



essential cover for your

# pub & restaurant



Your Policy Document



Pub & Restaurant Insurance  
...all you need to know

**direct line**  
for business

underwritten by U K Insurance Limited

## Free Business Advice Service

Available 24 hours each day, 7 days every week, all year round. These free helplines are provided for your use whilst your policy is in force:-

### Business Legal Advice Helpline 0845 246 0018

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- Employment
- VAT
- Prosecution
- Contract disputes
- Landlord and tenant disputes

*Please note that advice on motoring matters is not available.*

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway

### Business Emergency Assistance Helpline 0845 246 0018

Assistance in the event of an emergency affecting your business, such as:

- Burst pipes or blocked drains causing flooding
- Complete failure of the gas or electricity supply
- Serious damage to the roof
- Escape of water or oil from the central heating system

In the event of emergency assistance being required a reputable local contractor will be contacted but you must pay any call-out or repair charges. One telephone call will bring assistance usually within 2 hours. As the helpline is available 24 hours a day and seven days a week you may call at any time.

Please ensure your Policy Number is available when telephoning as this will be requested – this appears on your Schedule.

### Emergency Glazing & Security Assistance Helpline 0845 246 0116

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year. In addition, replacement locks or emergency security measures are also available. Provided the Damage is covered by your Policy, the cost will be settled by us directly with our service providers. If, however, the Policy requires payment of the first amount of any claim, or if you are V.A.T. registered, our service provider will invoice you direct for this amount.

*Note: Using any other repairer will not affect your right to claim.*

### Stress Counselling Helpline 0117 934 2121

A confidential counselling service for any employee (and their family) over the telephone, assisting with issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

*All calls will be dealt with in the strictest confidence and are not recorded.*

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in your area

### Health and Medical Assistance Helpline 0845 246 0018

Advice and assistance concerning:

- Pregnancy
- Exercise information
- Sports injuries
- Changing doctors
- Patients' rights
- Nutrition assessment
- Giving up smoking
- Complimentary health
- Hospital waiting lists
- Inoculations
- Bespoke fact sheets can be sent out if requested
- Comprehensive doctor, clinic and treatment facility database

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### Your Policy

Your policy contains details of the extent of cover available to you, what is excluded from the cover and the conditions on which the policy is issued.

We wish to provide you with a good standard of service. To help us achieve this, it is important that you read this policy carefully. If it does not meet your requirements, or you have any comment or query about the policy, please contact us on **0845 303 1760**.

### Your Schedule

Your schedule provides details of the insurance protection provided, the sections of the policy which are operative and the levels of cover you have.

Please examine your schedule to ensure it meets your requirements.

### Index Linking

The sum insured by each item of Sections 1, 2 and 11 are index linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by us.

Index linking will help to ensure that sums insured stay more in line with increasing costs and prices. However, this is dependent on the sums insured at inception being adequate. Please check these to ensure they are adequate and advise us if any alteration is required.

### Using the Free Business Advice Service

Details of our helplines are provided on page 2 of this policy booklet.

### Making a Claim

To make a claim, first read the policy and schedule and check that you are covered. Then follow the instructions provided under Claims Conditions A – Making a Claim.

To make a claim, phone **0845 303 1753**.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information on page 34 of this policy booklet.

## Direct Line Pub & Restaurant Insurance Policy

### This policy is evidence of the contract between UKI and You.

We will provide Insurance as stated in each operative Section of the Policy during the Period of Insurance. Read the Policy, Schedule and any Endorsement as one document.

The information You have given to Us together with the Statement of Fact and an agreement to pay the Premium is the basis of the contract and forms part of the Policy.

We have not given you a personal recommendation as to whether this Policy is suitable for Your needs.

U K Insurance Limited is authorised and regulated by the Financial Services Authority.

U K Insurance Limited.

Head Office: U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Company No. 1179980. U K Insurance Limited is authorised and regulated by the Financial Services Authority.

## Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. These have the same meaning wherever they appear in the Policy. Other Definitions have meanings particular to the various Sections, Endorsements and/or Extensions in which they appear, and are defined within in the appropriate Sections, Endorsements and/or Extensions.

All words and expressions defined below start in the Policy with a capital letter wherever they appear to help You identify them.

### **We/Us/Our**

U K Insurance Limited and /or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

### **You/Your**

'Insured Name' in the Schedule.

### **Period of Insurance**

The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which We accept Your Premium.

### **Business**

'The Business' as shown in the Schedule and no other for the purposes of this Policy.

### **Premises**

The part of the premises at the address or addresses specified in the Schedule which You occupy for the purposes of the Business.

Unless otherwise stated the buildings at the Premises are:

- 1 built of brick stone or concrete
- 2 roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings and flat roofs)
- 3 occupied in connection with the Business.

### **Property**

Material property.

### **Damage**

Loss, destruction or damage.

### **Injury**

Bodily injury, death, illness, disease or shock.

### **Vacant or Disused**

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

### **Index Linking**

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals as follows:

- 1 in respect of Buildings, Pub & Restaurant Front and Tenants Improvements in accordance with the percentage change in the General Building Cost Information Service

## General Conditions

- 2 in respect of All Other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
- 3 in respect of Business Contents and Household Contents in accordance with the Durable Goods Section of the Retail Prices Index.

At each renewal the Premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal.

### Reinstatement Basis

Whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated shall be as follows:

- 1 the rebuilding or replacement of Property lost or destroyed which provided Our liability is not increased may be carried out
  - a in any manner suitable to Your requirements
  - b upon another site
- 2 the repair or restoration of Property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

- i Our liability for the repair or restoration of Property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed
- ii If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time
- iii No payment beyond the amount which would have been payable in the absence of this Clause shall be made:
  - a unless reinstatement commences and proceeds without unreasonable delay
  - b until the cost of reinstatement shall have been actually incurred
  - c if the Property insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
- iv All the terms and conditions of this Policy shall apply:
  - a in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
  - b where claims are payable as if this Clause had not been incorporated.

### Excess

The first amount of each and every claim for which You shall be responsible.

### A Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to Our liability to make any payment under this Policy.

### B Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

### C Reasonable Precautions

You must:

- 1 take all reasonable precautions to prevent or minimise Damage accident or Injury
- 2 maintain the business premises machinery equipment and furnishings in a good state of repair
- 3 exercise care in the selection and supervision of Employees
- 4 comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

### D Change of Risk

We shall not be liable to make any payment under this Policy if:

- 1 any change shall be made in the Premises the Business or the occupancy or duties of the Person-insured whereby the risk of Damage accident or Injury is increased, or
- 2 Your interest ceases (unless the cessation is brought about by will or operation of law)

except where such alteration be notified to and accepted by Us.

### E Cancellation

- 1 You may cancel the Policy by giving Us written notice. We will refund any Premium paid for the remaining Period of Insurance, less Our cancellation charge as shown in Your Schedule, as long as You have not made any claim in the current Period of Insurance
- 2 We may cancel the Policy by sending seven days' written notice to You at Your last-known address. We will refund any Premium paid for the remaining Period of Insurance, as long as You have not made any claim up to the date of cancellation.

### F Minimum Protections

It is a condition precedent to Our liability, unless otherwise agreed by Us in writing that the following protections be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended:

- 1 on timber final exit doors (excluding sliding doors):
  - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate
  - b if double leaf
    - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key-operated locks or bolts, fitted top and bottom in every case



Additionally, where Gas is used in operating the equipment the following conditions apply:

- c** gas heated ranges are additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure
  - d** high temperature limit controls on any gas heated range shall not operate from the same gas supply valve as the operational thermostats.
- 2** deep fat frying ranges and frying equipment including extraction equipment and ductwork are securely fixed and free from contact with combustible surfaces and materials. Where ductwork passes through combustible materials (e.g. timber floors) the combustible material should be cut back to a minimum of 150mm.
- 3** extraction hoods, canopies, filters and grease traps are cleaned at frequent intervals in accordance with manufacturer's recommendations, but not less than once a month. Filters utilising disposable replacement fibre matting are renewed at least once a fortnight.
- 4** deep fat frying ranges and frying equipment are serviced and deep cleaned:
- i** at least once every 6 months in respect of a deep fat frying range
  - ii** at least once every 12 months in respect of electronic floor standing fryers or electronic table top fryers (not being a deep fat frying range)
- by the installers or suitably qualified personnel in accordance with the manufacturer's instructions. The following is to be included as part of the process:
- a** testing of all temperatures, controls and thermostatic cut-offs
  - b** checking of ducts, burners, fuel and power connections and controls
  - c** cleaning of internal surfaces of the extraction ductwork and fans
  - d** signed servicing and cleaning records to be kept in a safe place.
- 5** cracklings, cooking residue, cleaning waste and wipes are to be placed in closed metal containers and;
- a** removed from the Buildings at the Premises at the end of each working day
  - b** removed entirely from the Premises at least once per week.

#### **K English Law**

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this contract is English Law.

