



中国太平  
CHINA TAIPING



# Policy

Restaurants, Shops  
and Takeaways

中國太平保險(英國)有限公司  
CHINA TAIPING INSURANCE (UK) CO LTD

**Members of the Association of British Insurers**  
**Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority & the Prudential Regulation Authority**

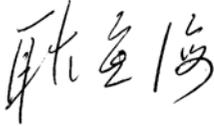
2 Finch Lane, London EC3V 3NA. Tel: 020-7839 1888 Fax: 020-7621 1202  
Registered in England No. 1766035

**04/2014**

## SHOPS RESTAURANTS AND TAKEAWAYS POLICY

The Insured having applied to CHINA TAIPING INSURANCE (UK) CO LTD (the Company) for this insurance and having paid or agreed to pay the premium the Company will by payment or at its option by repair reinstatement or replacement provide insurance in the terms of this Policy.

For and on behalf of  
China Taiping Insurance (UK) Co Ltd  
Authorised Insurer



Chief Executive

### YOUR POLICY

This is your Shops, Restaurants and Takeaways Policy. It clearly sets out what is and what is not covered. The Schedule(s) and any Endorsements are all part of this Policy. Please examine this Policy carefully to ensure you understand its terms and conditions and it provides the cover you require.

Advice on any aspects will gladly be given.

Immediate notification should be made of any changes which may affect the insurance provided.

**Should you have any query please contact your insurance adviser or CHINA TAIPING INSURANCE (UK) CO LTD**

### CARING FOR OUR CUSTOMERS

We at China Taiping Insurance make every effort to provide a good service to all our policyholders and are proud of our reputation for high quality and fair service.

If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

- Your first point of contact should always be your Insurance Adviser or alternatively the China Taiping Insurance (UK) Co Ltd office which issued the policy.
- If, following contact with the above, you feel that you require further assistance, then please write to our Managing Director at:

China Taiping Insurance (UK) Co Ltd  
2 Finch Lane  
London  
EC3V 3NA

All complaints received by the Company will be acknowledged within five business days and where possible information supplied as to whom the complaint has been referred.

Within 20 business days of receipt of the complaint, a written response will be sent together as appropriate with either our offer of redress or rejection with full explanation and reasons for so doing.

Should, in view of complications, it not be possible to comply with the timescale given above, then a letter of explanation will be sent advising when a final response may be given.

Should you remain dissatisfied you may approach:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

*It will greatly assist us if you quote your policy number in any communication.*

## **MAKING A CLAIM**

We pride ourselves on our service which provides a prompt and professional handling of claims. Claims are dealt with by knowledgeable and helpful staff who are able to discuss your claim, give you advice and reassurance and ensure that it is handled in a fair and efficient manner.

Where a loss adjuster is appointed to deal with a claim he/she will be required to

- i) act impartially and
- ii) deal with the claim in a courteous and professional manner.

We judge the performance of loss adjusters upon the service they provide to customers.

## **IMPORTANT**

So that you should not find a claims settlement reduced under Special Provision 3 please remember to advise us if the Seasonal Increase under Special Provision 1 proves insufficient to cover the rise in value of your property.

## **THE LAW APPLICABLE TO THIS CONTRACT**

The parties to this contract have the right to choose the law that should apply. China Taiping proposes to apply English law except for those customers who at inception of the contract are domiciled.

- i) in Scotland where Scots law will apply
- or
- ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

## **SPECIAL PROVISIONS**

### **1. Seasonal Increase**

The Sums Insured in respect of item (a) on stock under Section 1 Contents will be automatically increased by 25% for each of the calendar months detailed in the Schedule or on Proposal Form.

### **2. Reinstatement of the Sum Insured**

In the event of a claim for an amount not exceeding £2,000 the Sum Insured shall not be reduced by the amount of the loss, destruction or damage. In the event of all other claims the Sum Insured shall be reduced by the amount of the loss, destruction or damage until the next renewal of the policy unless the Company agrees on payment of an additional premium to reinstatement of the Sum Insured.

### **3. Average**

If on the happening of loss, destruction or damage a Sum Insured under Sections 1, 3, 8, 9 or 10 is less than the value of the property covered including (for Sections 1 and 8) the cost of removal of debris and (for Section 8) architects' and surveyors' fees the amount payable shall be proportionately reduced.

#### **4. Excess**

The Company will not be liable for the first £250 of each claim as shown in the Schedule for loss, destruction or damage under Sections 1,2,7,8,9 and 10 together as ascertained after the operation of Special Provision 3 - Average where applicable.

This Excess amount is increased to £500 in respect of each and every loss or damage:

- (a) to the Buildings flat roof unless otherwise stated
- (b) due to flood if the Premises insured hereby is situate in an Environmental Agency designated flood area

## **GENERAL DEFINITIONS**

### **The Business**

The Insured's business or profession as stated in the Schedule.

### **The Premises**

That part of the Premises at the address stated in the Schedule used by the Insured in connection with the Business.

### **Damage**

Loss, destruction or damage.

### **Unoccupancy**

Unoccupancy shall mean wholly unoccupied mainly unoccupied or not in use.

## SECTION 1 - CONTENTS

### Cover

1. The Company will indemnify the Insured in respect of Damage to the Contents
  - (a) whilst in the Premises
  - (b) (other than stock and goods in trust) temporarily removed anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Manoccurring during the Period of Insurance by
  - (i) **Fire explosion lightning**
  - (ii) **Theft** involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's household or the Insured's employees
  - (iii) **Storm or flood** (other than frost subsidence ground heave or landslip)
  - (iv) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
  - (v) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessation of work and loss destruction or damage in Northern Ireland)
  - (vi) **Malicious persons** other than theft or damage in furtherance of theft
  - (vii) **Aircraft** and other aerial devices or articles dropped from them
  - (viii) **Earthquake**
  - (ix) **Impact** by road or rail vehicles
  - (x) **Escape of oil** from a fixed oil fired heating installation
  - (xi) **Breakage or collapse** of radio or television aerials
  - (xii) **Falling Trees or parts thereof**, other than loss or damage caused by or as a direct result of felling or lopping of trees for or on behalf of the Insured.
  
2. The Company will also indemnify the Insured respect of
  - (a) damage to the fabric of the Premises (other than outbuildings) arising from theft or attempted theft involving entry or exit by forcible and violent means provided that the Insured is responsible for the repairs and is not specifically insured elsewhere
  - (b) accidental damage to underground pipes services and cables provided the Insured is responsible for the repairs
  - (c) the cost of removing debris of the property insured by this Section from the site of the damage or the immediately adjacent area following destruction or damage covered by this Section

- (d) The costs incurred in the necessary replacement of any locks of the Premises other than locks of any safe following theft of keys to such locks
- (i) from the Premises or the private residence of the Insured or any employee authorised to hold such keys
  - (ii) involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's family

provided that the liability of the Company shall not exceed £500 any one loss occurring during the Period of Insurance.

