Retail Package Wording

arranged by BEECH UNDERWRITING AGENCIES LTD
Retailers Wording

RETAIL INSURANCE

The Certificate, Schedule and any endorsements and warranties should be read as if they were one document.

The Certificate is a contract between You and Us. You have made to Us a proposal which is the basis of and forms part of the contract.

This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else’s permission.

We will cover You under those sections shown in the Schedule where an amount (or “As shown in the Certificate wording”) is inserted during any Period of Insurance for which We have accepted Your premium provided all the terms and conditions of the Certificate are met.

Thank you for choosing Novae Syndicates Limited for Your shop insurance. Please check that this document and the Schedule meet Your needs and that You understand them.

If You have any questions about these documents, please contact Your insurance adviser who will be pleased to help You.

This document sets out what is and what is not covered. The Schedule shows the sections of cover You have chosen and any special terms that apply.

If You are not satisfied with the cover provided by this insurance, please return the documents to Your insurance adviser within 14 days of receiving them. As long as We have not paid a claim, We will return any premium You have paid.

We aim to provide a first-class service.

However, if You need to complain or You feel that We have not kept Our promise, please contact Your insurance adviser.
- Having contacted your advisor, if You are not happy with the way the matter is dealt with, please write to the Chief Executive of Novae Syndicates Limited. The address is:

71 Fenchurch Street,
London,
EC3M 4HH

Please include Your Certificate number, which is shown in Your Schedule.

- After this action, if You are still not satisfied with the way a complaint has been dealt with, You may ask the Policyholder & Market Assistance department at Lloyd’s to review Your case. Their address is:

Policyholder & Market Assistance
Lloyd’s Market Services
One Lime Street
London
EC3M 7HA

- If You are still not satisfied Your complaint can be refereed to the Financial Ombudsman Service (FOS). The address is

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

(If You follow the procedure shown above, it will not affect Your right to take legal action.)

COMPLAINTS PROCEDURE

The Financial Ombudsman Service is only able to help you if you are a private individual or a “micro enterprise”. A “micro-enterprise” is defined as a business with an annual turnover not exceeding €2 million and fewer than ten staff.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If We are not able to meet Our liabilities under this insurance, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). You can get more information from the FSCS or by visiting their website at www.fscs.org.uk

Novae Syndicates Limited are authorised and regulated by the Financial Services Authority.

LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

This is a legal document and should be kept in a safe place.

Please read the Certificate and Schedule carefully. If they do not meet Your needs, return them to Us or Your broker or agent.
INDEX

DEFINITIONS................................................................................................................................ 1
SECTION 1 PREMISES ........................................................................................................... 4
SECTION 2 TRADE CONTENTS............................................................................................ 7
SECTION 3 BUSINESS INTERRUPTION ............................................................................. 10
SECTION 4 LIABILITIES ....................................................................................................... 12
SECTION 5 GOODS IN TRANSIT ....................................................................................... 17
SECTION 6 FREEZER STOCK ............................................................................................. 18
SECTION 7 PERSONAL ACCIDENT (ASSAULT) ................................................................ 19
SECTION 8 MONEY .............................................................................................................. 20
SECTION 9 GLASS AND SANITARY FITTINGS ................................................................. 21
GENERAL EXCLUSIONS ........................................................................................................... 22
GENERAL CONDITIONS ............................................................................................................ 25
ENDORSEMENTS ...................................................................................................................... 28
DEFINITIONS
(Certain words have special meanings which apply wherever they appear in Your Certificate and Schedule)

These words and their meanings are shown below. Other words are given particular meanings at the beginning of individual sections of this Certificate. For these words, the meaning only applies within that section.

Accidental Damage
Damage caused as a direct result of a single unexpected event.

Appliance
Any frozen food cabinet, deep freezer, cold room, coldstore, refrigerator or chilled unit within the Premises which is not more than five years old or up to ten years old if under an annual maintenance contract by the manufacturer, installer or competent engineer.

Bodily Injury
Physical injury that is caused by an accident (including illness directly resulting from that physical injury), which results in the death or disability of an insured person within twelve months of the date of the accident.

Book Debts
The amount outstanding in Your Business accounts that is owed by Your customers.

Business
The business specified in Your Schedule and no other for the purpose of this Certificate.

Business Address
The business address specified in Your Schedule.

Business Hours
Any time when You or any of Your Employees or directors with responsibility for Money are in the Business portion of Your Premises for the purpose of Your Business.

Certificate
This booklet incorporating Your Schedule and any endorsement(s) applying.

Computer
All computer equipment, including interconnected wiring, fixed disks and telecommunications equipment, used at the Premises, for the storage and communication of electronically processed data, (but excluding any such equipment controlling any manufacturing process) the property belonging to You or leased hired or rented to You and for which You are legally responsible.

Employee
Any of the following people working for You in connection with Your Business:
- anyone who has entered into or works under a contract of service or apprenticeship with You
- any labour only sub-contractor or anyone employed by them
- any self-employed person
- a voluntary helper
- anyone who is engaged under a work experience scheme or similar scheme
- anyone who is hired or borrowed by You.

Excess
The amount for which You are responsible for each claim as specified in Your Schedule.

Geographical Limits
Great Britain, the Isle of Man and the Channel Islands.

Gross Income
The Money paid or payable to You for goods sold and delivered and services provided in the course of Your Business at the Premises less the purchase cost of the goods.
Glass
Fixed glass in windows, doors, fanlights, showcases, counters, shelves and mirrors and fixed items of sanitary ware in or on the Premises.

Indemnity Period
The period beginning with the occurrence of the loss or damage and ending not later than the last day of the Period of Insurance as shown in Your Schedule during which the results of Your Business are affected in consequence of the loss or damage.

Loss of a Limb
The permanent loss, by physical separation, of a hand at or above the wrist or of a foot at or above the ankle, including permanent and total loss of use of a hand, arm or leg.

Money
Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card sales vouchers, card counterfoils, travellers tickets, VAT purchase receipts, contents of stamp franking machines, holiday-with-pay stamps and luncheon vouchers.

Permanent Total Disability
Disability which entirely prevents You or any Employee from doing work of any kind for at least 104 weeks, and shows no signs of ever improving.

Period of Insurance
This is the length of time covered by this insurance (as shown in Your Schedule) and any extra period for which We accept Your premium.

Premises
The buildings (including outbuildings) or portions of buildings in Your sole occupation at the Business Address including fixtures and fittings, boundary walls, gates and fences but excluding yard, garden or other open space belonging to You or for which You are responsible and are constructed of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or any other non-combustible material.

Schedule
The latest schedule issued by Us as part of Your Certificate.

Standard Gross Income
The Gross Income during the twelve month period prior to the date of the loss or damage which corresponds with the Indemnity Period, adjusted as necessary to reflect the Gross Income which would have been obtained had the loss or damage not occurred.

Stock
Stock and materials in trade which belong to You, or are Your legal responsibility. Stock does not include:
- motor vehicles and fitted accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, stamps or banknotes.

Temporary Total Disability
A disability caused directly by Injury which prevents You or any Employee from doing their usual business or occupation.