#### **L Interest Clause**

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted

subject to You advising Us as soon as is reasonably practicable.

#### **M Contracts (Rights of Third Parties) Act 1999**

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

#### **N Automated Teller Machine**

It is a condition precedent to Our liability under this Policy in respect of any premises containing an Automated Teller Machine (ATM) that where this is a Merchant Fill machine conditions **a** to **d** below apply or where this is a CIT Fill machine conditions **c** and **d** apply:

- a** the ATM units are emptied at the end of each working day and the money within transferred to a safe approved by Us for the amount of cash involved. Such transfer to be carried out only after the premises have been cleared of all customers then locked to deny further access to the premises and whilst there are at least two able bodied employees present in the premises during the transfer. Alternatively the cash shall be deposited in a Bank Night Safe with the transfer being undertaken in accordance with the accompaniment requirements of the Policy.
- b** outside of business hours the ATM door and its security container within is left open, empty and unlocked
- c** whenever the ATM is opened the premises are to be cleared of all customers then locked to deny further access to the premises and at least two able bodied employees are to be present in the premises
- d** notices are prominently displayed within the premises stating that the ATM is protected by a smoke generating and/or banknote degradation system and holds no cash outside of working hours.

#### **O Payment of Premium**

- a** If You do not pay a Premium on time, We will assume that You intend to cancel the Policy and cover under this Policy will end from the date the payment was due
- b** If You are paying Your Premium by instalments, and We pay a claim under Your Policy, You must immediately pay the Premium outstanding up to the end of Your Policy period. If You don't We can take the amount You owe Us from any claim We pay.

#### **P Changes to Your cover**

You must tell Us immediately if there are any changes that may affect Your insurance, such as the following:

- a** If You change the address where Your business is located
- b** If Your sums insured change

We may then reassess Your cover and Premium either immediately or at Your next renewal, depending on the information You have provided.

Note: the list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Us.

Where there is a change We reserve the right to make an administration charge as shown in Your Schedule.

# Claims Conditions

## A Making a Claim

On the happening of any event which could give rise to a claim under this Policy You shall:

- 1** immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - a** seven days of the event in the case of Damage caused by Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons
  - b** 30 days of the expiry of the Indemnity Period in respect of Business Interruption claims
  - c** 30 days of the event in the case of any other claim or such further time as We may allow
- 2** give immediate notice to the Police in respect of:
  - a** Damage by theft or any attempt thereat
  - b** loss of Money by any cause whatsoever
  - c** Damage by malicious persons
- 3** make no admission of liability or offer promise or payment without Our written consent
- 4** inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document
- 5** take all reasonable action to minimise or check any interruption of or interference with the Business
- 6** produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim
- 7** in respect of Section 8 and Section 10 supply at Your own expense all certificates and information and evidence required by Us and the Person-insured shall as often as required by Us submit to medical examination at Our own expense.

## B Control of Claims

We shall be entitled:

- 1** on the happening of Damage to the property insured to enter take and keep possession of any building where Damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose
- 2** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and You shall give all information and assistance required

- 3** to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us
- 4** to pay to You the maximum sum payable under Section 3 and Section 4 in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and We shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
- 5** in the case of death of the Person-insured by Section 8 and Section 10 to have a post-mortem examination at Our own expense.

## C Fraudulent Claims

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by Your wilful act or with Your connivance all benefit under this Policy shall be forfeited.

## D Other Insurances

If at the time of any Damage or Occurrence there be any other insurance or indemnity effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability shall be limited in respect of any Damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

## E Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the current Statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent of any right of action against Us.

## F Excesses

If We agree to indemnify You under more than one of Sections 1, 2 and 6 of this Policy as a result of the happening of a single event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.

## G Warranties

Every Warranty to which this Policy or any Section or Item thereof is or may be made subject shall from the time the Warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such

## General Exclusions

Warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of such Damage occurring during the renewal period shall not be barred by reason of a Warranty not having been complied with at any time before the commencement of such period.

### H Subrogation

Any claimant under this Policy shall at Our request and expense take and permit to be taken all necessary steps for enforcing rights against any other third party in Your name before or after any payment is made by Us.

This Policy does not cover:

### A Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Note: As far as concerns Bodily Injury caused to any of Your Employees if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion shall apply only in respect of

- i the liability of any Principal
- ii liability assumed by You under agreement and which would not have attached in the absence of such agreement.

### B War Government Action and Terrorism

- a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - i War Government Action or Terrorism
  - ii civil commotion in Northern Ireland
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions –

War shall mean 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, or military or usurped power

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

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

In any action suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such

Damage loss expense or consequential loss is covered shall be upon You.

#### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and its Public and Products Liability and Employers Liability Sections

- 1** We will indemnify You under the Employers Liability Contingency provided that in respect of any one event or all events of a series consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
- 2** We will indemnify You under the Public Liability and Products Liability Contingency against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all compensation (excluding costs) shall not exceed
  - a** in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
  - b** in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower.

#### **C Pollution and Contamination (Applicable to Sections 1, 2, 5, 6, 9 and 11)**

Damage or Loss of Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the property insured caused by:

- 1** pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikes locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
- 2** any of the Contingencies in **1** above which itself results from pollution or contamination
- 3** a Hazardous Substance causing Damage to Covered Equipment.

#### **D Date Recognition**

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software, whether Your

property or not, and whether occurring before, during or after the year 2000.

- 1** correctly to recognise any date as its true calendar date;
- 2** to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- 3** to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 1 - The Structure, Section 2 - Trade Contents, Section 5 - Loss of Income and Loss of Book Debts, Section 7 - Loss of Money and Section 11 - Household Contents, this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikes locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.

NOTE: General Exclusion D shall not apply to Section 4 - Employers Liability

#### **E Date Recognition Computer Equipment**

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this policy.

#### **F Computer Virus and Hacking**

- a** Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
- b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

## Section I – The Structure

For the purpose of this Exclusion –

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not.

This General Exclusion shall not apply to Section 3 - Public and Products Liability and Section 4 - Employers Liability.

### Definitions

#### Buildings

Buildings at the Premises including landlord's fixtures and fittings swimming pools tennis courts walls gates fences yards patios terraces car parks car ports roads pavements and associated underground pipes and cables. The Buildings also include Pub & Restaurant Front and all fixed glass therein, blinds and fitments thereon and internal decorations on ceilings, walls and the like.

#### Pub & Restaurant Front

The whole front, all fixed glass therein, blinds, fitments thereon belonging to You or for which You are responsible as tenant not as owner of the Premises.

#### Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (other than Pub & Restaurant Front) belonging to You or for which You are responsible as tenant not as owner of the Premises.

### Cover

We will Indemnify You in the event of Damage to the Property described by each Item in the Schedule caused by any of the following Contingencies:

#### Contingencies

- 1 Fire, Lightning, Explosion, Earthquake**
- 2 Aircraft** or other aerial devices or articles dropped from them
- 3 Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
  - a** occurring in Northern Ireland
  - b** to any portion of the Building which is Vacant or Disused
- 4 Storm or Flood** but excluding Damage:
  - a** resulting from frost, subsidence, ground heave or landslip
  - b** to gates fences and posts
  - c** attributable solely to change in the water table level
- 5 Escape of Water** from any tank apparatus or pipe but excluding Damage:
  - a** to any portion of the Building which is Vacant or Disused
  - b** to Buildings caused by frost other than to internal plumbing installations not in any outbuildings
- 6 Impact** by any vehicle train or animal
- 7 Theft** or attempted Theft but excluding Damage to any portion of the Building which is Vacant or Disused
- 8 Breakage or collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:
  - a** by lopping pruning or felling of trees
  - b** to gates fences and posts
- 9 Leakage of fuel** from any fixed oil heating installation but excluding Damage to any portion of the Building which is Vacant or Disused

**10 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused

**11 Any Other Accidental Damage** but excluding:

- a** Damage caused by or resulting from:
  - i** wear and tear, the action of light or atmosphere, moths vermin or insects
  - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii** corrosion, dampness, dryness, wet or dry rot, marring, or scratching
  - iv** wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences
  - v** subsidence or ground heave of any part of the site on which the property stands, or landslip
  - vi** the normal settlement or bedding down of new structures
- b** Damage to the Property insured caused by or consisting of
  - i** inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - ii** faulty or defective workmanship operational error or omission on Your part or any of Your Employees
 but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- c** Damage specifically excluded in the:
  - i** Contingencies I-10 of this Section
  - ii** Exclusions applicable to this Section
  - iii** General Exclusions.
- d** the collapse or cracking of Buildings
- e** the cost of normal maintenance, redecoration or repair
- f** Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy.

## Extensions

### 1 Underground Services

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as owner of the Premises.

### 2 Ground Rent

The insurance by this Section is extended to include up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings sum insured.