## LIMITS

The amount payable in any one Period of Insurance is limited as follows

- |    |  |  |
|----|--|--|
| 1. | Property (other than stock and goods in trust) temporarily removed | 15% of the Sum Insured on Contents (other than stock and goods in trust) |
| 2. | Computer Systems records   | £1,000   |
| 3. | Any one employee's personal effects (including pedal cycles)       | £500   |
| 4. | Any other claims   | the corresponding Sums Insured/limits in the Schedule                    |

## CLAIMS SETTLEMENTS

1. Claims for the total loss or destruction of Contents (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of replacement by property similar to but no better or more extensive than the Contents when new
2. Claims for damage to Contents (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the Contents when new
3. Claims for documents manuscripts and business books will be settled on the basis of the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained in them
4. Claims for computer systems records will be settled up to the limit shown on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained in them
5. Claims for patterns models moulds plans and designs will be settled on the basis of the value of the material together with the cost of labour expended in reinstatement
6. All other claims will be settled on the basis of indemnity and will be subject to adjustment for wear and tear

## **DEFINITIONS**

### **Contents**

1. All trade contents belonging to the Insured or for which the Insured is responsible in the Premises including stock in trade wines spirits cigars cigarettes tobacco interior decorations tenants improvements building owners fixtures and fittings and shop fronts for which the Insured is responsible
2. Documents manuscripts and business books
3. Computer systems records
4. Patterns models moulds plans and designs

### **EXCEPTIONS**

This Section does not cover

1. any item for which there is no Sum Insured in the Schedule
2. damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
3. damage to electrical equipment by short circuiting or overrunning not resulting in fire
4. damage to gaming machines
5. theft from any yard garden open space or outbuilding
6. damage by storm or flood to moveable property in the open
7. damage to stock at or below ground floor level of the premises caused by storm or flood or escape of water from water tanks apparatus or pipes or escape of oil from a fixed oil fired heating installation unless the stock is on stillage at least six inches above the floor
8. damage to Contents due to water ingress which arises in consequence of a flat roof
9. deeds bonds promissory notes or Money as defined in Section 4
10. damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event not insured by this Section
  - (b) to property not insured by this Section
11. damage attributable solely to change in the water table level

## **SECTION 2 GLASS**

### **COVER**

The Company will indemnify the Insured for

1. breakage of fixed glass (the property of the Insured or for which the Insured is responsible) at the Premises and the reasonable cost of any necessary boarding up
2. damage to window frames framework fittings and displays resulting from such breakage
3. damage to sanitaryware by breakage or fracture of such a nature as to render such article totally unserviceable
4. damage to fixed signs canopies and external blinds at the Premises.

occurring during the Period of Insurance

Limit 5% of Contents Sum Insured unless otherwise stated in schedule

### **EXCEPTIONS**

This Section does not cover

1. chipping cracking wear and tear or other deterioration of sanitaryware
2. disfiguration or damage other than fracture extending through the entire thickness of the glass
3. breakage of the glass during its removal or during work on or alteration to it or its framework beadings or other fittings
4. domestic glassware and glassware forming part of the Insured's stock in trade or stained glass
5.
  - (a) damage to neon tubing unless the glass is fractured
  - (b) loss or damage arising from wear and tear mechanical or electrical breakdown and any process of repair removal or erection of neon signs or any part thereof
  - (c) loss or damage resulting from worn or defective fastenings to neon signs canopies or external blinds

## SECTION 3 LOSS OF INCOME

### COVER

The Company will indemnify the Insured for

1. (a) loss of Income and  
(b) additional expenditure  
resulting from
  - (i) Damage
    - (a) insured by Sections 1 or 2
    - (b) to the Property (as defined in Section 8) and caused by any of the events itemised under paragraph 1 of Cover in Section 8 and not otherwise excluded
    - (c) to property in the vicinity of the Premises preventing or hindering the use of the Premises or access to them and caused by any of the events itemised under paragraph 1 of Cover in Section 1
    - (d) to the Insured's books of account or other business books or records and the amount payable as indemnity shall not exceed
      - (i) the difference between
        - (a) the loss of Income and
        - (b) the total of the amounts received or traced in respect thereof
      - (ii) the additional expenditure necessarily and reasonably incurred with the previous consent of the Company in tracing or establishing the outstanding Income after the loss destruction or damage
  - (ii) (a) any occurrence of a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises
  - (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
  - (c) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
- (iii) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
- (iv) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
- (v) any occurrence of murder or suicide at the Premises or within a secured area under control of the police authorities

- (vi) Accidental Failure of Public Supplies of Electricity Gas or Water at the terminal ends of the public supply undertakings feed to the premises not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply.

occurring during the Period of Insurance and the amount payable as indemnity shall be

- (a) the shortfall between the Income received during the Indemnity Period and the Income which would have been received but for the Damage
- (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided

less any sum saved during the Indemnity Period on business expenses or charges which cease or reduce as a result of the Damage

If during the Indemnity Period the Insured or others acting on the Insured's behalf sells goods or performs services away from the Premises for the benefit of the Business any money paid or payable for such sales or services shall be taken into account in arriving at the Income during the Indemnity Period

2. the reasonable charges payable by the Insured to their professional accountants for producing any particulars in the Insured's books of account or other business books or documents or any other information required by the Company under the terms of General Condition 4(d) and for reporting that such particulars are in accordance with the Insured's books of account or other business books or documents

## **LIMITS**

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 3 in the Schedule

To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax

## **DEFINITIONS**

### **Income**

The money paid or payable to the Insured for goods sold and delivered (less the net purchase price of such goods) and for services rendered in the course of the Business at the Premises

### **Notifiable Disease**

Illness sustained by any person resulting from

- (i) food or drink poisoning, or
- (ii) any human infectious or human contagious disease specifically detailed below:  
Acute encephalitis • Acute poliomyelitis • Anthrax • Cholera • Diphtheria • Dysentery • Food poisoning • Leprosy • Leptospirosis • Malaria • Measles • Meningitis: meningococcal, pneumococcal, haemophilus influenzae, viral • Meningococcal septicaemia (without meningitis) • Mumps • Ophthalmia neonatorum • Paratyphoid fever • Rubella • Scarlet fever • Smallpox • Tetanus • Tuberculosis • Typhoid fever • Typhus fever • Viral haemorrhagic fever • Viral hepatitis: Hepatitis A, Hepatitis B, Hepatitis C • Whooping cough • Yellow fever.