Terrorism
Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear and any conduct falling within the definition of terrorism under the Terrorism Act 2000.
Trade Contents

Business furniture, fixtures and fittings, plant and appliances and all other Business contents which belong to You, or are Your legal responsibility. Trade Contents does not include:

- motor vehicles and fitted accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, stamps or banknotes.

All other Business contents includes:

- documents, manuscripts and Business books but only for the value of materials as stationery, together with the cost of clerical labour to reproduce them and not for the value to You of the information contained therein
- computer systems records but only for the value of the materials, together with the cost of clerical labour and computer time in reproducing them and not for the value to You of the information contained therein (limit of liability £5,000)
- telephone installations and gas and electric meters
- any external fixtures or fittings fixed to the Premises
- tenant’s improvements and decorations
- pedal cycles, clothing and personal effects (except furs, jewellery and property otherwise insured) belonging to You or Your Employees up to £500 for any one person
- the shop front (excluding Glass in the shop front).
- Computers including software equipment

Unoccupied

When the Premises are closed for Business for a period in excess of seven consecutive days.

We/Us/Our

Novae Syndicates Limited.

You/Your

The person, people or the company shown as the insured in Your Schedule.
SECTION 1  PREMISES
(This section is effective only if specified in Your Schedule)

COVER

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>We</strong> will pay for loss or damage to the Premises during the Period of Insurance caused by the following events:</td>
<td><strong>We</strong> will not pay for:</td>
</tr>
<tr>
<td></td>
<td>▪ The amount of Excess stated in Your Schedule.</td>
</tr>
<tr>
<td></td>
<td><strong>We</strong> will not pay for loss or damage:</td>
</tr>
<tr>
<td>1. Fire, lightning, explosion or earthquake.</td>
<td>▪ caused by frost, subsidence, ground heave or landslip</td>
</tr>
<tr>
<td>2. Aircraft or other aerial devices or articles dropped from them.</td>
<td>▪ to fences, gates, walls</td>
</tr>
<tr>
<td>3. Storm or flood.</td>
<td>▪ caused by wet or dry rot, rust, corrosion or other wear and tear</td>
</tr>
<tr>
<td></td>
<td>▪ whilst the water pipes, mains, tanks, apparatus or heating installations are being worked upon</td>
</tr>
<tr>
<td>4. a) Escape of water from water pipes, water mains, water tanks or water apparatus.</td>
<td>▪ as a result of wet or dry rot, rust, corrosion or other wear and tear</td>
</tr>
<tr>
<td>4. b) Escape of oil from any fixed heating installation.</td>
<td>▪ caused by subsidence, heave or landslip</td>
</tr>
<tr>
<td></td>
<td>▪ whilst the Premises are Unoccupied</td>
</tr>
<tr>
<td></td>
<td>▪ caused by sprinkler leakage</td>
</tr>
<tr>
<td>5. Impact by any vehicle, train or animal.</td>
<td><strong>arising from nationalisation, confiscation, destruction, seizure or requisition by order of the Government or any Public Authority</strong></td>
</tr>
<tr>
<td></td>
<td>▪ if any Premises are Unoccupied</td>
</tr>
<tr>
<td></td>
<td>▪ resulting from cessation of work</td>
</tr>
<tr>
<td>6. Riot, civil commotion, strikers, persons taking part in labour disturbances or malicious persons or vandalism.</td>
<td><strong>caused by cutting down or trimming trees or branches</strong></td>
</tr>
<tr>
<td></td>
<td>▪ to fences and gates</td>
</tr>
<tr>
<td>7. Falling trees or branches.</td>
<td><strong>whilst such apparatus are being worked upon</strong></td>
</tr>
<tr>
<td>8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.</td>
<td><strong>caused by theft or attempted theft not involving entry or exit from the Premises by forcible and violent means</strong></td>
</tr>
<tr>
<td>9. Theft or attempted theft.</td>
<td>▪ in respect of any Premises which are Unoccupied.</td>
</tr>
</tbody>
</table>
ADDITIONAL COVER UNDER THIS SECTION

ACCIDENTAL DAMAGE
(This section is effective only if specified in Your Schedule)

Section 1 is extended to include Accidental Damage to the Premises during the Period of Insurance.

We will not pay for:

- the amount of Excess stated in Your Schedule
- indirect loss of any description
- any cause or loss or damage specifically excluded from events 1 to 9
- the cost of clearing blocked sewer pipes, drains, soakways, pipes or underground tanks.

We will not pay for loss or damage caused by:

- latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment
- variations in temperature or humidity, frost, contamination, pollution, wear and tear, marring, scratching, moth, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecorating or renovating any product or any gradually operating cause
- subsidence, ground heave, landslip, settlement, shrinkage, expansion, collapse or cracking of the Premises
- corrosion, dampness, dryness, wet or dry rot, marring or scratching
- acts of fraud or dishonesty
- unexplained losses or shortages, misfiling of information
- any cause specifically excluded in the General Exclusions.

We will not pay for loss or damage to:

- property in transit
- property or structures in course of construction or erection and materials or supplies in connection with all such property
- gates or fences.

LOSS OF RENT
(This section is effective only if specified in Your Schedule)

This section is extended to include loss of rent should loss or damage by an event covered under Section 1 (Premises) render the Premises unfit for occupation and the amount payable will not exceed 10% of the sum insured on the Premises for a maximum term of twelve months.

SELLING YOUR BUILDINGS

If You sell Your Premises, from the date You exchange contracts We will give the buyer the benefit of Section 1 (Premises) until the sale is completed, provided that they have no other insurance and they keep to the terms of the Certificate.
ACCIDENTAL DAMAGE TO SERVICES
When You are responsible as owner of the Premises, We will pay the cost of repairs caused by damage happening during the Period of Insurance to the underground sewage, drainage, water, gas, telephone, electricity and cable television meters, pipes, wires and cables from the Premises to the public mains. Provided such damage is not caused by rust, corrosion or other wear and tear. We will not pay for the cost of clearing blocked sewer pipes, drains, soakways, pipes or underground tanks.

SETTLING CLAIMS

We will pay the full cost of repair or reinstatement of the damaged part of the Premises. Provided that the work is done without delay or at Our option, We will arrange for the work to be carried out. However, We will take off an amount for wear, tear and depreciation if the Premises are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the Premises when new.

We will also pay:

- the cost of removing debris, clearing the site and demolishing or supporting parts of Your Premises which have been damaged, in order to make the site safe
- the reasonable cost of architects, surveyors and legal fees necessarily incurred in the repair or rebuilding
- the extra costs of rebuilding or repairing the damaged parts of Your Premises to meet any regulations or laws imposed by Acts of Parliament or Local Authorities.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the Premises (except the foundations of the damaged parts)
- costs involved in meeting regulations and laws if notice was served on You before the loss or damage happened
- costs or expenses arising from the pollution or contamination of property not insured by this Certificate.

SUM INSURED
The sum insured is declared by You and should represent the full cost of rebuilding the Premises and include an amount for professional fees and removing debris. The most We will pay under Section 1 (Premises) is the sum insured shown on the Schedule for Premises.

