

## CX Office (Material Damage Only) Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1102B1021 to the undersigned by certain Underwriters, 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 Insured 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:

All Sections          100% with Great Lakes Reinsurance (UK) PLC

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 Office (Material Damage Only) Insurance Certificate it sets out your insurance protection in detail. Please study it carefully and make sure you understand all of the terms & conditions.

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

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

Useful Telephone Numbers.

To enquire about or make an adjustment to your Certificate

Your Insurance Agent

To make a claim under your Certificate (All sections)

0845 604 6615 or 02920 558 639

Table of Contents

The Contract Of Insurance

General Certificate Definitions

General Exclusions

General Conditions

Section A

Buildings

Section B

Contents

Section C

Business interruption

Section D

Money

Section E

Book Debts

## 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

Great Lakes Reinsurance (UK) PLC.

## 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. Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this Certificate inconsistent herewith:

In no case shall this Certificate cover loss Damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 2. War & Civil War Exclusion Clause

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 Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 Insured.

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 Endorsement  
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 data or the direction and manipulation of such equipment

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

- 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 original Certificate period to property insured by the original 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 Insured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

7. Nuclear Energy Risks Exclusion Clause

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

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

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

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 &amp; 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 &amp; 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.

### 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 (All sections) telephone - 0845 604 6615 or 02920 558639
- 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 of 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 been 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. Office Contents - shall mean all 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 Office 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 Office Contents Sum Insured whichever is the less.
2. 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.
3. Goods in Trust - shall mean any goods held in trust or on commission for which the insured is responsible up to an amount not exceeding £1,000
4. Property Insured - shall mean Office Contents, Household Goods and Goods in Trust 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. Impact by any road vehicle or animal.
  - f. 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.
  - g. Breakage or collapse of television or radio aerials dishes fittings or masts.
  - h. 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

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. 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
7. Sanitary Ware - accidental breakage of sanitary fixtures and fittings for which the Insured is responsible
8. 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
9. 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
10. 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.
11. 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
12. 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.
13. 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

14. 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 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"

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, 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. 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 Premises during Business Hours or in transit or bank night safe   | As stated in the Schedule |
| 2. In the Premises or private dwelling or domestic living quarters of the Insured or any authorised partner director or employee outside Business Hours contained in a securely locked safe or strongroom |                           |
| 3. In the Premises outside Business Hours not contained in a securely locked safe   |                           |
| 4. In the custody or private dwelling or domestic living quarters of the Insured or any authorised partner director or employee of the Insured out of Business Hours                                      |                           |
| 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) | Permanent Total Disablement from usual occupation -       |                           |
| e) | Permanent Total Disablement 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 Carryings 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 - 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 Policy 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.

## 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 all sections then please write to

The Compliance Officer  
Great Lakes Reinsurance (UK) PLC  
Plantation Place  
30 Fenchurch Street  
London  
EC3M 7AJ

Telephone: 020 3003 7000  
Fax: 020 3003 7010

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

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

Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers,  
Portsoken Street  
London E1 8BN  
and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

#### Information about the Underwriters

Great Lakes Reinsurance (UK) PLC. Registered in England and Wales No.2189462. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Authorised and regulated by the Financial Services Authority. FSA No. 202715.

#### Financial Services Authority (FSA)

The FSA register can be checked by visiting their website on [www.fsa.gov.uk](http://www.fsa.gov.uk) or by calling 0845 606 1234