## **Indemnity Period**

- (a) in respect of 1 (i) of Cover

The period beginning with the occurrence of the loss destruction damage or event and lasting no longer than 12 months thereafter during which the results of the Business shall be affected by the loss or damage

- (b) in respect of 1 (ii), (iii), (iv), (v) and (vi) of Cover

The period beginning with the occurrence or discovery of the incident or the date from which the restrictions on the Premises are applied and lasting no longer than three months thereafter during which the results of the Business shall be affected as a result of the incident or restrictions

## **EXCEPTIONS**

This Section does not cover

1. loss resulting from explosion (whether caused by fire or otherwise) of plant (other than boilers or economisers on the Premises) designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to damage by fire resulting from explosion)
2. any loss arising under Cover 1 (i) (a) unless a payment is made or liability admitted under Sections 1 or 2
3. any loss arising under Cover 1 (i) (b) unless a payment is made or liability is admitted under a material damage insurance covering the Insured's interest in the Property (as defined in Section 8)
4. in respect of 1 (ii), (iii), (iv), (v) and (vi) of Cover
  - (i) any costs incurred in the cleaning repair replacement recall or checking of Contents (as defined in Section 1) or Property (as defined in Section 8)
  - (ii) any loss arising from Premises which have not been directly subject to an incident referred to in 1 (ii), (iii), (iv), (v) and (vi) of Cover
5. in respect of 1 (i) of Cover loss resulting from pollution or contamination except loss resulting from pollution or contamination at the Premises caused by Damage as defined in paragraph 1 (i)
6. loss attributable solely to change in the water table level
7. any loss arising from the first two hours failure of supply as provided in Cover 1 (vi)

## SECTION 4 MONEY

### COVER

The Company will indemnify the Insured for

1. loss of Money as defined herein pertaining to the Insureds business
  - (a) in the Premises
  - (b) in transit
  - (c) at any of the Insured's sites of contract during business hours
  - (d) in bank night safes until removed by a bank official
  - (e) in the private residences of the Insured and the Insured's employees  
anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. Damage to any safe in the Premises arising from any attempt to steal Money from it
3. Damage to money belts waistcoats cash-carrying cases and similar cash-carrying devices designed for the safe carriage of Money arising out of theft or attempted theft

occurring during the Period of Insurance

### LIMITS

The liability of the Company for one or more occurrences arising directly or indirectly from one source or original cause is limited as follows

1. Money in transit to and from the bank, post office or buildings society  
and in the premises during business hours ..... £ 2,000
2. Money in the private residences of the Insured or any authorised employee  
of the Insured and Money in transit other than as described in '1' above..... £ 500
3. Crossed cheques crossed giro cheques crossed bankers' drafts  
crossed giro drafts crossed money orders crossed postal orders  
stamp franking machine unused units stamped National Insurance cards  
National Savings certificates premium bonds credit card sales vouchers  
and VAT purchase invoices..... £ 500,000
4. Money (other than Money described in '3' above) in the Premises when closed for business
  - (a) contained in locked safe(s) ..... £ 1,000\*
  - (b) not contained in locked safe(s) ..... £ 250
5. Any other loss of Money ..... £ 2,000

\*or as varied in the Schedule or endorsement hereto

## **SPECIAL CONDITION**

It is a condition precedent to liability that

1. whenever the Premises are closed for Business all the keys and records of combination code(s) of the safe(s) be removed from the Premises except while the Insured or an authorised employee is actually therein
2. if the person(s) holding the keys and records of combination code(s) resides in a residence adjoining or communicating with the Premises the keys and records of combination code(s) be removed from the residence whenever such residence is left unattended
3. the till or any cash register be left open and empty whenever the premises are closed for business

## **DEFINITION**

### **Money**

Current coin bank notes currency notes cheques giro cheques travellers' cheques bankers' drafts giro drafts bills of exchange money orders postal orders current postage stamps stamp franking machine unused units revenue stamps National Insurance stamps (whether affixed to cards or otherwise) National Savings Certificates premium bonds holiday with pay stamps Luncheon Vouchers trading stamps consumer redemption vouchers gift tokens credit card sales vouchers VAT purchase invoices securities for money authenticated travellers' tickets machine tokens and telephone charge cards

## **EXCEPTIONS**

This Section does not cover

1. loss due to the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
2. shortage due to errors or omissions in receipts payments or accountancy
3. loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
4. interruption of the Business or any other consequential loss
5. money in any note coin or token operated machine
6. theft of money from unattended vehicles

## SECTION 5 ASSAULT

### COVER

The Company will under 1 described below indemnify the Insured up to the limit stated and under 2 described below pay to the Insured the relevant benefits if during the Period of Insurance an Insured Person in the course and arising out of the Business and as a direct result of assault or violence or threat thereof

	Benefit
1. sustains loss of or damage to clothing and personal effects - up to .....	£ 500
2. sustains bodily injury resulting directly and independently of any other cause within two years in	
(a) death .....	£ 25,000
(b) loss of one or more limbs and/or sight of one or both eyes .....	£ 25,000
(c) permanent total disablement from attending to any and every occupation ...	£ 25,000
(d) temporary total disablement from attending to the whole of his/her usual occupation - during such disablement at the rate per week of .....	£ 100

provided that

1. benefit shall not be payable
  - (i) under more than one of 2(a) 2(b) or 2(c)
  - (ii) under 2(c) until the expiry of two years from the date of disablement
  - (iii) under 2(d) for any disablement for which benefit is payable under 2(a) or 2(b) except in respect of the period prior to benefit becoming payable under 2(a) or 2(b)
  - (iv) under 2(d) for more than two years from the date of disablement
2. in connection with any claim under 2 above an Insured Person shall if required submit him/herself to medical examination at the expense of the Company

### SPECIAL PROVISION

#### Assignment

The benefits payable under this Section are not assignable Payment of any benefit shall be made only to the Insured unless the Insured shall request that the payment be made direct to an Insured Person in either event his/her receipt shall be a discharge to the Company This option shall apply to the weekly benefit only

### DEFINITIONS

#### Insured Person

The Insured or any director partner or employee of the Insured aged between 15 and 70 years

#### Loss of Limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

#### Loss of Sight

Total and irrecoverable loss of sight

## SECTION 6 LIABILITY TO OTHERS

### COVER

1. The Company will indemnify the Insured for all sums which the Insured becomes legally liable to pay as damages in respect of
  - (a) bodily injury (including death or disease) to any person except bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured
  - (b) loss of or damage to property
  - (c) trespass nuisance or any interference with any right of way light air or water

occurring within the Geographical Limits during the Period of Insurance in connection with the Business which for the purposes of this Section shall not include manual work away from the Premises other than the collection or delivery of Products