### 3 Public Authorities

The insurance by this Section is extended to include the additional cost of reinstatement of the Property sustaining Damage thereby insured and undamaged portions thereof

incurred solely to comply with European Community legislation, regulations under Acts of Parliament or local authority bye-laws, provided that:

- a** You receive the notice to comply after the Damage occurs
- b** the work of reinstatement is completed within twelve months of the date of the Damage, or within such further time as We may in writing allow
- c** We shall not be liable for any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws.

### 4 Fees

The insurance by this Section is extended to include Architects Surveyors Legal and Consulting Engineers Fees necessarily incurred in the reinstatement or repair of the Property insured consequent upon its Damage but not for preparing any claim.

### 5 Capital Additions

The insurance by this Section is extended to include:

- a** any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
  - b** alterations, additions and improvements to Buildings but not in respect of any appreciation in value
- anywhere in the United Kingdom the Channel Islands or the Isle of Man provided that:
- i** at any one situation this cover shall not exceed 10% of the Buildings Sum Insured or £50,000 whichever is the lesser
  - ii** You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required
  - iii** following payment of such additional premium the provisions of this Extension are fully reinstated.

### 6 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a** removing debris from the site of the Premises and the area immediately adjacent
- b** dismantling and/or demolishing
- c** shoring up or propping

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

### 7 Damage by Emergency Services

The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance.

## Section 2 – Trade Contents

### 8 Contracting Purchaser's Interest

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by them or on their behalf) shall be entitled to benefit under this Section without prejudice to Your and Our rights and liabilities until completion.

### Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf
- 2 Damage to Glass and Sanitaryware as defined under Section 6 of this Policy other than breakage by or arising out of Fire, Lightning or Explosion or salvage operations consequent thereon
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self ignition, short circuit, excessive pressure, self heating or leakage of electricity unless more specifically insured under the Policy Extensions.

### Special Conditions Applicable to this Section

#### 1 Index Linking

The Sum Insured by each item of Section 1 of the Schedule is subject to Index Linking.

#### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

#### 3 Basis of Claims Settlement

The Basis of Settlement for each and every item under this Section shall be on a Reinstatement Basis.

#### 4 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

#### 5 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6, 7 and 11.

#### 6 Flat Roof Condition

- a Any flat portion of the roof is to be inspected on a bi-annual basis by a competent roofing contractor and any recommendations implemented
- b We shall not be liable for the first £500 for each and every claim attributable to Storm on that part of the building with a flat roof.

### Definitions

#### Trade Contents

Trade Contents belonging to You or for which You are responsible including Cigarettes, Cigars and Tobacco, Wines and Spirits, All Other Stock and Business Contents.

#### All Other Stock

Stock in Trade other than Cigarettes, Cigars and Tobacco and Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

#### Cigarettes, Cigars and Tobacco

Cigarettes, Cigars and Tobacco belonging to You or held in trust or on commission for which You are responsible.

#### Wines and Spirits

Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

#### Business Contents

- a Trade fixtures, fittings, plant, machinery, office equipment, meters, telephone installations belonging to You or for which You are responsible
- b all other contents used in connection with or for the purpose of the Business whilst in the Premises

excluding:

- 1 bills of exchange, promissory notes, money, deeds, bonds or documents of any description, business books (except for their value as stationery and the cost of clerical labour expended in writing up and reinstatement thereof), plans, specifications, designs
- 2 jewellery, furs, precious metals, precious stones or articles composed of any of them
- 3 computer system records except for the value of the material together with reproduction costs up to £25,000 including the cost of gathering information but excluding the value to You of the information.
- 4 all other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits
- 5 any other property separately described in the Schedule or which is more specifically insured.

### Cover

We will Indemnify You in the event of Damage to the Trade Contents insured at the Premises caused by any of the following Contingencies:

#### Contingencies

- 1 **Fire, Lightning, Explosion, Earthquake**
- 2 **Aircraft** or other aerial devices or articles dropped from them
- 3 **Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
  - a occurring in Northern Ireland
  - b to Property in any portion of the Premises which is Vacant or Disused
  - c to property in the open
  - d caused by any of Your or Your resident manager's household or any of Your Employees

**4 Storm or Flood** but excluding Damage:

- a** resulting from frost, subsidence, ground heave or landslip
- b** to property in the open
- c** attributable solely to change in the water table level
- d** to All Other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level

**5 Escape of Water** from any tank apparatus or pipe excluding Damage:

- a** to Property in any portion of the Premises which is Vacant or Disused
- b** to All Other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level

**6 Impact** by any vehicle train or animal**7 Theft** or any attempt thereat but excluding:

- a** theft from any garden, yard or open space and any outbuilding detached from the main building
- b** Damage to Property in any portion of the Premises which is Vacant or Disused
- c** by any of Your or Your resident manager's household or any of Your Employees

**8 Robbery****9 Breakage or collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:

- a** by lopping pruning or felling of trees
- b** to property in the open

**10 Leakage of fuel** from any fixed oil heating installation but excluding Damage:

- a** to Property in any portion of the Premises which is Vacant or Disused
- b** to All Other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level

**11 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage:

- a** occasioned by leakage of beverages from bottled stock
- b** to Property in any portion of the Premises which is Vacant or Disused
- c** to All Other Stock, Cigarettes, Cigars and Tobacco and Wines and Spirits stored in any basement unless raised at least 6 inches (150mm) above floor level

**12 Any Other Accidental Damage** but excluding:

- a** Damage caused by or resulting from:
  - i** wear and tear, the action of light or atmosphere, moths, vermin or insects

- ii** any process of cleaning, dyeing, restoring, adjusting or repairing

- iii** corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration

- iv** subsidence or ground heave of any part of the site on which the property stands, or landslip

**b** Damage to the Property insured caused by or consisting of

- i** inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials

- ii** faulty or defective workmanship operational error or omission on Your part or any of Your Employees

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded

- c** Damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions

- d** Damage specifically excluded in the

- i** Contingencies I-II of this Section

- ii** Exclusions applicable to this Section

- iii** General Exclusions

- e** normal maintenance or repair

- f** erasure or distortion of information on computer systems or other records unless more specifically insured under the Policy Extensions

- g** Damage by confiscation or detention by Customs or other officials or authorities

- h** Damage following dishonesty or fraudulent action by Your employees or any person lawfully on the Premises

- i** any shortage due to error or omission

- j** Damage to property in transit

- k** the amount of the Excess stated in the Schedule for each and every claim except for Damage to audio, audio-visual or hi-fi equipment, televisions, trouser presses and tea and coffee making equipment where the amount of such Damage is £1,000 or less.

**Extensions****1 Underground Services**

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as tenant but not as owner.

**2 Theft Damage to Buildings**

The insurance provided by Contingency 7 of this Section extends to include Damage to Buildings caused by Theft or any attempt thereat at the Premises.

### 3 Customers', Guests' and Employees' Personal Effects

The insurance by this Section is extended to include Damage to customers', guests' and/or employees' personal effects and/or motor vehicles within the boundaries of the Premises all for which you are fully responsible caused by an insured Contingency, but not exceeding the following Limits of Liability:

- a personal effects of any one customer, guest and/or employee – £1,000
- b any one motor vehicle – £10,000
- c any one claim by You in respect of all customers', guests' and/or employees' personal effects and motor vehicles – £100,000.

Cover provided by this Extension in respect of personal effects excludes personal valuables, works of art, collections, money, deeds or documents of any description and travel tickets.

### 4 Temporary Removal

The insurance by this Section is extended to include Business Contents whilst temporarily removed from or in transit to or from the Premises for cleaning renovation repair or similar purposes but remaining in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a any amount exceeding 20% of the Sum Insured stated in the Schedule in respect of Business Contents
- b property otherwise insured
- c motor vehicles and motor chassis licensed for normal road use.

### 5 Replacement Locks

The insurance by this Section is extended to include the cost of changing the safe and external door locks at the Premises up to a limit of £1,000 following loss of keys:

- a by Theft from Your Premises or Your home or that of Your authorised employee
- b by Robbery as insured herein whilst such keys are in Your personal custody or that of Your authorised employee excluding the first £25 of each and every claim.

### 6 Seasonal Increase

The Sums Insured in respect of Cigarettes, Cigars and Tobacco, Wines and Spirits and All Other Stock are increased in each Period of Insurance by:

- a 55% during December and January
- b 55% for a period of 15 days preceding and including any Bank or Public Holidays other than occurring in the period in a above and for a period of 15 days thereafter.

### 7 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a removing debris from the site of the Premises and the area immediately adjacent
- b dismantling and/or demolishing
- c shoring up or propping

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

### 8 Loss of Oil and Metered Water

The insurance by this Section is extended to include the loss of oil or metered water contained in a fixed installation at the Premises following Damage up to a limit of £5,000 in any one Period of Insurance.

### 9 Property in the Open

The insurance by this Section is extended to include Damage to property in the open not otherwise excluded up to a limit of £1,000 for any one claim.

### Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf
- 2 Damage by confiscation or detention by customs or other officials or authorities
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity unless more specifically insured under the Policy Extensions
- 4 Damage to Glass and Sanitaryware as defined under Section 6 of this Policy other than breakage by or arising out of Fire, Lightning or Explosion or salvage operations consequent thereon
- 5 Damage to any electrical sign or its installation
- 6 any disappearance or shortage revealed only at the time of a stocktaking or a stock check or the making of an inventory or not traceable to a specific event
- 7 motor vehicles (other than those belonging to customers or guests or employees for which you are fully responsible and motorised gardening implements) caravans boats and accessories therein and thereon
- 8 domestic pets and livestock.

### Special Conditions Applicable to this Section

#### 1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

#### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

The total amount payable in respect of any one claim under this Section shall not exceed the total of the sums insured shown under Section 2 in the Schedule.

## Section 3 – Public and Products Liability

### 3 Basis of Claims Settlement

#### a Cigarettes, Cigars and Tobacco, Wines and Spirits and All Other Stock

We will pay You the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly.

#### b Business Contents

The Basis of Settlement shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

### 4 Automatic Reinstatement of Sum Insured

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a You undertake to pay the appropriate additional premium
- b You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require.

### 5 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6, 7, 8 and 12.

### 6 Flat Roof Condition

- a Any flat portion of the roof is to be inspected on a bi-annual basis by a competent roofing contractor and any recommendations implemented
- b We shall not be liable for the first £500 for each and every claim attributable to Storm arising from that part of the building with a flat roof.

### Definitions

#### Employee

Any person while working for You in connection with the Business who is:

- 1 under a contract of service or apprenticeship with You
- 2 a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- 3 a labour master or person supplied by him
- 4 a person engaged by a labour only sub-contractor
- 5 a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- 6 a driver or operator of hired-in plant
- 7 a trainee or person undergoing work experience
- 8 a voluntary helper.

#### Business

The Business as shown in the Schedule shall include:

- 1 ownership maintenance and repair of the premises
- 2 the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- 3 private work undertaken with Your prior consent by Employees for any of Your directors or senior officials
- 4 participation in trade shows or exhibitions.

#### Territorial Limits

- 1 Great Britain Northern Ireland the Isle of Man or the Channel Islands
- 2 elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in 1 above.

#### Products Supplied

Goods (including labels and containers and packaging) sold or supplied by You from the Premises in the course of the Business.

### Cover

In the event of the Contingency described below We will indemnify You against the following:

- 1 all sums which You shall become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the Business
- 2 all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies
- 3 the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of the Contingency.

## Contingency

### Public Liability and Products Liability

- a Accidental Injury to any person other than an Employee
- b Accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee
- c Loss arising from trespass nuisance obstruction loss of amenities or interference with any easement of air light water or right of way

occurring in connection with the Business during the Period of Insurance and within the Territorial Limits.

Our liability for all compensation (excluding costs) payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the Indemnity Limit stated in Section 3 of the Schedule but in respect of Products Supplied this limit shall apply to all insured events occurring in any one Period of Insurance.

### Extensions

#### 1 Cross Liabilities

If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate Policy had been issued to each but Our total liability shall not exceed the Indemnity Limit.

#### 2 Motor Contingent Liability

We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in the United Kingdom Isle of Man or Channel Islands provided that We shall not be liable:

- a in respect of Damage to the vehicle
- b whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or any one on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence.

#### 3 House Name and Advertisement Signs

We will indemnify You in respect of legal liability arising out of house name or advertisement signs in connection with the Business situate on or around the Premises and elsewhere for which You are responsible (including responsibility by virtue of any agreement with any local or district authority relieving such authority in respect of its liability therefor)

#### 4 Personal Liability

We will indemnify You in respect of legal liability incurred in a personal capacity by You, Your resident manager or any family member permanently residing in the Premises for Injury or Damage to Property occurring anywhere within the Territorial Limits provided that this Extension shall not apply to liability:

- a excluded under this Section
- b arising from:
  - i any profession or business

- ii tree felling or lopping operations
- iii the ownership possession or use of any animal (other than cats dogs or horses)
- c assumed under agreement and which would not have attached in the absence of such agreement.

#### 5 Defective Premises Act 1972

We will indemnify You in respect of legal liability arising out of the ownership of premises in the event of any premises being disposed of by You prior or subsequent to the inception of this Policy where such liability devolves upon You by reason of the Defective Premises Act 1972 provided that:

- a such liability is not otherwise insured
- b We will not be liable in respect of damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work.

#### 6 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

#### 7 Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors, partners or Employees against legal costs and expenses incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a Part 2 of the Consumer Protection Act 1987
  - or
  - b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990
- committed or alleged to have been committed in the course of the Business during the Period of Insurance.

Provided that this indemnity shall not apply to

- i the payment of fines or penalties
- ii proceedings or appeals in respect of any deliberate act or omission by You
- iii costs or expenses insured by any other policy.

#### 8 Damage to Leased or Rented Premises

The exclusion of property in Your charge or under Your control or that of any of Your Employees shall not apply in respect of Damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of:

- a such Damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement
- b the first £100 of such Damage caused otherwise than by fire or explosion.

### 9 Employees Personal Effects

The exclusion of property in Your charge or under Your control or that of any of Your Employees shall not apply in respect of Damage to clothing and personal effects belonging to Employees.

### 10 Guests' Property

The exclusion of property in Your charge or under Your control or that of any of Your Employees shall not apply to liability in respect of:

- a Damage to guests' property (other than motor vehicles and the contents thereof) contained in the Premises
- b Damage to guests' motor vehicles and the contents thereof in the garage or car park at the Premises

provided that:

- i this Extension shall not apply to guests' property which is expressly offered to You or Your authorised Employee for safe custody unless it is accepted and deposited in a locked safe approved by Us
- ii if the building is an establishment to which the Hotel Proprietors Act applies You have displayed a copy of the notice set out in the Schedule to the Act in a conspicuous position at or near the reception office or desk or where there is no reception office or desk at or near the main entrance to the building
- iii Your garage shall be securely locked overnight
- iv Our liability in respect of or arising out of any one event or of all events of a series consequent on one original cause shall not exceed:
  - a £10,000 for property deposited for safe custody
  - b £25,000 in all for any one claim in respect of any one guest's property including motor vehicles and the contents thereof.

### 11 Wrongful Arrest

We will indemnify You in respect of Your legal liability arising out of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an Employee).

### 12 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a £250 for You or any of Your directors or partners
- b £150 for any Employee.

### 13 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b at Your request:
  - i any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
  - ii any of Your directors or Employees in respect of liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
  - iii any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - iv any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability
- ii each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- iii we shall retain sole conduct and control of any claim
- iv where We are required to indemnify more than one party Our total liability shall not exceed the relevant Indemnity Limit.

### 14 Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are

- a a registered user in accordance with the terms of the Act
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- ii any Damage or distress caused by any act of fraud or dishonesty

- iii the costs and expenses of rectifying rewriting or erasing data
- iv liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v the payment of fines or penalties.

### Exclusions

- I This Section shall not apply to liability in respect of:
  - a Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery
  - b Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
    - i any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy)
    - ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
  - c Injury or Damage arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by You or anyone acting on Your behalf
  - d Damage to that part of any Property upon which You or anyone on Your behalf is or has been working and arising out of such work
  - e Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
 

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Our liability in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit shown in the Schedule.

For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean:

    - i all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
    - ii all Damage or Injury directly or indirectly caused by such pollution or contamination.
  - f Damage to any commodity article or thing supplied installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof

- g Damage to or costs and expenses involved in the repair, replacement, removal or dismantling of any Products Supplied which are the subject of any claim under this Section or any refund paid on such Products Supplied
- h Liquidated damages, fines or penalties
- i Punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

### Special Conditions Applicable to this Section

#### I Excess

We will not be liable for the first £100 of each and every loss in respect of Damage to Property.

## Section 4 – Employers Liability

### Definitions

#### Employee

Any person while working for You in connection with the Business who is:

- 1 under a contract of service or apprenticeship with You
- 2 a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- 3 a labour master or person supplied by him
- 4 a person engaged by a labour only sub-contractor
- 5 a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- 6 a driver or operator of hired-in plant
- 7 a trainee or person undergoing work experience
- 8 a voluntary helper.

#### Business

The Business as shown in the Schedule shall include:

- 1 ownership maintenance and repair of the premises
- 2 the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- 3 private work undertaken with Your prior consent by Employees for any of Your directors or senior officials
- 4 participation in trade shows or exhibitions.

#### Territorial Limits

- 1 Great Britain Northern Ireland the Isle of Man or the Channel Islands
- 2 elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in 1 above.

#### Cover

In the event of the Contingency described below We will indemnify You against the following:

- 1 all sums which You shall become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the Business
- 2 all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies
- 3 the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of the Contingency.

#### Contingency

##### Employers Liability

Accidental Injury caused during the Period of Insurance to any Employee if such Injury arises out of and in the course of their employment by You within the Territorial Limits.

Our liability for all compensation, legal costs and expenses and solicitors' fees payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the Indemnity Limit stated in Section 4 of the Schedule.