UNDER-INSURANCE
If at the time of any loss or damage the cost of rebuilding the whole of the Premises, in a condition similar in size, shape and form, is more than the sum insured, We will pay only for the loss or damage in the same proportion. For example, if Your sum insured only covers two-thirds of the cost or rebuilding Your Premises, We will only pay two-thirds of the claim.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
SECTION 2 TRADE CONTENTS
(This section is effective only if specified in Your Schedule)

COVER

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>We</strong> will pay for loss or damage to the <strong>Stock</strong> or <strong>Trade Contents</strong> during the <strong>Period of Insurance</strong> whilst within the <strong>Premises</strong> caused by the following events:</td>
<td><strong>We</strong> will not pay for:</td>
</tr>
<tr>
<td></td>
<td>• the amount of the <strong>Excess</strong> stated in <strong>Your Schedule</strong>.</td>
</tr>
<tr>
<td></td>
<td><strong>We</strong> will not pay for loss or damage:</td>
</tr>
<tr>
<td>1. Fire, lightning, explosion or earthquake.</td>
<td></td>
</tr>
<tr>
<td>2. Aircraft or other aerial devices or articles dropped from them.</td>
<td></td>
</tr>
<tr>
<td>3. Storm or flood.</td>
<td></td>
</tr>
<tr>
<td>4. a) Escape of water from water pipes, water mains, water tanks or water apparatus.</td>
<td>**whilst the <strong>Premises</strong> are <strong>Unoccupied</strong></td>
</tr>
<tr>
<td>b) Escape of oil from any fixed heating installation.</td>
<td><strong>to Stock and Trade Contents</strong> in any cellar or basement unless placed on racks at least 150mm above floor level</td>
</tr>
<tr>
<td>5. Impact by any vehicle, train or animal.</td>
<td><strong>whilst water pipes, mains, tanks, apparatus or heating installations are being worked upon</strong></td>
</tr>
<tr>
<td>6. Riot, civil commotion, strikers, persons taking part in labour disturbances or malicious persons or vandalism.</td>
<td><strong>caused by sprinkler leakage</strong></td>
</tr>
<tr>
<td></td>
<td><strong>resulting from the cost of the water and oil</strong></td>
</tr>
<tr>
<td>7. Falling trees or branches.</td>
<td><strong>caused by cutting down or trimming trees or branches</strong></td>
</tr>
<tr>
<td>8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.</td>
<td><strong>whilst such apparatus are being worked upon</strong></td>
</tr>
<tr>
<td>9. Theft or attempted theft.</td>
<td><strong>caused by theft or attempted theft not involving entry or exit from the <strong>Premises</strong> by forcible and violent means</strong></td>
</tr>
<tr>
<td></td>
<td>**in respect of any <strong>Premises</strong> which are <strong>Unoccupied</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Where any <strong>Employee</strong> or member of <strong>Your</strong> family is involved as principal or accessory.</strong></td>
</tr>
</tbody>
</table>
ADDENDUM COVER UNDER THIS SECTION

TRADE CONTENTS TEMPORARILY REMOVED
We will pay up to 10% of the sum insured on **Trade Contents** for loss or damage caused while temporarily removed from the **Premises** for cleaning, renovation or repair whilst within any building elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands excluding transits to and from.

LOSS OF METERED WATER
We will pay up to a maximum of £1,000 during the **Period of Insurance** for loss of metered water from the **Premises** following loss or damage by an event covered under Section 2 (Trade Contents).

REPLACEMENT OF LOCKS
We will pay up to a maximum of £500 for the necessary replacement of locks to the **Premises** or to any safe in the **Premises** following the theft of keys.

SEASONAL INCREASES
The sum insured on any item of **Stock** as described in **Your Schedule** will be increased for November, December and January by 10% (or any other three month period which **You** specify).

ACCIDENTAL DAMAGE
(This section is effective only if specified in **Your Schedule**)
Section 2 (Trade Contents) is extended to include **Accidental Damage** to the **Stock** or **Trade Contents** during the **Period of Insurance** whilst within the **Premises**.

We will not pay for:

- the amount of the **Excess** stated in **Your Schedule**
- clerical error or omission, any unexplained cause or shortage discovered after inventory, or due to shortage in supply or delivery
- indirect loss of any description
- any cause or damage specifically excluded from events 1-9.

We will not pay for loss or damage caused by:

- latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment
- variations in temperature or humidity, frost, contamination, pollution, wear and tear, marring, scratching, moth, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecorating or renovating any product or any gradually operating cause
- mechanical or electrical breakdown, failure or derangement or from adjustment maintenance or repair
- corrosion, dampness, dryness, wet or dry rot, marring or scratching
- acts of fraud or dishonesty
- unexplained losses or shortages, misfiling of information
- any cause specifically excluded in the General Exclusions.
We will not pay for loss or damage to:
- gaming/vending machines and the baize playing surfaces of games tables when in use
- property or structures in course of construction or erection and materials or supplies in connection with all such property.

TRADE CONTENTS EXTENSION
(This section is effective only if specified in Your Schedule)

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will pay for loss, damage or theft to <strong>Trade Contents</strong> shown in <strong>Your Schedule</strong> anywhere in Europe.</td>
<td>We will not pay for:</td>
</tr>
<tr>
<td></td>
<td>the amount of <strong>Excess</strong> stated in <strong>Your Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>mechanical or electrical breakdown</td>
</tr>
<tr>
<td></td>
<td>loss or theft from an unattended road vehicle</td>
</tr>
<tr>
<td></td>
<td>loss by official confiscation or detention</td>
</tr>
<tr>
<td></td>
<td>any property otherwise covered</td>
</tr>
<tr>
<td></td>
<td><strong>Money</strong>, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses</td>
</tr>
<tr>
<td></td>
<td>any items over £1,000 unless specified.</td>
</tr>
</tbody>
</table>

We will not pay for loss or damage caused by:
- wear and tear or gradual deterioration, moth or vermin or climatic conditions
- cracking, scratching or breakage of records, **Glass** or other brittle material
- any process of cleaning, alteration, maintenance or repair.

SETTLING CLAIMS

We will pay:

1. The amount of the loss or damage or, if We choose, effect repair or replacement. The basis for settlement will be:
   a) the cost of replacing **Stock** at trade prices current at the time when the loss or damage occurs
   b) the cost of reinstating **Trade Contents** as new provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear, tear and depreciation.

2. The cost of removing debris of the **Trade Contents** and **Stock** at the **Premises** following damage.

We will not pay costs or expenses arising from pollution or contamination of property not insured by this **Certificate**.

SUM INSURED
The sum insured should represent the cost of replacing all of the **Trade Contents** as new and **Stock** at current trade prices. The most **We** will pay under Section 2 (Trade Contents) is the sum insured shown on the **Schedule** for trade risks.