The indemnity provided above shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within the Geographical Limits disposed of by the Insured prior to the occurrence of the bodily injury or damage to property giving rise to liability

- (d) bodily injury (including death or disease) sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured and caused within the Geographical Limits during the Period of Insurance
- (e) charges of wrongful arrest false imprisonment or slander made against the Insured and arising from an allegation by the Insured or an Employee of shoplifting or other improper conduct by any person (other than an Employee) at the Premises during the Period of Insurance provided that the total amount of damages exceeds £ 100

The Company will also pay Legal Costs and Solicitor's Fees

The indemnity granted by paragraph 1 (d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Isle of Man and the Channel Islands insofar as this clause applies to those territories) but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such legislation

2. At the request of the Insured named in the Schedule the Company will subject to the terms exceptions and conditions of this Section indemnify any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Company whether or not bodily injury loss of or damage to property has occurred for
  - (a) the defence of any criminal proceedings brought against such person for an offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 and Part II of the Consumer Protection Act 1987 and similar safety legislation arising from the Business and
  - (b) prosecution costs awarded against such person in respect of such proceedings and
  - (c) an appeal against a conviction arising from such proceedings

provided always that

- (i) the Company shall not be liable
  - (a) for the payment of fines or penalties
  - (b) if the prosecution arises directly or indirectly in connection with work specifically excluded under this Section
- (ii) such director or Employee shall comply with the terms of this Section and Policy
- (iii) the conduct and control of claims under this Section is vested in the Company

## **LIMITS**

1. (not applicable to Cover 1(d) or 1(e) above)

The liability of the Company for all damages payable shall not exceed £ 2,000,000 inclusive of all costs and expenses

- (a) in the aggregate in respect of all bodily injury loss of or damage to property happening in any one Period of Insurance and caused by the Products
- (b) in respect of one occurrence or series of occurrences consequent on one original cause in respect of all other bodily injury loss or damage

2. (applicable to Cover 1 (e) only)

The liability of the Company for all damages payable arising out of any one occurrence or series of occurrences consequent on one original cause shall not exceed £ 25,000

3. (Applicable to Cover 1 (d) only)

The liability of the Company for all damages costs fees and expenses shall be £10,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence except claims due to terrorism for which the liability of the company for all damages cost fees and expenses is limited to £ 5,000,000 in respect of any one claim or series of claims arising out of one occurrence

## **DEFINITIONS**

### **EMPLOYEE**

1. Any person under a contract of service or apprenticeship with
  - (a) the Insured
  - (b) any other party and who is borrowed by or hired to the Insured
2. Any self-employed person working for the Insured

### **GEOGRAPHICAL LIMITS**

1. Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. Elsewhere in the world provided the action for damages is brought in the courts of law of the territories mentioned in 1

## **LEGAL COSTS**

The legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Company

## **SOLICITOR'S FEES**

The Solicitor's fees incurred with the written consent of the Company for representation of the Insured at

1. any coroners inquest or fatal inquiry arising from any death
2. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this section

## **PRODUCTS**

All products pertaining to the Business sold or supplied from or repaired altered or treated in the Premises in connection with the Business and including containers parts components accessories and materials of such products

## **EXCEPTIONS**

(not applicable to Cover 1 (d) above)

this Section does not cover liability

1. arising from
  - (a) loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than personal effects (including vehicles) of directors visitors or Employees

This Exception shall not apply to loss of or damage to the Premises provided that they are leased or rented by and not owned by the Insured and provided that the liability does not arise solely under the terms of a lease or rental agreement

The Insured shall be responsible for the first £250 of each claim for damage to the Premises whilst leased or rented unless caused by fire or explosion
  - (b) any breach of professional duty or fault error or omission in any advice design plan or specification
  - (c) bodily injury loss or damage deliberately caused by or on the instructions of the Insured or an Employee whilst engaged in supervisory duties unless caused by wilful misconduct of such Employee
  - (d) the ownership possession or use of any
    - (i) aircraft or watercraft except non power driven craft used on inland waterways
    - (ii) mechanically propelled vehicle but (unless an indemnity is granted by another insurance) this Exception shall not apply to
      - (a) the loading or unloading of any mechanically propelled vehicle
      - (b) the use of Employees' own vehicles on the Insured's Business
  - (e) bodily injury loss or damage arising directly or indirectly from
    - (i) products sold supplied repaired altered or treated by the Insured on terms less favourable to the Insured than the ordinary process of law governing their sale supply repair alteration or treatment

This exception shall not apply to liability that would have attached in the absence of such terms

- (ii) the use of any drug chemical medicine or other preparation or the sale or supply of these preparations which are
    - (a) sold or supplied solely under a prescription from a medical practitioner
    - (b) not of proprietary manufacture
  - (iii) the sale or supply of animal (including fish and bird) feeding compounds or ingredients used therein fertilisers insecticides pesticides seeds or similar commodities
  - (iv) any treatment or service provided in connection with the business
- 2.
  - (a) in respect of loss or damage to the Products
  - (b) to make any refund of the payment received for the Products
  - (c) for the cost of repair alteration or replacement of the Products
- 3. in respect of bodily injury (including death or disease) or loss of or damage to property arising from pollution or contamination unless due to a sudden identifiable unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance

All pollution and contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

(Only applicable to Cover 1 (d))

- 4. The Company will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is
  - (i) carried in or upon a vehicle or
  - (ii) entering or getting on to or alighting from a vehicle where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road

For the purpose of this exception the expression "road" "use" and "vehicle" have the same meaning as in the Road Traffic Act 1988 or similar legislation
- 5. Due to any act of terrorism other than bodily injury sustained by an employee for which the liability of the Company shall not exceed the sum stated in limits 3 herein

## SECTION 7 GOODS IN TRANSIT

### COVER

The Company will indemnify the Insured for Damage to the Property occurring during the Period of Insurance and within Great Britain Northern Ireland the Channel Islands and the Isle of Man whilst the Property is in transit or being loaded onto or unloaded from any Vehicle

### LIMITS

The amount payable in respect of any one Vehicle during any one Period of Insurance shall not exceed the Sum Insured stated under Section 7 in the Schedule

### SPECIAL CONDITION

#### Precautions

The Insured shall maintain use and keep in thorough working order all the protections on the Vehicle

### DEFINITIONS

#### Property

Goods incidental to the Business the property of the Insured or for which the Insured is responsible

#### Vehicle

Any mechanically propelled vehicle in the custody or control of the Insured (including any attended trailer)