### Extensions

#### 1 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

#### 2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a £250 for You or any of Your directors or partners
- b £150 for any Employee.

#### 3 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Injury caused during any Period of Insurance and arising out of and in the course of employment by You in the Business against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request indemnify up to the Indemnity Limit the said Employee or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a there is no appeal outstanding
- b if any payment is made hereunder the Employee or the personal representative of the Employee shall assign the judgement to Us
- c this extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance under any Road Traffic Act legislation is required.

#### 4 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

## Section 5 – Loss of Income and Loss of Book Debts

- b** at Your request:
- i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
  - ii** any of Your directors or Employees in respect of liability arising in connection with the Business
- provided that You would have been entitled to indemnity under this Section if the claim had been made against You
- iii** any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - iv** any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i** such persons are not entitled to indemnity under any other policy covering such liability
- ii** each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- iii** we shall retain sole conduct and control of any claim
- iv** where We are required to indemnify more than one party Our total liability shall not exceed the relevant Indemnity Limit.

### 5 Injuries to Working Partners

In respect of Injury sustained by any working partner named in the Schedule We will deem such partner to be an Employee provided that We shall only be liable under this Extension where:

- a** the injury is sustained whilst such partner is working in connection with the Business
- b** the injury is caused by the negligence of another partner or Employee whilst working in the Business.

### Exclusions

- 1** This Section shall not apply to liability for Injury to any Employee (other than the driver) for which compulsory insurance or security is required by any road traffic legislation
- 2** This Section shall not apply to liability in respect of Injury arising out of manual work away from Your Premises, other than collection or delivery.

### Special Conditions Applicable to this Section

#### 1 Law Applicable

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man.

However, You will repay Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### Definitions

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage.

#### Gross Income

The money paid or payable to You for goods sold (less the cost of purchases) and services rendered in the course of the Business either at the Premises or elsewhere.

#### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with Our consent.

#### Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- 1** bad debts
- 2** debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
- 3** abnormal trading conditions affecting the Business
- 4** Your last record of amounts owed by customers.

### Cover

#### 1 Loss Of Income

If property used by You at the Premises or elsewhere as specified sustains Damage, for which liability has been admitted under Sections 1, 2 or 6 causing an interruption of the Business which results in loss of Gross Income We will indemnify You for the:

- a** amount by which the Gross Income during the Indemnity Period, as a result of Damage, falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred
- b** Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of the Damage, not exceeding the amount of Gross Income thereby avoided

less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage.

Provided that if at the time of any Damage the Sum Insured on Gross Income is less than the Gross Income which would have been earned in the Indemnity Period following the date of the Damage the amount payable will be proportionately reduced

- c** the additional expenditure beyond that recoverable under **b** above for the sole purpose of providing alternative accommodation and food (including paying incidental removal costs) for You, Your family and employees normally living in the Premises up to 10% of the Sum Insured on Gross Income
- d** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

## Extensions

Cover provided by this Section is extended to include loss of Gross Income following interruption of the business as a result of:

### 1 Prevention of Access

Damage to property in the vicinity of the Premises caused by any of the Contingencies insured under Section 2 which prevents or hinders use of or access to the Premises.

### 2 Public Utilities

- a** accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:
  - i** Your wilful act or neglect
  - ii** a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
  - iii** a scheme of rationing unless solely necessitated by accidental Damage to the supply undertaking's generating or supply equipment
  - iv** any industrial action or drought
  - v** any failure of supply lasting for less than thirty minutes
- b** Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

### 3 Suppliers

Damage by any of the Contingencies insured under Section 2 to Property at the premises of any of Your suppliers or booking agencies (other than suppliers of electricity, gas, water or telecommunication service) within the United Kingdom Channel Islands or Isle of Man up to a limit of:

- a** 25% of the Sum Insured in respect of any brewer supplying You
- b** 10% of the Sum Insured otherwise.

### 4 Closure

closure of any part of the Premises by a competent Authority due to defective drains or other sanitary arrangements, vermin or pests

### 5 Disease or Pollution

- a** murder or suicide occurring at the Premises
- b** the occurrence of the following diseases:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at the Premises
- c** poisoning directly caused by the consumption of food or drink provided at the Premises

Provided the use of the Premises is restricted on the order or advice of a competent Authority

- d** any of the diseases listed in item **b** above occurring within a 10 mile radius of the Premises that is directly responsible for cancellation of bookings for services provided by You in connection with the Business

- e** sudden and accidental pollution of a beach or coastal or inland waterway at the Premises or within a 25 mile radius
- The maximum amount payable under each of **a** to **d** above is £25,000 during each Period of Insurance.

The maximum amount payable under **e** above is £25,000 for each occurrence during each Period of Insurance.

### 6 Public Emergency

the actions or advice of a competent Public Authority due to an emergency likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises excluding:

- a** any loss during the first four hours
- b** any period other than the actual period when access to the Premises was prevented
- c** labour disputes
- d** any loss occurring in Northern Ireland
- e** infectious or contagious disease.

### 7 Loss of Book Debts

if Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain Damage from any of the Contingencies insured under Section 2 of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a** the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
- b** the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- c** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

This Loss of Book Debts Extension does not cover loss as a result of:

- i** erasure or distortion of information on computer systems or other records
  - a** due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to the said machine or apparatus
  - b** due to defects in such records
- ii** deliberate falsification of business records
- iii** mislaying or misfiling of tapes and records
- iv** the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- v** wear and tear and gradual deterioration vermin rust damp or mildew
- vi** dishonest or fraudulent acts by any of Your employees.

### Special Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy;

## Section 6 – Other Contingencies

- a in a locked, fire-resistant safe or cabinet at the Premises or
- b away from the Premises.

### 8 Alternative Accommodation

Reasonable expenses incurred by You or Your family permanently residing at Your Premises, for comparable alternative accommodation at an hotel, guest house or boarding house during such part of the Indemnity Period that Your Premises are uninhabitable following Damage. Subject to any amount claimed being reduced by the amount of any reduction in charges or expenses of Your Business following interference or interruption to Your Business.

### Special Conditions Applicable to this Section

#### 1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 5 in the Schedule for each item.

#### 2 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

#### 3 Cessation of Trading

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless We give Our written consent.

#### 4 Accounting Adjustments

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded.

#### 5 Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

#### 6 First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Gross Income of the Business for the first financial year would have been had the Damage not occurred.

### Exclusion

We shall not be liable under this Section for loss arising directly or indirectly from:

- a erasure loss distortion or corruption of information on computer systems or other records programmes or software caused deliberately by Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons
- b other erasure loss distortion or corruption of information on computer systems or other records programmes or software unless resulting from any of Contingencies 1 to 11 of Section 1 and any of Contingencies 1 to 12 of Section 2 of this Policy insofar as it is not otherwise excluded.

### Sub Section 1 – Glass

#### Definitions

##### Glass

All fixed glass (including shelves showcases and mirrors).

##### Sanitary Ware

Fixed items of sanitaryware contained in Your Premises.

#### Cover

In the event of breakage of Glass or Sanitaryware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass We will in addition pay for any boarding up costs reasonably incurred.

#### Extensions

We will also indemnify You in respect of:

- 1 damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4 the reasonable cost of boarding up the aperture pending replacement of any Glass covered by this Section.

Provided that Our liability under any or all of these Extensions shall not exceed the Sum Insured shown in the Schedule for any one incident.

#### Exclusions

This Sub Section does not cover breakage or Damage:

- 1 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
- 2 occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises
- 3 caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 2 of this Policy
- 4 of any item flawed or broken at the commencement of this insurance
- 5 in any portion of the Building which is Vacant or Disused.

### Special Conditions Applicable to this Sub Section

#### 1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

## Sub Section 2 – All Risks on Fixed Signs

### Cover

We will by payment or at Our option reinstatement or repair indemnify You against Damage to any sign belonging to You or for which You are responsible situate fixed on the exterior of or outside and in the immediate vicinity of the Premises up to the Sum Insured stated in the Schedule.

### Exclusions

We will not be liable under this Sub Section in respect of Damage:

- 1 occasioned by or happening through wear and tear, the action of light or atmosphere, moths, vermin or insects
- 2 occasioned by or happening through any process of cleaning, dyeing, restoring, adjusting or repairing
- 3 corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
- 4 occasioned by or happening during erection, fitting, installation or removal
- 5 to any part arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions.

### Special Conditions to this Sub Section

#### 1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

## Sub Section 3 – Goods in Transit

### Cover

We will Indemnify You in the event of Damage to the Trade Contents as defined in Section 2 whilst in transit by vehicles owned, hired or leased by You (including loading and unloading and temporary housing in course of transit) anywhere within the United Kingdom the Channel Islands the Isle of Man and the Republic of Ireland including sea transits between any of these territories.