UNDER-INSURANCE
If, at the time of loss or damage, the full cost of replacing **Stock** or **Trade Contents** as new is more than the sum insured, **You** will have to pay a share of the claim. For example, if **Your** sum insured only covers two-thirds of the replacement value of **Your Stock** or **Trade Contents**, **We** will only pay two-thirds of any claim.
SECTION 3  BUSINESS INTERRUPTION
(This section is effective only if specified in Your Schedule)

COVER

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is Covered</strong></td>
<td><strong>What is not Covered</strong></td>
</tr>
<tr>
<td><strong>We will pay for:</strong></td>
<td><strong>We will not pay for:</strong></td>
</tr>
<tr>
<td>1. the amount by which the <strong>Gross Income</strong> during the <strong>Indemnity Period</strong> falls short of the <strong>Standard Gross Income</strong></td>
<td></td>
</tr>
<tr>
<td>2. the difference between <strong>Book Debts</strong> and the amounts received or traced following damage</td>
<td></td>
</tr>
<tr>
<td>3. additional expenses reasonably incurred during the <strong>Indemnity Period</strong> to minimise or avoid a reduction in <strong>Gross Income</strong></td>
<td></td>
</tr>
<tr>
<td>4. auditors and accountants fees incurred in providing details required by <strong>Us</strong> in connection with a claim</td>
<td></td>
</tr>
<tr>
<td>following interference or interruption to <strong>Your Business</strong> during the <strong>Period of Insurance</strong> by the following events:</td>
<td></td>
</tr>
<tr>
<td>1. loss or damage occurring at the <strong>Premises</strong> for which liability has been admitted by <strong>Us</strong> following events 1-9 of Section 2 (Trade Contents)</td>
<td>interference or interruption caused by loss or damage which is excluded by Section 1 (Premises)</td>
</tr>
<tr>
<td>2. loss or damage at the <strong>Premises</strong> for which liability has been admitted by the insurers of the buildings</td>
<td></td>
</tr>
<tr>
<td>3. denial of access to the <strong>Premises</strong> as a result of loss or damage to a neighbouring property by any cause listed in events 1-9 of Section 2 (Trade Contents)</td>
<td>loss arising from the deliberate act of the supply authority</td>
</tr>
<tr>
<td>4. failure of the supply of water, electricity or gas to the <strong>Premises</strong></td>
<td>• failure of any electricity, gas or water supply provided by <strong>You</strong></td>
</tr>
<tr>
<td>5. loss or damage to the <strong>Premises</strong> of <strong>Your</strong> suppliers by any cause listed in events 1-9 of Section 2 (Trade Contents)</td>
<td>• any failure lasting less than 30 consecutive minutes</td>
</tr>
<tr>
<td></td>
<td>• failure caused by strikes or any labour or trade dispute</td>
</tr>
<tr>
<td></td>
<td>• failure caused by drought, other atmospheric or weather conditions but not excluding any failure due to damage to equipment caused by such conditions</td>
</tr>
<tr>
<td></td>
<td>• any amount exceeding 20% of the <strong>Sum Insured</strong> for <strong>Gross Income</strong> shown in Your Schedule.</td>
</tr>
</tbody>
</table>
6. murder, disease or public health closure loss resulting from interruption of or interference with the Business by the following contingencies:
   a) murder or suicide at the Premises
   b) contagious and/or infectious human disease, an outbreak of which a competent Public Authority has stipulated shall be notified to them manifested by any person whilst at the Premises
   c) closure in whole or in part of the Premises by a competent Public Authority due to vermin or following defects in drains or other sanitary arrangements at the Premises
   d) food or drink poisoning contracted at the Premises.

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**SETTLING CLAIMS**

If the loss or damage occurs in the first trading year, the payment shall be based on the trading figures immediately prior to the loss.

The Indemnity Period will commence at the time the loss or damage occurred or in respect of event 6 when the restrictions are applied and end when the restrictions are removed.

We will take into account in calculating the payment:

a) any reduction of Business charges or expenses during the Indemnity Period due to the interference or interruption
b) any income earned from conducting the Business away from Your Premises during the Indemnity Period.

**SUM INSURED**
The maximum amount We will pay is the limit of indemnity stated in Your Schedule except for the following:

a) events 5 and 6, where the most We will pay is £25,000
b) Book Debts where the most We will pay is £10,000.

---

**CONDITIONS APPLICABLE TO THIS SECTION**

**CEASING TRADING**
The sub-section will be of no effect if the Business be wound up, carried on by a liquidator or receiver or permanently discontinued unless such alteration has been agreed in writing by Us.

**STORAGE OF ACCOUNTS**
You must keep Your Business accounts and other Business books and records containing customers’ accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance when not in use, or store such records elsewhere than at the Premises.

**VAT**
To the extent that You are accountable to the Tax Authorities for Value Added Tax all forms in this sub-section shall be exclusive of such tax.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
SECTION 4 LIABILITY
(This section is effective only if specified in Your Schedule)

COVER

Employers Liability

What is Covered
We will pay:

- Your legal liability for Bodily Injury sustained by any Employee which arises out of and in the course of his/her employment by You in connection with Your Business.

1. All sums You become legally liable to pay for any claim for damages settled or defended with Our consent and the claimant’s costs and expenses.

2. All costs and expenses You incur with Our consent in defending any claim for damages.

3. Solicitors fees You incur with Our consent for:
   a) representation at any coroner’s inquest or fatal enquiry into any death
   b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the Bodily Injury is caused during the Period of Insurance within the Geographical Limits.

What is not Covered
We will not pay any liability:

- for Bodily Injury or disease sustained by any Employee
  i) on any offshore installation or support or accommodation vessel for any offshore installation or
  ii) in transit to from or between any offshore installation or support or accommodation vessel
- arising in connection with the use of power driven woodworking machinery other than lathes, fret saws, boring machines, sanding machines and mechanically driven portable tools applied to the work by hand other than pendulum and swing saws
- for which compulsory motor insurance or security is required under either of the following
  i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
  ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
  iii) or any other compulsory road traffic legislation.

LIMIT OF LIABILITY
The most We will pay is as specified in Your Schedule for any one claim against You or by You or series of claims against You or by You arising out of one cause.

This amount shall be inclusive of:

i) all legal costs and other expenses incurred by any claimant or claimants
   ii) all legal costs and other expenses incurred in defending any claim or claims.

Where We agree to indemnify more than one party then nothing in this Certificate shall increase Our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

EXCEPTIONS TO EMPLOYERS LIABILITY COVER

FAMILY EXCEPTION
We shall not indemnify You under this Section against liability for Bodily Injury sustained by any Employee closely related to You.

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

This exception will not apply where the business is incorporated as a limited company.
TERRORISM EXCEPTION
Our liability under this Section for damages, costs and expenses payable in respect of any one claim against You or series of claims against You arising out of terrorism shall not exceed £5,000,000.

EXTENSIONS TO THE EMPLOYERS LIABILITY COVER
(Subject to the terms, limits, exclusions and conditions of the section)

1. Health And Safety At Work

We will indemnify You and, at Your request, any director or partner of yours or any Employee against legal costs and expenses incurred in the defence of any criminal proceedings (including a charge of manslaughter) brought for a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed in the course of the Business during the Period of Insurance, including legal costs and expenses incurred, with Our consent, in an appeal against conviction or prosecution costs awarded against You arising from such proceedings.

Provided that the proceedings relate to the health, safety and welfare of Employees.

This extension does not cover the payment of the health, safety and welfare of Employees.

2. Non-Manual Work Abroad

This insurance applies anywhere in the world where Your directors or any Employee or partners are on temporary visits on Your Business for the purpose of non-manual work.

