity expressed in this Certificate applies.
5. **Indemnity to Other Persons** - the Insurers will indemnify the following as if a separate Certificate had been issued to each:
  - a. in the event of the death of the **Insured** the personal representatives of the **Insured** in respect of liability incurred by the **Insured**
  - b. at the request of the **Insured**:

- i) any officer or member of the **Insured's** canteen clubs sports athletic social or welfare organisations and first aid fire security and ambulance services in their respective capacity as such
- ii) any director partner or **Employee** of the **Insured** while acting in connection with the **Business** in respect of liability for which the **Insured** would be entitled to indemnity under this Certificate if the claim for which indemnity is being sought had been made against the **Insured**.

Provided that:

- a. any persons specified above shall as though they were the **Insured** be subject to the terms Exclusions and conditions of this Certificate in so far as they can apply
- b. nothing in this Extension shall increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity of the operative Event(s) regardless of the number of persons claiming to be indemnified.

6. **Legal Defence** - irrespective of whether any person has sustained **Bodily Injury** the Insurers will at the request of the **Insured** also pay the costs and expenses incurred in defending any director manager partner or **Employee** of the **Insured** in the event of such a person being prosecuted for an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. The Insurers will also pay the costs incurred with their written consent in appealing against any judgment given.

Provided that:

- a. the offence was committed during the **Period of Insurance**
- b. the indemnity granted hereunder does not:
  - i) provide for the payment of fines or penalties
  - ii) apply to prosecutions which arise out of any activity or risk excluded from this Certificate
  - iii) apply to prosecutions consequent upon any deliberate act or omission
  - iv) apply to prosecutions which relate to the health, safety or welfare of any **Employee** unless Event 1 is operative at the time when the offence was committed
  - v) apply to prosecutions which relate to the health, safety or welfare of any person not being an **Employee** unless Event 2 is operative at the time when the offence was committed
- c. the director manager partner or **Employee** shall be subject to the terms Exclusions and conditions of this Certificate so far as they can apply

7. **Cross Liabilities** - the Insurers will indemnify each **Insured** to whom this Certificate applies in the same manner and to the same extent as if a separate Certificate had been issued to each provided that the total amount of compensation payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Provided that the Insurers shall not indemnify the **Insured** against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Certificate.

#### 8. Hairdressers Treatment Extension (this only applies if this section is operative on your statement of fact)

For the purpose of this extension Treatment shall mean:

1. washing cutting, styling and drying of the hair
2. tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser
3. eyebrow and eyelash plucking, shaping and tinting
4. manicure and pedicure (but not chiropody) including the application of acrylic coatings
5. normal hairdressing work on wigs and hairpieces

**Qualified Operator**

Any person 18 years or over who has either:

- a) more than 3 years continuous experience or professional hairdressing or
- b) completed 2 years technical college training in hairdressing

**The Cover**

Notwithstanding Exclusion 6.14, the Cover provided by Event 2 extends to include liability arising out of any operation usually undertaken by the Insured in the ordinary course as a hairdresser in the Premises.

The terms conditions limitations and exclusions of Section D - Liability operate in so far as they can apply except where they are expressly varied.

**Exclusions to Hairdressers section;**

Insurers shall not be liable for any claim arising out of or attributable to:

- 1. application by the Insured or any one acting on behalf of the Insured or use upon the Insured's advice or any one acting on the Insured's behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by the Insured or anyone acting on behalf of the Insured.
- 2. use contrary to the makers or vendors instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation.
- 3. any Treatment carried out by any person other than a Qualified Operator except:
  - a) the washing and drying of hair, hairpieces and wigs
  - b) whilst such person is under the direct and continuous supervision of a Qualified Operator

**5. Conditions**

- a. **Maximum Payments** - The Insurers may at any time at their sole discretion pay to the Insured the Limit of the Indemnity (less any sum or sums already paid in respect of or in lieu of compensation) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurers shall not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment.