### EXCEPTIONS

This Section does not cover

1. Damage to Property in a Vehicle when left unattended between the hours of 7pm and 8am
2. Damage to money as defined in Section 4 jewellery watches gold platinum and silver articles precious stones and furs
3. Damage caused by or resulting from
  - (a) theft of Property left in an unattended Vehicle unless the Vehicle has all its points of access closed and secured by all its locks and other protections and all the keys are removed from it and retained by the driver
  - (b) theft of or water damage to Property when not in a closed Vehicle owned or operated by the Insured
  - (c) inherent defect or vice deterioration contamination mildew or vermin
  - (d) depreciation in value delay loss of market or other consequential loss
  - (e) the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
  - (f) unexplained shortages
  - (g) wear and tear or any gradually operating cause

## SECTION 8 BUILDINGS

Only operative if indicated in the Schedule

### COVER

The Company will indemnify the Insured for

1. Damage to the Property occurring during the Period of Insurance by
  - (i) **Fire explosion lightning**
  - (ii) **Storm or flood** (other than frost subsidence ground heave or landslip)
  - (iii) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
  - (iv) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss or damage resulting from cessation of work and loss or damage in Northern Ireland)
  - (v) **Malicious persons** other than theft or damage in furtherance of theft
  - (vi) **Aircraft** and other aerial devices or articles dropped from them
  - (vii) **Earthquake**
  - (viii) **Impact** by road or rail vehicles
  - (ix) **Theft** involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's household or the Insured's employees
  - (x) **Escape of oil** from a fixed oil fired heating installation
  - (xi) **Breakage or collapse** of radio or television aerials
  - (xii) **Falling trees or parts thereof**, other than loss or damage caused by or as a direct result of felling or lopping of trees for or on behalf of the Insured
2.
  - (a) the cost of removal of debris dismantling and/or demolishing shoring up or propping of portions of the Property
  - (b) architects' and surveyors' fees necessarily incurred in the reinstatement of the Property (but not exceeding the scale of fees authorised by the respective professional institutes)
  - (c) the additional cost of reinstatement of the Property necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-laws consequent on loss destruction or damage covered under this Section

### EXTENSIONS

1. Loss of Rent - should damage by any of the insured perils under Section 8 render the Buildings uninhabitable but only in respect of the period necessary for their repair or reinstatement and for an amount not exceeding 10% of the Sum Insured on the Buildings.
2. Property Owner's Liability - all sums for which the Insured becomes legally liable
  - (a) as owner of the Buildings but not as occupier to any person not employed by the Insured and not a member of his household for accidental bodily injury or accidental damage to property occurring during the currency of this policy
  - (b) to any person in consequence of Section 3 of the Defective Premises Act 1972 for accidental bodily injury or accidental damage to property occurring during the currency of this policy as a result of defects in any premises previously owned/leased and occupied by the Insured and disposed of since 1 January 1974 by the Insured but this insurance shall not be brought into contribution in any loss for which the Insured shall be entitled to receive compensation from any other source

but excluding any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement. Provided always that the liability of the Company for all claims made in respect of or arising out of one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the sum of £2,000,000. In addition the Company will indemnify the Insured in respect of all law costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company

## **LIMIT**

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 8 in the Schedule

## **CLAIMS SETTLEMENTS**

Claims will be settled on the basis of rebuilding or replacement of destroyed Property or the repair or restoration of the damaged portion of the Property in each case in a condition equal to but not better or more extensive than its condition when new provided that

1. the Property is maintained in good repair
2. no payment beyond the amount which would have been payable under the Policy if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred
3. in the event of damage if 85% of the cost of reinstatement of the whole of the Property exceeds the Sum Insured on that Property at the commencement of the damage the amount payable by the Company will be proportionately reduced

## **DEFINITIONS**

### **Property**

The building at the Premises and outbuildings wall gates and fences including building owner's fixtures and fittings

## **EXCEPTIONS**

This Section does not cover

1. Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this Exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
2. Damage by storm or flood to gates and fences
3. Damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event not insured by this Section
  - (b) to property not insured by this Section
4. Damage attributable solely to change in the water table level

## **SECTION 9 ALL RISKS**

Only operative if indicated in the Schedule

The Company will indemnify the Insured in respect of loss or damage to the Property detailed under Section 9 of the Schedule forming part of this Policy from any cause occurring at the Premises.

### **EXCEPTIONS**

The Company shall not be liable in respect of

- (a) Mechanical or electrical breakdown
- (b) Loss or damage due to
  - (i) wear and tear or gradual deterioration moth or vermin or climatic conditions,
  - (ii) cracking scratching or breakage of records glass or other brittle material,
  - (iii) any process of cleaning alteration maintenance or repair
  - (iv) the use of bent foreign or spurious coins

### **BASIS OF CLAIMS SETTLEMENT**

In the event of loss or damage to the insured property the Company will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided that such cost has been incurred

## **SECTION 10 FROZEN FOOD**

Only operative if indicated in the Schedule

### **COVER**

The Company will indemnify the Insured for Damage to products in the cold chamber of the Plant by deterioration or putrefaction caused by

1. rise or fall in temperature resulting from
  - (a) Breakdown of the Plant or non-operation (from any inherent cause) of any thermostatic device controlling the Plant or failure of the wiring between the starting switch or plug and the driving motor
  - (b) sudden and unforeseen damage (other than breakdown) to the Plant that in the opinion of the Company necessitates immediate repair or replacement
  - (c) accidental failure of the public supply of electricity at the terminal ends of the Supply Authority's service feeders to the Premises
2. action of refrigerant fumes which have escaped from the Plant

occurring during the Period of Insurance

provided that a maintenance contract with a refrigeration engineer shall be kept in force for each item of Plant unless the Plant is a sealed unit

### **LIMIT**

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 10 in the Schedule

### **DEFINITIONS**

#### **Plant**

All electrical or metal mechanical parts integral to any refrigerator or deep freeze unit contained in the Premises including in the case of electrically driven plant the individual starter and the wiring between the motor and starter

#### **Breakdown**

The breaking or burning out of any part of the Plant while in use arising from either mechanical or electrical defects or pressures within the Plant causing sudden stoppage of the Plant and necessitating repair or replacement before it can resume working

## **EXCEPTIONS**

This Section does not cover

1. loss destruction or damage caused by
  - (a) wear and tear or other gradually developing cause
  - (b) any failure of electric current which does not involve total cessation for at least 30 consecutive minutes
  - (c) interruption in the electricity supply from the point of intake at the consumer's premises to the main switch or plug of the motor
  - (d) a deliberate act by the Supply Authority or the exercise by any such Authority of its power to withhold or restrict the supply of electricity
  - (e) strikes lock-out riot or civil commotion
  - (f) failure of fuse
2. consequential loss incurred by the Insured

## **SECTION 11 FAILURE OF EXTRACTOR UNIT**

Only operative if indicated in the Schedule

The Company will indemnify the Insured in respect of loss of income arising solely from the enforced closure of the Premises defined in the Schedule due to the sudden and unforeseen mechanical breakdown of the extractor unit operating within the Premises. The indemnity provided by this Section shall be limited to a maximum period of not more than 48 consecutive hours.