Provided that they are normally resident within the Geographical Limits.

Special Conditions

1. Certificate of Employers Liability Insurance

If You cancel this Certificate, or the Employers Liability section of this Certificate, any certificate of Employers Liability insurance issued hereunder is similarly cancelled from the same date.

All the extensions to the Employers Liability cover are subject to the following:

- We shall not be liable under these extensions unless We have the sole conduct and control of all claims.
- These extensions shall not apply to any liability which is insured under any other Certificate.
- The most We will pay will not increase and We will not pay more than stated.

These extensions are subject to the terms, limitations and conditions of the Certificate.

Public and Products Liability

<table>
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<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
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<tbody>
<tr>
<td>What will pay for:</td>
<td>We will not pay any liability:</td>
</tr>
<tr>
<td>all sums which You shall become legally liable to pay as compensation for:</td>
<td>from Bodily Injury sustained by any Employee or director in the course of his employment by You in connection with the Business</td>
</tr>
<tr>
<td>1. Bodily Injury to any person</td>
<td>arising from professional advice given by You for a fee or in circumstances where a fee would normally be charged</td>
</tr>
<tr>
<td>2. Accidental Damage to material property.</td>
<td>arising out of treatment or the dispensing of medicines or drugs</td>
</tr>
<tr>
<td>Provided that the Bodily Injury or Accidental Damage is caused:</td>
<td>in respect of the first £500 of each and every claim for damage to property</td>
</tr>
<tr>
<td>• during the Period of Insurance</td>
<td>which arises from ownership of the Premises</td>
</tr>
<tr>
<td>• within the Geographical Limits</td>
<td>for the cost of repairing, replacing, reinstating,</td>
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</table>
in connection with the Business at the Premises or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the Business.

- rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the Business
  - for loss or damage to property which belongs to You or is held in trust by You or borrowed, rented, leased, or hired for use by You
    - This shall not apply to:
      1) personal property (including vehicles and contents) of Your visitors, directors or any Employee
      2) buildings or their contents temporarily occupied by You for the purpose of carrying out work
      3) Premises rented, hired, leased or lent to You unless the liability attaches solely because of a contract or agreement
  - for loss or damage to that part of any property upon which You or Your Employee has been working where the damage is a direct result of such work
  - for liquidated damages or fines or penalties which attach solely because of a contract or agreement
  - Bodily Injury or loss or damage to property caused by or in connection with anything sold or supplied by You which to Your knowledge are directly or indirectly exported to the United States of America or Canada
  - arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by You or on Your behalf:
    1) which is licensed for road use
    2) for which compulsory motor insurance or security is required to be insured under any legislation governing the use of such vehicle
  - arising out of manual work undertaken away from the Premises other than collection or delivery by You or Your Employee
  - arising from the ownership, possession or use by You or on Your behalf of:
    1) craft designed to travel through air or space
    2) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

**LIMIT OF LIABILITY**
The most We will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is as specified in Your Schedule. For claims arising from commodities or goods sold, supplied, repaired or serviced by You or on Your behalf, the most We will pay for any one Period of Insurance is as specified in Your Schedule. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with Our consent.

**EXCEPTIONS TO THE PUBLIC AND PRODUCTS LIABILITY COVER**

**TERRORISM EXCEPTION**
We shall not indemnify You under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

**FAMILY EXCEPTION**
We shall not indemnify You under this Section against liability for Bodily Injury sustained by You or any person closely related to You.

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

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

FUNGUS, MOULD and MILDEW EXCLUSION

We shall not indemnify You under this Section against:

1. damages, direct or indirect, on account of “bodily injury”, “property damage”, “personal or advertising injury”, or “medical payments” arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

2. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

3. any obligation or duty to defend any actions on account of “bodily injury”, “property damage”, “personal or advertising injury” or “medical payments” arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

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

For purposes of this exclusion, “bodily injury” shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

Extensions to the Public Liability Cover

(Subject to the terms, limits, exclusions and conditions of this section)

1. Contractual Liability

   a) Public Liability
      In respect of liability assumed by You by agreement and which would not have attached in the absence of such agreement, the indemnity by this section will only apply if the control of claims is vested in Us.

   b) Product Liability
      This section shall not apply in respect of liability assumed by You by agreement, other than liability arising out of a condition or warranty of goods implied by law, unless such liability would have attached notwithstanding such agreement.

2. Defective Premises Act 1972

Insofar as this insurance indemnifies You against liability at law for compensation in respect of Bodily Injury or loss or damage to the property of third parties, this insurance shall apply to liability incurred by You by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any amendment thereto in connection with Premises which have been disposed of by.

We shall not be liable under this extension:

- in respect of such Bodily Injury or loss or damage happening prior to such disposal
- for the cost of remedying any defect or alleged defect which
  a) results or
  b) if not remedied may result

in Bodily Injury or loss or damage to property as aforesaid

- if You are entitled to indemnity from any other source
- for Bodily Injury or loss or damage in connection with Premises which were owned by You.

This insurance applies anywhere in the world where Your directors, employees or partners are on temporary visits on Your Business for the purpose of non-manual work. Provided that they are normally resident within the Geographical Limits.

4. Cross Liabilities

If You comprise more than one party, this section shall be construed as though separate policies has been issued to each provided that nothing in this extension will operate to increase Our liability beyond the amount for which We would have been liable had this extension not applied.

5. Tenant’s Liability

(this does not apply if You are the owner of the Premises)

This Certificate covers Your legal liability as tenant for loss or damage to the Premises or to landlord’s fixtures and fittings directly caused by any of the events listed in 1-9 of Section 2 (Trade Contents). The most We will pay is ten percent (10%) of the sum insured on Trade Contents.

All the extensions to the Public Liability cover are subject to the following:

- We shall not be liable under these extensions unless We have the sole conduct and control of all claims.
- These extensions shall not apply to any liability which is insured under any other Certificate.
- The most We will pay will not increase and We will not pay more than stated.
- These extensions are subject to the terms, limitations and conditions of the Certificate.

Property Owners Liability

(This section is effective only if specified in Your Schedule)

What is Covered

- Any amounts which You, as owner of the Premises, become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes Bodily Injury to a person or loss or damage to property.

The most We will pay for any claim or claims arising from any one event is as specified in Your Schedule plus costs agreed by Us in writing.

- Your legal liability under Section 3 of The Defective Premises Act 1972 or Section 5 of The Defective Premises Act (Northern Ireland) Order 1975 in connection with any Premises which has been disposed of by You. Provided that You have no other more specific insurance in force.

The most We will pay for any one claim or claims arising from any one event is as specified in Your Schedule plus costs agreed by Us in writing.

What is not Covered

Any liability:

- arising from an agreement which imposes a liability which You would not otherwise have been under
- arising from the occupation of the Premises
- for loss or damage to property owned or in trust by You or in Your custody or control
- for Bodily Injury to any Employee
- for the cost of remedying any defect or alleged defect in the Premises.
- arising out of any renovation, construction or refurbishment work..