### Exclusions

We will not be liable under this Sub Section in respect of:

- 1 theft from any unattended vehicle unless:
  - a such vehicle is securely locked at all points of access
  - b between the hours of 9.00pm and 6.00am the vehicle is kept within a securely locked building.
- 2 the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- 3 Damage due to natural deterioration
- 4 any consequential or indirect loss of any kind loss of market or Damage due to delay

- 5 Damage to bills of exchange promissory notes money securities for money stamps precious stones jewellery bullion or loss or death of or injury to living creatures
- 6 spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the Property insured.

### Special Conditions Applicable to this Sub Section

#### 1 Limit of Liability

The maximum amount payable in respect of any item insured under this Sub Section is the Sum Insured stated in the Schedule

#### 2 Basis of Claims Settlement

The basis of claims settlement under this Sub Section is for:

##### a Cigarettes, Cigars and Tobacco, Wines and Spirits and All Other Stock

We will pay You the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly.

##### b Business Contents

The Basis of Settlement shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

#### 3 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

#### 4 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

## Section 7 – Loss of Money

### Definitions

#### Money

Cash, Bank and Currency Notes, Uncrossed Cheques, Girocheques, Postal Orders or Money Orders, unused current Postage Stamps, unaffixed National Insurance Stamps, National Savings and Holidays with Pay Stamps, Trading Stamps, Luncheon Vouchers, Mobile Phone Talk Vouchers, Gift Tokens, Consumer Redemption Vouchers, Travel Tickets and Gaming Machine Tokens all belonging to You or for which You have accepted responsibility.

#### Non-Negotiable Money

Crossed Cheques, Girocheques, Postal Orders, Money Orders, Bankers' Drafts, or Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards, National Savings Certificates, Premium Bonds, Credit and Debit Card Sales Vouchers and V.A.T. Purchase Invoices.

#### Credit Card

Bank Charge Credit Debit or Cash Card.

#### Business Hours

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

### Cover

We will indemnify You in the event of loss of Money or Non-Negotiable Money whilst:

- 1 in transit
- 2 in a bank night safe and thereafter within the bank premises until at the bank's risk
- 3 in Your home or that of any of Your partners, directors or employees away from the Premises
- 4 in the Premises.

### Extensions

#### 1 Damage to Safes and Carrying Cases

We will indemnify You against such Damage in the event of Damage to any:

- a safe or strongroom
- b case, bag or waistcoat when used for the carriage of Money directly associated with any theft or attempted theft therefrom except insofar as this cost is otherwise insured.

#### 2 Personal Money

Personal money belonging to or the responsibility of You or members of Your family permanently residing with You is deemed to be insured by this Section whilst anywhere in the world provided that Our liability during any one Period of Insurance shall not exceed £250.

#### 3 Unauthorised Use of Credit Cards

We will indemnify You or any member of Your family permanently residing with You against liability under the terms of issue of any Credit Card used in connection with the Business for

loss following fraudulent use thereof by any unauthorised person, provided that Our liability during any one Period of Insurance shall not exceed £500.

It is a condition precedent to liability that:

- a any loss of Credit Cards has been reported to the police within 24 hours of discovering the loss
- b any loss of Credit Cards has been reported to the issuing company immediately
- c the Conditions of Issue of the Credit Cards have been complied with.

### Exclusions

This Section does not cover any:

- 1 loss arising from fraud or dishonesty of any of Your employees unless discovered within 14 working days after the event
- 2 shortages due to error or omission
- 3 loss from an unattended vehicle
- 4 loss occurring in Northern Ireland consequent upon Riot or Civil Commotion
- 5 loss which but for the existence of this Section would have been covered by a Fidelity Guarantee policy except for any excess beyond the amount recoverable thereunder.

### Special Conditions Applicable to this Section

#### 1 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the limit stated in the Schedule

#### 2 Accompaniment Condition

It is a condition precedent to Our liability that Money (other than Non-Negotiable Money) in transit will be subject to the additional conditions as noted below:

- a whenever the amount exceeds £3,000 the Money must be in the possession of at least two able bodied adults
- b whenever the amount exceeds £6,000 the Money must be in the possession of at least two able bodied adults and contained within a cash carrying bag as stipulated or agreed by Us or at least three able bodied adults
- c whenever the amount exceeds £12,000 the Money must be in the possession of an approved security company

#### 3 Keys Clause

All keys or notes of combinations of safes or strongrooms shall be in Your custody or that of an authorised employee during Business Hours and not left in the Premises out of Business Hours.

#### 4 Cash Tills

It is warranted that all cash till drawers after Business Hours be either left open or removed from the till with their contents elsewhere.

## Section 8 – Personal Accident (Assault)

### 5 Money in Automated Teller Machines

It is a condition precedent to Our liability under this policy in respect of any premises containing an Automated Teller Machine (ATM) that;

- a** the ATM is secured to the floor by a minimum of four resin anchor bolts (minimum 12mm diameter to a minimum depth of 150mm) into a substantial concrete base of not less than 170mm thick
- b** the ATM units are emptied at the end of each working day and the money within transferred to a suitably graded safe for the amount of cash involved or else deposited within a bank night safe. Such transfer to be carried out whilst the premises are locked and all customers excluded with at least two able bodied employees present during the transfer
- c** the ATM door and security container within must be left open, empty and unlocked outside of Business Hours
- d** whenever the ATM is opened the premises must be locked, all customers excluded and there must be at least two able bodied employees present
- e** notices must be prominently displayed within the premises stating that the ATM holds no cash outside working hours.

### Definitions

#### Person-insured

You or any of Your partners, directors or employees aged not less than 16 years nor more than 75 years.

#### Cover

If any Person-insured suffers bodily injury caused as the result of robbery or any attempt thereof in the course of the Business which shall independently of any other cause be the sole cause of death or disablement We will pay the Person-insured or their legal personal representative the Benefits stated against each item in the Schedule for any of the Results specified below:

#### Results

- 1** Death (which shall not be presumed by disappearance of the Person-insured)
- 2** Disablement being:
  - a** total and permanent loss of all sight in one or both eyes or
  - b** total loss by physical severance or total and permanent loss of use of one or both hands or feet or
  - c** permanent total disablement from usual occupation
- 3** Temporary total disablement from usual occupation
- 4** Temporary partial disablement from attending to a substantial and essential part of usual occupation
- 5** Incurred medical expenses.

#### Extension

##### 1 Personal Effects

In the event of Damage to the personal effects of the Person-insured following an assault by a person or persons attempting to steal Money or any other property We will pay for such Damage up to an amount not exceeding £500 in respect of each Person-insured.

#### Exclusions

This insurance shall not apply to any Result consequent upon the Person-insured suffering:

- 1** from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause
- 2** any Death or Disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
- 3** any Death or Disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the Person-insured (other than for drugs taken under medical supervision UNLESS for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

## Section 9 – Loss of Licence

### Special Conditions Applicable to this Section

#### 1 Limit of Liability

Benefits for:

- a** Results **3** and **4** shall be payable for a period not exceeding 104 weeks in the aggregate from the commencement of the first Result to occur but both shall not be payable in respect of the same period of time
- b** either or both of Results **3** and **4** shall be payable when the total amount has been agreed or at the request of the Person-insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by Us.

Benefits shall not be payable for:

- i** any of the Results occurring after two years of the injury causing such Result
- ii** more than one of Results **1** and **2** and when payable for one of those Results Benefit shall not also be payable for either of Results **3** and **4** caused by the same injury nor for any of the Results caused by any subsequent injury to such Person-insured.

#### 2 Referral to Medical Practitioner

In the event of any Disablement the Person-insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.

### Definitions

#### Indemnity Period

The period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the Business shall be affected in consequence of the loss of licence provided that if the Premises are disposed of within the twelve months after the loss of licence the Indemnity Period shall terminate either:

- 1** upon disposal, or
- 2** 12 months from the loss of licence whichever is the earlier.

#### Gross Income

The money paid or payable to You in respect of food drink accommodation and services less the cost of food and drink.

#### Cover

If the licence for the sale of excisable liquors which has been granted in respect of the Premises is forfeited suspended or withdrawn We will pay You:

- 1** the amount by which the Gross Income during the Indemnity Period falls short of the Gross Income during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence
- 2** any reasonable additional expenses incurred in maintaining the Gross Income during the Indemnity Period but not more than the loss avoided under **1** above

less any amount saved during the Indemnity Period in respect of reduced expenses due to the event.

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if forfeiture suspension or withdrawal of the licence had not occurred.

If the event occurs in the first trading year the payment under **1** above shall be based on the trading figures immediately before the forfeiture suspension or withdrawal of the licence.

- 3** the reduction in value of the Premises if You are unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and You sell the Premises
- 4** all costs and expenses incurred by You with Our written consent
- 5** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

### Exclusions

This Section does not cover any loss if:

- 1** You are entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
- 2** alterations to the Premises requiring the consent of the licensing or other authority shall be made without that consent
- 3** the Premises are closed for any period not required by law
- 4** the Premises are not maintained in a good state of sanitary condition or repair

- 5 the direction or requirement of the licensing or other authority is not complied with
- 6 the forfeiture or refusal to renew the licence occurs wholly or partly by or through Your misconduct procurement connivance neglect or omission or by any omission by You to take any step necessary to keep the licence in force
- 7 prior or subsequent to the refusal to renew or forfeiture of the licence the Premises are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences
- 8 attributable solely to a change in the water table level.