It is warranted that the extractor unit shall have in force a manufacturer's guarantee or warranty or a maintenance and service agreement with a competent engineer. Indemnity under this Section shall be limited to a maximum of £250 in respect of any one period of closure and shall be limited to a maximum of £1000 in any one period of insurance of not less than 12 months.

## **EXCEPTIONS**

1. Any period of enforced closure of less than 2 consecutive hours
2. Loss caused by
  - (a) any failure of the extractor unit caused by the deliberate act of any Public Utility
  - (b) any failure due to the negligence or the deliberate act of the Insured
  - (c) wear and tear or gradual deterioration of the extractor unit

## **BASIS OF CLAIMS SETTLEMENT**

In the event of the enforced closure of the Premises the Insured will be required to prove the loss of Trading Profit that he has suffered by such closure by comparison with the average of the takings of a similar period of not more than two consecutive days in the 30 days immediately preceeding the closure which is the subject of the loss. Any Savings arising due to the closure shall be determined and deducted from such loss.

## SECTION 12 PERSONAL ACCIDENT / SICKNESS

Only operative if indicated in the Schedule

### COVER

If during the Period of Insurance and Insured Person sustains accidental bodily injury (including exposure to the elements) resulting directly and independently of any other cause within two years in death loss or disablement as described the Company will pay the Insured the relevant benefit(s) as shown below for each Unit of Benefit

	Unit of Benefit
1. Permanent total disablement .....	£ 5,000
2. Loss of one or more limbs or sight in one or both eyes .....	£ 5,000
3. Loss of speech .....	£ 5,000
4. Loss of hearing in both ears .....	£ 5,000
5. Loss of hearing in one ear .....	£ 2,500
6. Fatal Accident .....	£ 5,000
7. Permanent total loss of use of any one	
(a) shoulder or elbow or hip or knee or ankle or wrist.....	£ 1,000
(b) finger (at least one complete bone) .....	£ 1,000
(c) thumb (at least one complete bone) .....	£ 1,000
(d) big toe (at least one complete bone) .....	£ 500
(e) other toes (at least one complete bone) .....	£ 500
8. Hospitalisation	
(a) benefit while confined to hospital as an in-patient at the rate per day of .....	£ 50
(b) benefit payable after confinement to hospital as an in-patient for at least 14 consecutive days.....	£ 500
9. Benefit during temporary total disablement at the rate per week of.....	£ 50
10. Benefit during temporary total disablement due to sickness at the rate per week of.....	£ 50

Benefit is not payable for an Insured Person

- (a) under more than one of items 1,2,3,4,5,6 or 7
- (b) Under Item 1 until two years after the date of the disablement
- (c) under Item 7 (a), (b), (c), (d), (e), in total for more than the benefit which would have been payable under Item 2 for the loss of one limb
- (d) under Item 8 for less than 24 hours or for more than 100 days in respect of any injury
- (e) under Item 9 for any disablement for which benefit is payable under Items 2,3,4,5,6 or 7
- (f) under Item 9 for the first 7 days of such disablement or for more than two years from the date of disablement
- (g) under Item 10 for the first 7 days of such disablement or for more than one year from the date of disablement

## **SPECIAL PROVISIONS**

### **1. Assignment**

The benefits payable under this Section are not assignable. Payment of any benefit shall be made only to the Insured unless the Insured shall request that the payment be made direct to an Insured Person in either event his/her receipt shall be a discharge to the Company. This option shall apply to the weekly benefit only where the Insured Person pays the entire premium

### **2. Disappearance**

In the event of the disappearance of an Insured Person if after a period of time it is reasonable to believe that such Insured Person has died as a result of bodily injury within the scope of this Section the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death benefit shall be refunded to the Company

### **3. Fraud**

All Benefit under this Section of the Policy shall be forfeited if any claims be in any respect fraudulent or intentionally exaggerated or if any injury be occasioned by the wilful act or with the connivance of the Insured

## **DEFINITIONS**

### **Insured Persons**

Such persons as are named in Section 12 of the Schedule

### **Loss of Limb**

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

### **Loss of Sight**

Total and irrecoverable loss of sight

### **Loss of Hearing**

Total and irrecoverable loss of hearing

### **Loss of Speech**

Total and irrecoverable loss of speech

### **Hospital**

Any hospital or similar establishment providing both a full-time nursing service for the care of resident patients by persons with recognised nursing qualifications and full-time surgical and medical facilities by registered medical practitioners

### **Temporary Total Disablement**

Disablement of the Insured Person from carrying out a substantial part of his/her usual gainful employment or gainful occupation (whether on a full or part time basis) or where he/she is not gainfully employed or gainfully occupied when he/she is necessarily confined to hospital nursing home or similar establishment or to a private residence

### **Permanent Total Disablement**

Permanent Total Disablement of an Insured Person from carrying out any gainful employment or gainful occupation

## **EXCEPTIONS**

The Company will not pay Benefit for injury of an Insured Person in the following circumstances

1. Medical or physical conditions
  - (a) if the injury arises from the Insured Person taking a drug which is not lawfully available or is lawfully available only on prescription by a qualified doctor or dentist. This Exception does not apply if the drug was prescribed
  - (b) if the injury consists solely of illness disease or disorder
  - (c) if the injury results from any physical or mental defect or infirmity which was known to the Insured or Insured Person at the inception of this insurance
  - (d) if the death or the extent of the loss disablement or confinement to hospital is affected directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused
2. Dangerous activities
  - (a) if the injury arises from the Insured Person taking part in racing (other than on foot or while swimming) professional sports winter sports mountaineering or rock climbing using ropes or guides hunting parachuting pot-holing or bungee jumping
  - (b) if the injury arises whilst driving or riding as a passenger in or on any motor cycle motor scooter moped or mechanically assisted pedal cycle or whilst using underwater breathing apparatus
  - (c) if the injury arises from flying except as a passenger in an aircraft operating under its own power
3. Other circumstances

if the injury is sustained after the Period of Insurance in which the Insured Person attains the age of 75