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
# SECTION 5 GOODS IN TRANSIT

(This section is effective only if specified in Your Schedule)

## COVER

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>We</strong> will pay for <strong>Accidental Damage to Stock and Trade Contents</strong> covered:</td>
<td></td>
</tr>
<tr>
<td>• while it is being loaded onto, carried by or unloaded from any enclosed vehicle by <strong>You</strong> or any of <strong>Your Employees</strong></td>
<td></td>
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<tr>
<td>• having been dispatched by <strong>You</strong> by road, rail or post before its arrival at the final destination</td>
<td></td>
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<tr>
<td><strong>within the Geographical Limits during the Period of Insurance.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will not pay for:</td>
<td></td>
</tr>
<tr>
<td>• the amount of <strong>Excess</strong> stated in <strong>Your Schedule</strong></td>
<td></td>
</tr>
<tr>
<td>• loss or damage caused by theft or attempted theft or unexplained shortages from any unattended vehicle unless</td>
<td></td>
</tr>
<tr>
<td>a) all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition or other services removed and</td>
<td></td>
</tr>
<tr>
<td>b) during the hours from 9:00 pm to 6:00 am such vehicle is in a securely locked building or guarded security park</td>
<td></td>
</tr>
<tr>
<td>• wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination</td>
<td></td>
</tr>
<tr>
<td>• any claim arising as a result of failure to make proper and complete declarations required by carriers or failure to obtain receipts for parcels, packages or consignments sent by rail, road, post or other carriers</td>
<td></td>
</tr>
<tr>
<td>• loss or damage due to natural deterioration.</td>
<td></td>
</tr>
<tr>
<td>• livestock</td>
<td></td>
</tr>
<tr>
<td>• damage to glass, china and other items of a similar brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the vehicle</td>
<td></td>
</tr>
</tbody>
</table>

## SETTLING CLAIMS

**We** will pay for the loss or damage or if **We** choose effect repair or replacement.

The basis for settlement will be:

a) the cost of replacing **Stock** and materials in trade at trade prices current at the time when the loss or damage occurs

b) the cost of reinstating other **Trade Contents** as new provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear, tear and depreciation.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
SECTION 6  FREEZER STOCK
(This section is effective only if specified in Your Schedule)

COVER

What is Covered

We will pay for loss or damage to the Stock contained in any Appliance during the Period of Insurance caused by change in the temperature resulting from:

- the electricity or gas supply accidentally failing or
- the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device.

What is not Covered

We will not pay for:

- the amount of the Excess stated in Your Schedule
- loss or damage
  - caused by Your deliberate act or neglect
  - caused by the deliberate act of the supply authority or its employees (including strike action)
  - if Your gas or electricity supply is cut off because You have not paid a bill
- any indirect loss.

SETTLING CLAIMS

We will replace or, at Our option, pay the cost of replacing such Stock at trade prices current at the time when the loss or damage occurs.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
SECTION 7  PERSONAL ACCIDENT (ASSAULT)
(This section is effective only if specified in Your Schedule)

COVER

What is Covered

We will pay up to the sum insured shown below if You or any Employee suffers Bodily Injury solely and directly as a result of violent attack during the course of the Business during the Period of Insurance which results in any of the following events:

1. Death
   Sum insured £5,000

2. Loss of a Limb
   Sum insured £5,000

3. Permanent and total loss of sight in one or both eyes
   Sum insured £5,000

4. Permanent Total Disability other than disablement as stated in events 2 and 3
   Sum insured £5,000

5. Temporary Total Disability
   Sum insured £50 per week for as long as You or any Employee continues to be disabled, up to a maximum of 52 weeks from the date of the accident.

What is not Covered

We will not pay for death or disablement:

- directly or indirectly caused or contributed to by a physical or mental disability, or ongoing or recurring medical condition, from which You or any Employee suffered, which occurred or was known to You or any Employee before the Period of Insurance
- if You or any Employee fails to get and act on advices from a registered medical practitioner as soon as possible
- sustained by any person who has not attained 16 years of age or who has attained 70 years of age
- the first 28 days of each period of Temporary Total Disability.

SETTLING CLAIMS

We will not pay for more than one insured event.

Benefit for event 5 is payable in arrears at intervals of four weeks for up to 52 weeks in total for any one injury.

We will also pay for loss or damage to personal effects and Money belonging to You or any Employee caused by violent attack during the course of the Business subject to a limit for any one person of £250.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
**SECTION 8  MONEY**  
(This section is effective only if specified in Your Schedule)

### COVER

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will pay for:</td>
<td>We will not pay for:</td>
</tr>
</tbody>
</table>

1. loss of *Money* held in connection with the *Business* happening during the *Period of Insurance* either
   - in transit or in a bank night safe. Limit as specified.
   - in *Your Premises* during the *Business Hours*. Limit as specified.
   - in a locked safe in *Your Premises* outside *Business Hours*. Limit as specified.
   - in the *Premises* outside *Business Hours* (limit £500).
   - in *Your* home or that of any authorised *Employee* outside *Business Hours* (limit £250).
   - in a gaming, amusement or vending machine (limit £250).

1. loss of crossed cheques, credit company sales vouchers and other non-negotiable forms of payment (limit £250,000)

Provided that:
- where *Money* in transit covered by item 1. exceeds £3,000, it must be accompanied by at least two able-bodied adults.
- where *Money* in transit covered by item 1. exceeds £4,000, it must be accompanied by at least three able-bodied adults.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
SECTION 9 GLASS AND SANITARY FITTINGS
(This section is effective only if specified in Your Schedule)

COVER

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will pay for:</td>
<td>We will not pay for:</td>
</tr>
<tr>
<td>1. breakage of Glass during the Period of Insurance</td>
<td>the amount of the Excess stated in Your Schedule.</td>
</tr>
<tr>
<td>2. loss or damage to framework, consequent on the</td>
<td>We will not pay for loss or damage:</td>
</tr>
<tr>
<td>breakage of Glass during the Period of Insurance</td>
<td>due to defects in framework or other fittings</td>
</tr>
<tr>
<td>3. the cost of temporary boarding-up pending</td>
<td>resulting from repairs or alterations to the Premises</td>
</tr>
<tr>
<td>replacement of the broken Glass and the removal</td>
<td>due to scratched, cracked or insecurely fixed Glass</td>
</tr>
<tr>
<td>or replacement of any fixtures and fittings which</td>
<td>whilst the Premises are Unoccupied</td>
</tr>
<tr>
<td>may have to be removed to replace the Glass</td>
<td>to Glass forming part of Your Stock.</td>
</tr>
<tr>
<td>during the Period of Insurance</td>
<td></td>
</tr>
<tr>
<td>4. loss or damage to external fixed signs.</td>
<td>We will not pay for loss or damage arising from:</td>
</tr>
<tr>
<td></td>
<td>adjustment, repair, dismantling or erection of any</td>
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<td></td>
<td>part whilst removed from its normal working position</td>
</tr>
<tr>
<td></td>
<td>mechanical or electrical breakdown.</td>
</tr>
</tbody>
</table>

SETTLING CLAIMS

We will pay the amount of the loss or damage or, if We choose, effect repair or replacement.

The limit of Our liability for loss or damage will not exceed the amount stated in Your Schedule.