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

### Special Conditions Applicable to this Section

#### 1 Limit of Liability

The maximum amount payable during any Period of Insurance is the Sum Insured stated in the Schedule plus Professional Accountants Charges.

#### 2 Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

#### 3 Alternative Trading

If during the Indemnity Period food drink or accommodation shall be supplied or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the money paid or payable in respect of such food drink accommodation or services shall be brought into account in arriving at the reduction in Gross Income during the Indemnity Period.

#### 4 Change in Circumstances

You shall on becoming aware of any:

- a complaint against the Business
- b proceedings against or conviction of the licence holder manager tenant or occupier of the Premises for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety
- c change in the tenancy or management of the Premises
- d transfer or proposed transfer of the licence
- e alteration in the purpose for which the Premises are used
- f objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to Us and supply such additional information and give such assistance as We may reasonably require.

#### 5 Transfer of Licence

In the event of Your death bankruptcy or incapacity or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the tenant manager occupier or licence holder You shall where practicable and at Our request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

#### 6 Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal You shall:

- a give notice in writing to Us within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
- b give all such assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew and allow Us and Our solicitors full discretion in the conduct of such proceedings
- c apply if practicable and if required by Us for the grant of such new licence for the same or alternative premises as may enable You to continue the Business in a similar or alternative form
- d provide a statement of Your loss if any together with such documents statements and accounts as may be reasonably required by Us to verify the same and also if required by Us make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give Us free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business.

## Section 10 – Personal Accident

### Definitions

#### Person-insured

You or Your partners directors or employees aged not less than 16 years nor more than 75 years when named in the Schedule.

#### Accident

Bodily injury caused solely by violent accidental external and visible means which injury shall within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

#### Cover

In the event of any Accident happening to the Person-insured who shall thereby suffer any of the Results We will pay the Person-insured or their legal personal representative the Benefit stated in the Schedule for that Result as specified below:

#### Result

- 1** Death (which shall not be presumed by disappearance of the Person-insured)
- 2** Disablement being:
  - a** Total loss by permanent loss of all sight in one or both eyes
  - b** Total loss by physical severance or total and permanent loss of use of one or both hands or feet
  - c** Total and permanent disablement from engaging in or attending to business of any kind
- 3** Temporary total disablement from engaging in or attending to usual business.

#### Exclusions

This Section shall not apply to an Accident or Result consequent upon:

- 1** the Person-insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person-insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
The expression "aircraft" shall mean any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft
- 2** the Person-insured engaging in:
  - a** Winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports
  - b** Riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind
- 3** the Person-insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause
- 4** the influence of intoxicating liquor or drugs taken by the Person-insured (other than for drugs taken under medical supervision UNLESS for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease

- 5** intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life)
- 6** or contributed to by any Person-insured suffering from any pre-existing physical or mental defect or infirmity
- 7** the Person-insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

### Special Conditions Applicable to this Section

#### 1 Limit of Liability

Compensation for Result **3** shall:

- a** not exceed normal weekly net earnings
- b** be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result
- c** be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result **3** We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person-insured in connection with the Injury causing the Result.

Compensation shall not be payable for more than one of the Results described under **1** or **2** above and when payable for one of those Results shall not be payable for Result **3** caused by the same Accident nor for any of the Results caused by any subsequent Accident.

#### 2 Change in Circumstances

You shall give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person-insured and pay any additional premium that may be required by Us and before each renewal of this Section shall give written notice to Us of any injury or disease with which any Person-insured has been or is affected and of which You have become aware.

We shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives shall in all cases effectually discharge Us.

## Section II – Household Contents

### Definitions

#### Household Contents In Your Home

Household Contents at the Premises comprising household goods, works of art, collections, audio and visual equipment clothing, luggage, sports equipment, gold and silver articles, watches, jewellery, cups, trophies, furs and pedal cycles belonging to You or the resident manager or any of their family permanently residing with them excluding any article, collection or set with a value in excess of £1,500 unless specifically mentioned in the Schedule.

#### Household Contents Away From Your Home

Household Contents anywhere in the world other than at the Premises comprising household goods, works of art, collections, audio and visual equipment clothing, luggage, sports equipment, gold and silver articles, watches, jewellery, cups, trophies and furs (excluding pedal cycles) belonging to You or the resident manager or any of their family permanently residing with them excluding any article, collection or set with a value in excess of £1,500 unless specifically mentioned in the Schedule.

#### Pedal Cycles Away From Your Home

Pedal cycles anywhere in the world other than at the Premises belonging to You or the resident manager or any of their family permanently residing with them excluding any pedal cycle in excess of £1,500 unless specifically mentioned in the Schedule.

### Cover

We will Indemnify You in the event of accidental Damage to the Property described by each Item in the Schedule by payment or at Our option by reinstatement or repair.

### Exclusions

This Section does not cover:

- 1 Damage to hearing aids, contact or corneal lenses, money, documents, securities, motor vehicles, caravans, camping equipment, watercraft, aircraft or animals
- 2 Property used for any professional or business purposes
- 3 Property more specifically insured by You or on Your behalf
- 4 Property left in an unattended motor vehicle unless all doors, windows and boot or hatchback are closed and securely locked
- 5 Damage to pedal cycles:
  - a by Theft if left unattended anywhere other than at the Premises unless immobilised by a security device
  - b when used for practising or for racing, pacemaking or time trials
- 6 Damage to sports equipment while in use
- 7 Damage caused by or resulting from:
  - a wear and tear, the action of light or atmosphere, moths, vermin or insects
  - b any process of cleaning, dyeing, restoring, adjusting or repairing
  - c corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
- 8 Damage to any item arising from its own mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the

Policy Extensions

- 9 Erasure or distortion of information on computer systems or other records unless more specifically insured under the Policy Extensions
- 10 Damage by confiscation or detention by Customs or other officials or authorities
- 11 Damage following dishonesty or fraudulent action by Your employees or any person lawfully on the Premises
- 12 Damage by chewing, scratching, tearing or fouling by domestic pets
- 13 Damage to Household Contents In Your Home in any portion of the Premises which is Vacant or Disused.

### Special Conditions Applicable to this Section

#### 1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

#### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

#### 3 Basis of Claims Settlement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

If the Sum Insured for any item at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly. We may at Our option reinstate or replace the Property or any part thereof.

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. We will only indemnify You for individual damaged items and not undamaged companion pieces.

#### 4 Automatic Reinstatement of Sum Insured

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a You undertake to pay the appropriate additional premium
- b You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require.

#### 5 Excess

In respect of:

- a Household Contents In Your Home
- b Household Contents Away From Your Home and Pedal Cycles Away From Your Home

We shall not be liable for the amount of the Excess stated at A and B respectively in the Schedule for each and every claim except under the Policy Extensions if otherwise stated.

# Policy Extensions

The following Policy Extension(s) automatically apply:

## Policy Extension I: Equipment Breakdown

### Definitions

#### Accident

Means:

- a** electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
- b** artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c** Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by You, or operated under Your control;
- d** Damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event not otherwise excluded inside such boilers or equipment; or
- e** Damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event not otherwise excluded inside such equipment.

If an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.

#### Additional Expenses

Expenses incurred to clean up or dispose of the Covered Equipment resulting from contamination by a Hazardous Substance.

#### Breakdown

The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; or

Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative; or

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

#### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

#### Computer Equipment

Equipment that is electronic, computer or other data processing equipment, including Media, Software and peripherals used in conjunction with such equipment belonging to You or for which You are responsible.

#### Covered Equipment

Equipment owned by You or for which You are responsible built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- a** Heating systems and hot water heaters;

- b** Air circulation, ventilation, air conditioning and non-process refrigeration systems;
- c** Electrical panels, emergency generators and electrical distribution systems;
- d** Security, alarm and sound systems;
- e** Lifts and escalators;
- f** Office equipment including telephone systems, fax machines, copiers and printers;
- g** Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers;
- h** Forklift trucks at the Premises;
- i** Domestic kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment used in a non-residential environment.

Excluding:

- i** any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building
- ii** any insulating or refractory material
- iii** any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system
- iv** any water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- v** any vehicle, mobile equipment, aircraft, floating vessel including any equipment mounted on such vehicle, mobile equipment, aircraft or floating vessel
- vi** any construction plant or equipment
- vii** any Production or Process Equipment
- viii** any tool, die, cutting edge, crushing surface, trailing cable, non-metallic lining, driving belt, or band, or any other part requiring periodic renewal or
- ix** any equipment manufactured by You for sale
- x** Computer Equipment.

#### Explosion

The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.

#### Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

#### Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

#### Production or Process Equipment

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product,

including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

#### **Perishable Goods**

Any perishable good which it is normal practice to place into a refrigeration unit for purposes of preservation.

#### **Cover**

The insurance by Sections I, 2 and II (if operative) is extended to include cover for direct physical damage caused to Covered Equipment resulting from an Accident, subject to the terms, conditions, limitations and exclusions of the Policy and this Extension.

#### **Additional Cover**

The following Additional Covers also apply under this Extension. These Additional Covers do not increase the Limits or Sums Insured shown in Your Schedule.

##### **I Hazardous Substances**

We will cover You for Damage to Covered Equipment caused by contamination by a Hazardous Substance, including any Additional Expenses incurred.

Our maximum liability under this Additional Cover shall not exceed £6,000, which shall include, if shown as operative, any actual loss under the Section 5 Loss of Income and Loss of Book Debts.

##### **2 Computer Equipment**

- a** We will cover You for Damage caused by or resulting from an Accident to Computer Equipment occurring whilst such equipment is at the Premises, Our maximum liability under this Additional Cover shall not exceed £100,000
- b** We will also cover You for Damage caused by or resulting from an Accident to Computer Equipment occurring whilst such equipment is at any other situation in any member country of the European Union including whilst in transit between such situations but only whilst in Your custody or control. Our maximum liability under this Additional Cover shall not exceed £5,000 including if shown as operative, any actual loss under Section 5 Loss of Income and Loss of Book Debts.

##### **3 Loss of Income and Loss of Book Debts**

If cover is shown as operative in the Schedule, We will cover You for loss as described under Section 5 Loss of Income and Loss of Book Debts caused by an Accident to Covered Equipment.

Our maximum liability under this Additional Cover shall not exceed £30,000.

##### **4 Perishable Goods**

We will cover You for Damage to Perishable Goods owned by You or for which You are responsible in a refrigeration unit due to change in temperature caused by an Accident or failure of the electricity supply.

We will not cover Damage caused

- a** by the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the supply of electricity

- b** by neglect or misuse
- c** by wear, tear, deterioration of the cabinet or other gradually operating cause
- d** as a result of incorrect setting of thermostats or automatic controlling devices.

We will not be liable for 20% of any loss where the refrigeration unit is over 10 years old.

Our maximum liability under this Additional Cover shall not exceed £15,000.

##### **5 Expediting Expenses**

With respect to damaged Covered Equipment, We will pay for any reasonable costs necessarily incurred to make temporary repairs and expedite permanent repairs or permanent replacement.

Our maximum liability under this Additional Cover shall not exceed £15,000.

#### **Exclusions**

The following Exclusions apply in respect of this Policy Extension

- I** We will not cover You for Damage caused by or resulting from
  - a** a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
  - b** any defect, virus, loss of data or other situation within Media or
  - c** depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, unless such Damage results from an Accident.
- 2** We will not cover You for Damage to any Computer Equipment which is recoverable under any maintenance agreement, warranty or guarantee.
- 3** We will not pay for delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media.

#### **Special Condition applicable to this Extension**

##### **Excess**

An Excess of £200 applies in respect of each individual claim made under this Extension.

## Endorsements

The following Endorsements are operative only if the letter set against them appears in the appropriate place in the Schedule.

### Endorsement A: Subsidence, Ground Heave, Landslip

The following Contingency is added to Sections 2 and 1 (if operative) of this Policy.

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding:

- 1** Damage to yards car parks roads pavements swimming pools walls gates and fences unless also affecting a building insured hereby
- 2** Damage caused by or consisting of:
  - a** the normal settlement or bedding down of new structures
  - b** the settlement or movement of made-up ground
  - c** coastal or river erosion
  - d** defective design or workmanship or the use of defective materials
  - e** fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- 3** Damage which originated prior to the inception of this cover
- 4** Damage resulting from:
  - a** demolition construction structural alteration or repair of any property, or
  - b** groundworks or excavation
 at the same premises
- 5** the amount of the Excess stated in the Schedule for each and every claim.

### Special Condition

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip:

- i** You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- ii** We shall then have the right to vary the terms or cancel the cover.

### Endorsement B: Intruder Alarm Warranty

#### Definitions

##### Intruder Alarm System

The component parts including the means of communication used to transmit signals.

##### Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System.

##### Responsible Person

You or any person authorised by You to be responsible for the security of the Premises.

##### Keyholder

You or any person or keyholding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to the Premises.

It is a condition precedent to liability in respect of Theft under this Policy that in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means:

- 1** The Premises are protected by an Intruder Alarm System installed as agreed with Us
- 2** The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with Us
- 3** No alteration to or substitution of:
  - a** any part of the Intruder Alarm System
  - b** the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
  - c** the maintenance contract
 be made without Our written agreement
- 4** The Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement:
  - a** unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - b** if the Police have withdrawn their response to alarm calls
- 5** All keys to the Intruder Alarm System are removed from the Premises when they are left unattended
- 6** You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
- 7** You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities
- 8** In the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible
- 9** In the event that You receive any notification
  - a** that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b** from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - c** that the Intruder Alarm System cannot be returned to or maintained in full working order

You shall advise Us as soon as possible and in any event not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by Us.

## Important Information

### Your right to cancel

If this cover does not meet your needs, please return all your documents within 14 days of receiving them to Direct Line for Business, Commercial Direct, PO Box 106, 37 Broad Street, Bristol BS99 7NQ. We will return any premium You have paid as long as no claims have been made during that time.

### How to make a claim

To make a claim, phone **0845 303 1753**.

### How to complain

If you need to complain, please call us on our priority number **0845 303 1760**. If your complaint is about a claim please contact your claims handler whose details will be shown in your claims documents.

If you want to complain in writing, send your letter to one of the following:

- a** For complaints about claims, the Technical Operations Manager at the address shown in your claims documents
- b** For other complaints, the Customer Services Team at Direct Line for Business, Commercial Direct, PO Box 106, 37 Broad Street, Bristol BS99 7NQ.

If we cannot settle the matter with you, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, phone number **0845 080 1800**.

### Details about our Regulator

U K Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited on **www.fsa.gov.uk**, or the Financial Services Authority can be contacted on **0845 606 1234**.

The Financial Services Authority registration number for U K Insurance Limited is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint be dealt with promptly.

### Consumer credit agreement

#### Your right to cancel your consumer credit agreement

If you have chosen to pay by instalments, we will send you a consumer credit agreement. You can cancel this within 14 days of receiving it. If you would like to cancel the consumer credit agreement, please call us on **0845 303 1760** or write to us at the address shown on your documents. We will refund any premium you have paid as long as no claim has been made. If a claim has been made, we will take any unpaid instalments from the amount we pay to settle your claim.

If you do not cancel the consumer credit agreement within 14 days, you must continue to pay the instalments for your policy.

If you don't we will cancel your cover and end the consumer credit agreement.

Note: if you cancel your consumer credit agreement, you can continue to be covered under your policy as long as you pay the full premium. Otherwise, cover under your policy will also end.

#### Other important information about your consumer credit agreement

If you have a complaint about your consumer credit agreement, read the 'How to complain' section opposite.

You can end your consumer credit agreement at any time. However, if you want your cover under the policy to continue, you must pay the premium for the rest of the period of insurance. If you decide to cancel your cover under the policy, all cover will end from the date your first unpaid instalment was due.

We can end your consumer credit agreement if you fail to pay any instalment by the date it is due. For full details, see your consumer credit agreement.

Other taxes or costs not charged by us or paid through us may apply to your consumer credit agreement.

English law will apply to your consumer credit agreement, and disputes will be referred to English courts.

We have supplied your consumer credit agreement and other information in English and we will communicate with you in English.

#### Automatic Renewals

We may automatically renew your policy on the renewal date. If we plan to automatically renew your policy, we will let you know we are planning to do this before your cover ends together with sending you details of the renewal premium. If you do not want to renew this policy, you should let us know before the renewal date.

## Your Information

### Who we are

Direct Line Pub & Restaurant Insurance is underwritten by U K Insurance Limited.

You are giving your information to U K Insurance Limited who are members of The Royal Bank of Scotland Group (The Group).

For information about our group of companies please visit **www.rbs.com** and click on 'About Us', or for similar enquiries please telephone **0131 556 8555** or Textphone **0845 900 5960**.

### Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

### How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

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

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

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

### Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions) We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

### Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like

someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

### Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud, money laundering and terrorist financing, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

### Employers' Liability Tracing Office (ELTO)

We are also required to supply employers' liability insurance policy details to the Employers' Liability Tracing Office (ELTO). These details will be added onto the Employers' Liability Database (ELD), which will be managed by ELTO. This database will be accessible by any claimants, and will assist claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK, to find the insurer that was providing employers' liability cover during their relevant period of employment and also to find the relevant employers' liability insurance policies.

### Your Rights

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Compliance Department, Churchill Court, Westmoreland Road, Bromley BRI IDP quoting your reference. A fee may be payable.

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DLFB75 1211



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