## **SECTION 13 LOSS OF LICENCE**

Only operative if indicated in the Schedule

### **COVER**

The Company will indemnify the Insured for

1. loss sustained in respect of depreciation in the value of the Insured's interest in the Premises or the Business
2. costs and expenses incurred by the Insured with the written consent of the Company for any subsequent appeal arising from
  - (a) the Licence being revoked suspended or forfeited under the provisions of the appropriate legislation governing such licences
  - (b) renewal of the Licence being refused after due application for such renewal to the appropriate authority

at any time during the Period of Insurance provided that the revocation suspension forfeiture or refused renewal is occasioned by reasons beyond the control of the Insured

### **LIMIT**

The amount payable in any one Period of Insurance for Cover 1 above shall not exceed the Sum Insured stated under Section 13 in the Schedule

## **SPECIAL CONDITION**

1. The Insured shall on becoming aware of any
  - (a) complaint against the Premises or its control
  - (b) proceedings against or conviction of the Licenceholder Manager Tenant or Occupier of the Premises for any breach of the licensing legislation or any matter whatsoever whereby the character or reputation of the person concerned is affected or called in question with respect to his/her 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

as soon as possible give notice in writing to 'The Company' and supply such additional information and give such assistance as the Company may reasonably require

## **DEFINITION**

### **Licence**

The licence granted in respect of the Premises for the retail sale of excisable liquors

## **EXCEPTIONS**

1. This Section does not cover the refused renewal revocation suspension or forfeiture of the Licence arising directly or indirectly from
  - (a) any compulsory purchase order or improvement or redevelopment of the area by the Local Authority
  - (b) any alteration of the legislation affecting the grant surrender refusal to renew suspension or forfeiture of Licences
2. The Company shall not be liable for any claim arising from the refusal renewal of a Licence if the Insured is entitled to obtain compensation under the provisions of any legislation

## **GENERAL EXCEPTIONS**

Applicable to all Sections except as expressly stated

### **This Policy does not cover**

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

damage or liability directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation destruction or requisition by order of the Government or any Public Authority

General Exceptions 1 and 2 do not apply to Section 6 insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured

3. **Sonic Bangs**

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

**General Exception 3 does not apply to Sections 5,6,12 and 13**

4. **Terrorism**

damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or in pursuit of political religious ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto and which:

- (1) involves violence against one or more persons; or
- (2) involves damage to property; or
- (3) endangers life other than that of the person committing the action; or
- (4) creates a risk to health or safety of the public or a section of the public; or
- (5) is designed to interfere with or to disrupt an electronic system

b) any action in controlling preventing suppressing retailing against or responding to any act or preparation in respect of action or threat of action described in (a) above

If we decide that by reason of this EXCLUSION damage or loss resulting from such damage is not insured and you dispute our decision you must prove that this EXCLUSION should not apply.

**Northern Ireland Exclusion**

This Policy does not cover damage to any property in Northern Ireland or loss resulting from such damage arising from riot civil or political disturbances and (except in respect of damage by fire or explosion) labour disturbances

**General Exception 4 does not apply to Section 6 in so far as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employees employment or engagement by the Insured for which the liability of the Company for all damages costs fees and expenses is limited to £5,000,000 in respect of any one claim or series of claims arising out of one occurrence**

5. **Year 2000**

damage cost or expense for any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use 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 or 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 subsequent DAMAGE not otherwise excluded which itself results from a Defined Peril

This clause does not apply to any claim arising under insurance in respect of Employer's Liability or Personal Accident if provided by this Policy

6. **Virus and Hacking**

(a) damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.

(b) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

But this shall not exclude damage or consequential loss which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

7. **Malicious Persons**

Loss or damage caused by malicious persons who are lawfully on the premises

8. **Unoccupancy**

Loss or damage due to malicious persons theft or escape of water (burst pipes) during any period of unoccupancy

9. **Asbestos**

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

## DEFINITIONS

For the purposes of this General Exclusion the following special meanings shall apply:

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

**"Hacking"** means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to you or not.

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

## GENERAL CONDITIONS

Applicable to all Sections

### PRECAUTIONS

1. (a) The Insured shall take and cause to be taken all reasonable precautions
  - (i) for the safety and security of the property insured
  - (ii) to prevent bodily injury and loss of or damage to property of others
  - (iii) to prevent the sale or supply of products which are defective in any way
  - (iv) to comply with health and safety regulations including the installation of suitable fire extinguishers maintained under contract
  - (v) to comply with all statutory obligations and regulations imposed by any Authority
- (b) The Insured shall exercise reasonable care in selection and supervision of Employees

### DISCLOSURE

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

### CHANGES IN FACTS

3. This insurance shall cease to be in force if there is any material alteration to the Premises or Business or any material change in the facts stated in the proposal form or other facts supplied to the Company unless the Company agrees in writing to continue the insurance

### CLAIMS PROCEDURE (INSURED'S DUTIES)

4. (a) Any loss destruction damage bodily injury claim or proceedings must be notified as soon as reasonably possible to the Company in writing and a detailed statement of claim submitted within
  - (i) 7 days of the happening of loss destruction or damage by riot or civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
  - (ii) 2 months of the expiry of the Indemnity Period in respect of a claim under Section 3 - Loss of Income
  - (iii) 2 months of the happening of any other loss destruction damage or bodily injury
- (b) If theft or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
- (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further loss destruction damage or bodily injury
- (d) All particulars information and assistance as may be reasonably required by the Company must be supplied by the Insured at the Insured's own expense
- (e) If a loss adjuster is appointed to investigate a claim and you are requested to produce documentation relating to professional range servicing and/or extraction ducting cleaning then this must be provided within 72 hours of the loss adjusters request. Failure to provide such requested documentation within that period of time will affect your claim. Subsequent business interruption calculations for that element of the claim will be reduced in proportion to any delay in requested documentation being provided
- (f) No admission of liability or negotiation or settlement of any claim shall be made without the Company's written consent

## **CLAIMS PROCEDURE (COMPANY'S RIGHTS)**

5. (a) The Company shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 6 (except insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured) occurring in any one Period of Insurance the Company may at any time pay to the Insured the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) The Insured shall allow the Company to enter the building where loss destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner No property may be abandoned to the Company
- (d) If the Company elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Sum Insured

## **CANCELLATION**

6. The Company may cancel this policy by sending seven days notice by recorded delivery to the Insured at the Insured's last known address in which event the Insured shall receive a pro-rata return of premium for the unexpired period of insurance. Should the Insured give notice to cancel then the return of premium shall be calculated in accordance with the Short Period Scale shown below only provided that no claim has been made in the current period of insurance.

Short Period Scale:

Period policy in force not exceeding	% of annual premium payable
1 Month	20%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	100%

Above is exclusive of Insurance Premium Tax at the current rate and subject to any policy minimum premium applicable.