Your attention is drawn to the General Exclusions and General Conditions detailed on pages 22-25 of the Certificate.
GENERAL EXCLUSIONS
(Applying to the whole Certificate)

This Certificate will not cover:

1. **REQUISITION OR CONFISCATION OF PROPERTY**
   Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

2. **LOSS OF VALUE**
   Loss of market value beyond the cost of repair or replacement.

3. **RADIOACTIVITY**
   Loss or damage to any property, any resulting loss or expense, any indirect loss or any legal liability directly or indirectly caused by, contributed to or arising from:
   - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4. **WAR RISKS**
   Loss or damage arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection military or usurped power.

5. **PRESSURE WAVES**
   Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6. **ELECTRONIC DATA EXCLUSION CLAUSE**
   We will not pay for:
   1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss or
   2. any legal liability of whatsoever nature
directly or indirectly caused by or contributed to by arising from:
   - computer viruses, erasure or corruption of electronic data
   - the failure of any equipment to correctly recognise the date or change of date.

   For the purposes of this exclusion, computer virus means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. **ERASURE OF RECORDS**
   Erasure or distortion of computer systems records mounted in or on any computer equipment unless the computer equipment is damaged at the same time.

8. **WEAR AND TEAR**
   Wear and tear, corrosion, rot of any kind or any gradually operating cause.
9. **POLLUTION**

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **Period of Insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from Your fixed water apparatus or heating systems. However, this depends on conditions of this document.

10. **WATER TABLE**

This Insurance does not cover Damage attributable solely to changes in the water table level.

11. **TERRORISM**

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

12. **NORTHERN IRELAND**

Notwithstanding anything in this Certificate or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Certificate does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

(i) civil commotion

(ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Note - **Unlawful association** means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

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

In any action, suit or other proceedings where We allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Certificate the burden of proving that such loss, destruction or damage is covered shall be upon You.
This overriding exclusion applies to this Certificate and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

13. **UK MILLENNIUM ENDORSEMENT COMMERCIAL NAMED PERILS**

This Insurance does not cover any loss or damage or any indirect loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000,

(i) correctly to recognise any date as its true calendar date
(ii) 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
(iii) 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 correctly to process such data on or after any date

but this shall not exclude:

(a) any ensuing loss or damage to property insured:
   (i) resulting from a peril insured under this Insurance and
   (ii) which is not otherwise excluded;

or

(b) any indirect loss, as covered under this Insurance, which may arise from such ensuing loss or damage.

Provided that nothing in this endorsement or any other provision or extension of this Insurance shall be construed to extend the liability of Us to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property is Yours or not.

14. **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

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

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

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.
GENERAL CONDITIONS
(Applying to the whole Certificate)

In the following conditions, the word **You** also includes any other person insured under the **Certificate**.

1. MINIMUM SECURITY

Loss or damage caused by theft or attempted theft of not covered unless devices for the security of the **Premises** are installed in accordance with the following specification and all such devices are put into full and effective operation at night and whenever the **Premises** are closed for **Business** or left unattended.

Specification

1. All external doors of the **Premises** occupied by **You** and any internal doors which give access to any part of the **Premises** not occupied by **You** must be fitted and secured with at least one of the following:
   i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621: 1980 Specification for Thief Resistant Locks
   ii) a five (or more) lever close shackle padlock and locking bar
   iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
   iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621: 1980 which is approved by **Us** in writing.

2. Any outward opening external doors of the **Premises** occupied by **You** and internal doors which give access to any part of the **Premises** not occupied by **You** must be fitted and secured with hinge bolts and the first closing leaf of any double leaf doors be fitted with internal flush or mortice rack bolts top and bottom in addition to the above requirements.

3. All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh securely fixed to surrounding brickwork or masonry.

Notes:

i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.

ii) The above measures comprise **Our** minimum security requirements. Where additional protections are required by **Us**, or where **We** agree to accept alternative security measures, **We** will specifically advise **You** in writing.

2. IDENTIFICATION

The **Certificate Schedule** and any endorsements should be read as if they were one document.

3. DUTY TO TAKE PRECAUTIONS

**You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations.
4. ALTERATION OF RISK

You must tell Us of any change of circumstances after the start of the insurance which increased the risk of Injury or Damage. You will not be insured under the Certificate until We have agreed in writing to accept the increased risk.

5. FRAUD

If You or anyone acting for You makes a claim under this Certificate knowing the claim to be false, We will not pay the claim and all cover under the Certificate ceases.

6. CANCELLATION

You may cancel this Certificate by giving Us notice in writing. We will refund the part of Your premium which applies to the remaining Period of Insurance (as long as You have not made a claim). We may cancel this Certificate by sending You 14 days notice by recorded delivery to Your last known address. We will refund the part of Your premium which applies to the remaining Period of Insurance (as long as You have not made a claim).

7. ARBITRATION

If We accept Your claim, but disagree over the amount due to You, the matter will be passed to an arbitrator who both You and We agree to. When this happens, the arbitrator must make a decision before You can start proceedings against Us.

8. CERTIFICATE VOIDABLE

This Certificate is voidable if You misrepresent, misdescribe or fail to disclose any material fact. Until We have full knowledge of all material facts and have given notice of voiding the Certificate, no act or omission by Us, or anyone acting on Our behalf, is to be treated as affirming the continuation of the Certificate.

9. UNOCCUPANCY

You must tell Us immediately when Your Premises or part of Your Premises become Unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the Certificate and You must action any risk improvement that We may require.

10. OTHER INSURANCES

Other than for personal accident benefits, when any claim arises for which there is any other insurance in force covering the same matter, We will only pay Our rateable proportion. Nothing in such other Certificate will operate to increase Our liability.

11. REINSTATEMENT OF SUMS INSURED AFTER LOSS

In the event of a claim, in the absence of written notice by Us or You to the contrary, all sums insured will be maintained provided that You pay the additional premium.

12. OBSERVANCE OF TERMS

The terms, conditions and endorsements of Your Certificate in so far as they relate to anything to be done or complied with by You are duly and faithfully observed and fulfilled by You.
13 CLAIMS PROCEDURE

a) Upon learning of any circumstances likely to give rise to a claim You must:
   - tell Us as soon as reasonably possible to give Us all the assistance We may reasonably require
   - as soon as reasonably possible tell the Police if the loss or damage is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people or if Money or non-negotiable instruments have been lost
   - as soon as is reasonably possible send to Us any writ or summons issued against You
   - supply at Your own expense full details of the claim in writing including any supporting evidence and information that We require within the following periods
     i) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people
     ii) 30 days after the expiry of the Indemnity Period under Section C (Business Interruption)
     iii) 30 days after any other damage, interruption or Bodily Injury
   - take action to minimise the damage and to avoid interruption or interference with the Business and to prevent further injury or damage.

b) We shall have the right to settle a claim by:
   - the payment of Money
   - reinstatement or replacement of the property lost or damaged
   - repair of the property lost or damaged.

   If We decide upon reinstatement, replacement or repair, We shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. We shall not spend on any one item more than its sum insured.

c) We have the right to the salvage of any insured property.

d) You must not admit, deny, negotiate or settle any claim without Our written consent.

e) We are entitled to:
   - take the benefit of Your rights against another person before or after We have paid a claim
   - take over the defence or settlement of a claim against You by another person.

f) We have the right to enter the Premises where the damage has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.
ENDORSEMENTS
(The following apply only if indicated in Your Schedule)

The general terms, conditions and exceptions apply to all endorsements.