Provided that in the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in Excess of the Limit of Indemnity the Insurer's liability for costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

- b. **Contribution** - If at the time of any event to which Section H applies there is or but for the existence of this Certificate there would be any other insurance covering the same liability the Insurers shall not be liable under this Certificate except in respect of any Excess beyond the amount which would be payable under such other insurance had this Certificate not been effected.
- c. **Disputes** - Any dispute concerning the interpretation of the terms of Section H shall be resolved in accordance with the jurisdiction of the territory in which this Certificate is issued.
- d. **Limitation** - The Insurers shall not indemnify the Insured 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 one event exceeding £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Condition d), "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of **Property** by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Condition d), "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

## 6. Exclusions

### Exclusions applying to Event 1 only

The Insurers shall not indemnify the **Insured** in respect of liability:

1. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the **Insured** by any such insurance or security

### Exclusions applying to Event 2 only

The Insurers shall not indemnify the **Insured** against liability:

1. for Contractual Liability unless the sole conduct and control of claims is vested in the Insurers but the Insurers will not in any event indemnify the **Insured** in respect of liquidated **Damages** or liability under any penalty clause
2. arising out of the ownership possession or use by or on behalf of the **Insured** of any:
  - a) aircraft aerospace device or hovercraft
  - b) watercraft
  - c) mechanically propelled vehicle licensed for road use other than liability caused by or arising out of the loading or unloading of such vehicles but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle
3. arising from any **Product Supplied** after it has ceased to be in the possession of the **Insured** or any **Employee** other than food or drink for consumption on the **Insured's Premises**
4. in respect of **Damage to Property**:
  - a. belonging to the **Insured**
  - b. in the custody or under the control of the **Insured** or any **Employee** (other than **Property** belonging to visitors directors partners or **Employees** of the **insured**)
5. the first £250 of **Damage to Property** other than for **Damage to Premises** leased or rented by the **Insured**.

### Exclusions applying to Event 3 only

The Insurers shall not indemnify the **Insured** against liability:

6. for Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
7. in respect of **Damage** to or the cost or expenses of recalling repairing replacing altering removing or making any refund in respect of any **Product Supplied** arising from:
  - a. a defect in or the harmful nature of such product
  - b. an error or fault in connection with the sale supply or presentation of such product
8. arising from any **Product Supplied** whilst in the possession of the **Insured** or any **Employee** in the course of his employment by the **Insured**
9. arising from any **Product Supplied** which to the knowledge of the **Insured** is for use in or on any aircraft missile or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
10. arising from any action brought against the **Insured** in any country not being a member of the European Community where the **Insured** has a branch or a parent or subsidiary Insurers or is represented by a person or Insurers holding the **Insured's** power of attorney

11. arising from any **Product Supplied**, which to the knowledge of the **Insured** is for use in or supply to the United States of America or Canada.

#### Exclusions applying to Events 2 and 3 only

The Insurers shall not indemnify the **Insured** in respect of:

12. **Bodily Injury** to any **Employee** arising out of and in the course of his employment by the **Insured**
13. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged
14. liability caused by or attributable to any treatment given by or on behalf of the **Insured**
15. arising out of Pollution of the atmosphere or of any water, land, **Buildings** or other tangible **Property** except to the extent that the **Insured** demonstrates that such Pollution;
- i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
- ii) was not the direct result of the **Insured** failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Certificate to have occurred at the time such incident takes place and that **Underwriters** total liability to pay **Damages** (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

16. 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.
17. Directly or indirectly resulting from, or in consequence of any travel package arrangement

#### Exclusions applying to Events 1, 2 and 3 only

The Insurers shall not indemnify the **Insured** in respect of

18. liability arising out of work undertaken or operations Offshore.  
For the purposes of this Exception, "Offshore" shall mean from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation from a conveyance onto land upon return from such offshore rig or offshore platform
19. 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, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **employees**, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

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.

## 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 - G then please write to

Certificate Holder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London  
EC3M 7HA

Telephone: 0207 327 5693  
Fax: 0207 327 5225  
Email: [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

In respect of Section H 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](mailto:complaint.info@financial-ombudsman.org.uk)

**Definition of an Eligible Complaint**

An eligible complaint is either a private individual, a **Business** with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

**Financial Services Compensation Scheme**

Certain Underwriters at Lloyd's and 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 Certain Underwriters at Lloyd's or International Insurance Company of Hannover Ltd 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](http://www.fscs.org.uk)