Endorsement Number

S1 INTRUDER ALARM

Loss or damage caused by theft or attempted theft is not covered unless:

a) the intruder alarm is installed in accordance with the specification or system record approved by Us and is put into full and effective operation at night and whenever the Premises are closed for business or left unattended

Note: We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and You have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn.

b) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by Us

c) all keys of the intruder alarm are removed from the Premises at night and whenever they are closed for business or left unattended.

Note: Where You or one of Your Employees occupy part of the Premises for residential purposes, the keys must be removed from the Business part of the Premises.

S2 STILLAGE WARRANTY

It is warranted that all items of Stock materials in trade and merchandise be stored on racks at least 150mm above the floor.

S3 DEEP FAT FRYING CLAUSE

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

a) a flame failure device is fitted if the range is gas or oil fired
b) a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205° centigrade or the supplier’s recommended temperature if that is less
c) a high temperature limit control (of a non-self resetting type) be fitted to shut off the heat source if the temperature of the fat or oil exceeds 203° centigrade
d) extraction of heat, fumes and/or combustion products be via an integral duct, or an overhead canopy and duct system, vented direct to the open
e) all ducts be constructed of and supported by galvanised or stainless steel
f) the grease trap, filter and other grease removal devices be cleaned at least once each week
g) the grease extract ducting be cleaned at least once each year
h) a service of the range be carried out by the manufacturer or installer (or as recommended by them by a competent company or person) at least once each year
i) the fryers be attended, at all times, when the heat source is in operation
j) a fire blanket (of an adequate size) be kept, at all times, in the vicinity of the range
k) a minimum of two of the following fire extinguishing appliances be kept, at all times, in the vicinity of the range and be regularly maintained to ensure that they are in proper working order: CO2, halogenated hydrocarbon, dry powder, foam.

S4 EXTRACTION AND COOKING EQUIPMENT

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

S5 UNOCCUPANCY CLAUSE

a) It is Warranted that Premises are made secure against illegal entry and exit.
b) It is Warranted that if the period of unoccupancy has exceeded six months then all windows are to be boarded up. In addition, letterboxes shall be sealed to prevent insertion of material.
c) It is Warranted that the mains services are disconnected at source.
d) Excluding losses arising out of building operations, renovation, or refurbishment.
e) It is Warranted that the Premises are visited at least once per week to ensure there is no deterioration in the fabric of the building and that the above warranties continue to be complied with.
f) Cover is restricted to fire, lightning, explosion and aircraft only.

S6 THEFT EXCLUSION

The following are not insured by this Certificate:
a) theft or attempted theft
b) breakage of Glass and other damage caused by theft or attempted theft or any resultant loss of income
c) loss of Money by theft and damage to safes caused by thieves.

S7 CO-INSURANCE CLAUSE

In respect of any valid claim for loss or damage to the property at the Premises, caused by theft or attempted theft, You shall bear the percentage amount in respect of each and every claim as stated in the Schedule alongside this endorsement number, or the minimum amount stated, whichever is the greater, as ascertained after the application of all the terms of the Certificate including any condition of average.

It is warranted that You shall not effect insurance in respect of these amounts stated in the Schedule.

S8 FLOOD EXCLUSION CLAUSE

We shall not indemnify the You against loss or damage caused by flood.

For the purpose of this clause, the word flood is understood to mean:

a) escape of water from the normal confines of any natural or artificial watercourse (other than water tanks apparatus and pipes) or lake, reservoir, canal or dam
b) inundation from the sea

whether resulting from storm or otherwise.

S9 STORM EXCLUSION CLAUSE

We shall not indemnify You against loss or damage caused by storm.
S10 WASTE WARRANTY

It is warranted that:

a) in Your portion(s) of the Premises, all oily rags and greasy cloths be deposited in metal receptacles fitted with lids when not in use and removed from the buildings at the end of each working day

b) all other combustible trade waste and refuse be removed from Your portion(s) of the Premises at the end of each working day.

S11 HEATING WARRANTY

It is warranted that, in Your portion(s) of the Premises, no artificial heating be used (other than by a conventional central system or by fixed appliances, fuelled by electricity or gas from the public supply) unless approved by Us.

S12 APPLICATION OF HEAT (AWAY FROM THE PREMISES)

Notwithstanding anything contained in this section to the contrary, this section does not cover liability in respect of Bodily Injury, loss or damage caused by or through or in connection with the application of heat away from the Premises.

S13 ROOF MAINTENANCE WARRANTY

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

S14 ELECTRONIC EQUIPMENT

Each item of electronic office equipment (for example PCs, laser printers or fax machines) with an individual replacement value of £2,500 or greater must be securely anchored to the desk workstation or to the structure of the building by means of lock down plates, the keys to which must have been removed from the Premises unless the Premises are occupied by You or Your Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment.

S15 COMPUTER EQUIPMENT EXCLUSION CLAUSE

Notwithstanding anything stated in the Certificate to the contrary, Trade Contents does not cover computer equipment including computer disks and tapes.

S16 FLAMMABLES WARRANTY

It is warranted that flammables are kept in metal lidded containers when not in use. In addition, flammables when in use shall be limited to one day’s supply on the Premises outside of the metal lidded containers.

S17 FIREWORK STORAGE

It is a condition of Your Certificate that any fireworks displayed at Your Premises are kept in a sealed glass cabinet. All other stock of fireworks must be kept in small quantities and stored in a fireproof container.
S18  TOY SAFETY REGULATIONS 1995

It is a condition of Your Certificate that all products must be manufactured and labelled in accordance with European Directive on Toy Safety Regulations 1995 (SI1995/204).

S19  COST PRICE BASIS

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

The amount We will pay will be based on:
- the cost of replacing Stock at the cost price of the item(s) as recorded in your stock books.

S20  EXCLUSION OF PRODUCTS, ADVICE AND TREATMENT

We will not indemnify You under the liability section of Your Certificate for accidental Injury to any person not being an Employee or Accidental Damage to any property arising out of:
- the supply or provision of goods or services other than proprietary branded goods sold in unopened containers as supplied by the manufacturers;
- the giving of advice or treatment.

S21  SUBSIDENCE, HEAVE AND/OR LANDSLIP

Subsidence, Heave or Landslip of any part of the site on which the Premises stands excluding
a) damage in respect of any out-buildings, paths, drives and other surfaced areas, walls, gates and fences
b) damage resulting from
   i. the normal settlement or bedding down of new structures
   ii. the settlement or movement of made up ground
   iii. coastal or river erosion
   iv. defective design or workmanship or the use of defective materials
   v. fire, explosion, earthquake or escape of water from any tank apparatus or pipe
c) damage which commenced prior to the inception of this cover
d) damage occurring as a result of demolition, construction, structural alteration or repair of any property or ground works or excavation, at the same Premises
e) the first £1,000 of each and every loss at each separate Premises as ascertained after the application of any condition of Average.

Special Condition
This extension shall be avoided if the risk is increased by reason of demolition, ground works, excavation or construction being carried out on the same or adjoining sites.