## **OTHER INSURANCES**

7. (a) If any Damage insured under Sections 1,2,3,4,7,8,10 or 13 is covered by any other insurance the Company shall pay only its rateable proportion of the loss destruction or damage
- (b) If any Damage or liability insured under Section 6 is covered or would but for the existence of this Policy be covered by any other insurance the Company shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

## **OBSERVANCE**

8. The observance and fulfilment of the terms exceptions and conditions of and endorsements applying to this Policy insofar as they relate to anything to be undertaken or complied with by the Insured shall be a condition precedent to the right of the Insured to claim under this Policy

## **ADDITIONAL CONDITIONS APPLICABLE TO THIS POLICY**

### **Electrical Circuit**

9. It is a condition precedent to the liability of the company that the electrical installation at the premises be maintained in a proper and safe condition at all times and must be inspected at intervals of not more than five years by an electrical contractor who is a member of the Institute of Electrical Engineers (IEE) and a certificate of worthiness issued and retained for inspection by the company

### **Door Mat**

10. To prevent water build-up on rainy days it is a condition precedent to the liability of the company that each shop premises shall have fitted an entrance door mat and shop floor surfaces be kept safe and dry at all times

### **Existing Protections**

11. It is a Condition precedent to liability of the Company under Sections 1 and 4 that all existing protections installed to safeguard the property and the premises or any self-contained portion of the Premises are maintained in full working order and that all protections are used and put into operation at night and whenever the Premises are closed for business and at all other material times

### **Flat Roofs**

12. It is a Condition of this insurance that any flat felted roof portions of the insured Premises be inspected at least once every five years by a qualified builder or property surveyor and that any defects found be remedied immediately

## **MINIMUM STANDARDS OF SECURITY**

Unless agreed otherwise in writing by the Company and endorsed as such on the Policy the following are the minimum level of security protections (in addition to any other requirements declared on the proposal as being installed already) which must be installed, be in full working order and put into effect whenever the premises are closed for business. This shall apply to both the main building and outbuildings at the premises

- A. The final exit door is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be fitted.
- B. All other external doors and all internal doors giving access to any part of the building not occupied by you for the purpose of the Business are to be fitted with either
  - (a) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above, or
  - (b) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other approximately 30cm from the bottom of the door
- C. Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks conforming to BS3621
- D. All opening external basement, ground floor and other accessible windows, fanlights, roof lights and skylights are to be fitted with key operated window locks
- E. All glass in Louvre windows be securely fixed into their brackets using suitable adhesive
- F. Any doors or windows designated by a Fire Authority as being a Fire Exit are excluded from the above and are to be secured internally by panic bolts or fire exit bolts approved by the local Fire Prevention Officer. If, in addition, doors are chained or bolted internally other than by panic bolts or fire exit bolts these must be unchained or unbolted as soon as the Premises are occupied

- G. Each item of electronic equipment (e.g. Computers, Printers or Fax Machines) with an individual replacement value greater than £ 2,500 must be securely anchored to the desk, workstation or fabric of the building by means of lock down plates the keys of which must be removed from the building unless the premises are occupied by the Insured or an authorised employee in which case the keys should be kept in a safe place not in the vicinity of the equipment
- H. All keys are to be removed from the Premises when they are closed for business
- I. Cash registers must be left open and empty whenever the premises are closed for business. Should the cash register be not visible from outside of shop then the tray be removed and placed on the counter

## ENDORSEMENTS

Only operative if indicated in the Schedule

### CCI DUCTING WARRANTY

It is warranted that:

1. All filters accessible surfaces of exhaust hoods ducting and flues be inspected at regular intervals and all greasy deposits and grease traps be cleared out at least once each week
2. At least once every 12 months the ducting, filters, flues and exhaust hoods shall be thoroughly cleaned and serviced by a professional maintenance company and a service record maintained for inspection by the Company as required
3. There be kept in the kitchen area for the extinction of fire and maintained in efficient working order:
  - (a) a Fire Blanket
  - (b) a suitable portable fire extinguisher

### CC2 FRYING RANGE WARRANTY

It is warranted that:

1. The frying range in the premises together with the flue pipe (if any) connected to it be securely fixed and well clear of and/or protected from contact with woodwork or other combustible materials
2. The sump and grease traps belonging to the frying range be cleared out at least once each week and a service record maintained for inspection by the Company as required
3. At least once every 12 months the range and all ancillary filters grease traps canopies hoods extraction ducts including ducting integral to the range through to the sump/drip tray extractor motor and extractor motor impeller and housing be serviced by a competent service engineer who in the case of gas fired ranges must be undertaken by an installer registered with The Gas Safe Register and for electrically powered ranges must be undertaken by a contractor approved by The National Inspection Council for electrical installation contracting (NICEIC) A Service record be maintained for inspection by the company as required
4. The Frying Range must be fitted with a flame failure device which will cut off the gas supply should the pilot light be extinguished
5. There be kept near the frying range for the extinction of fires and maintained in efficient working order:
  - (a) a Fire Blanket
  - (b) a portable fire extinguisher suitable for the extinguishing of fires
6. Metal receptacles with metal lids be used to store waste and batter scraps before disposal and that such receptacles be removed from the shop at the end of each frying session and placed in the garden or yard to the building.
7. The equipment shall be fitted with an automatic thermostat which will prevent the temperature of fat or oil exceeding 205 degrees Celsius (401 degrees Fahrenheit)
8. When draining or filtering of oil from the frying range whilst power by gas or electricity is on the range be never left unattended.
9. The deep fat frying range is fitted with metal lids or shutters for immediate use in the event of fire

### **CC3 INTRUDER ALARM CONDITION**

In respect of the intruder alarm system(s) installed at the Premises and all communication lines and/or links used to transfer information concerned with the state of the intruder alarm system(s) from the Premises it is a condition precedent to liability that

- (a) a maintenance contract is maintained in force during the currency of this Policy with the alarm maintenance company notified to the Company
- (b) where the signalling is by direct line to the alarm company's central station the contract between the Insured and the alarm installing company shall provide for and maintain the following service in respect of the intruder alarm system(s)
  - (i) the setting signal to be recorded
  - (ii) receipt of the setting signal to be confirmed by the alarm company's central station before the Insured's Premises are left unattended
- (c) the Premises are not left unattended unless the intruder alarm system(s) is/are tested and set in its/their entirety
- (d) the Premises must not be left unattended if
  - (i) the central panel at the intruder alarm system(s) reveal(s) and/or
  - (ii) the Insured or an authorised representative is informedthat the intruder alarm system(s) including all communication lines and/or links used for transferring information concerned with the state of the intruder alarm system(s) from the Premises are not in full and efficient working order unless notification has been given to and agreement obtained from the Company that the Premises may be left unattended
- (e) the Premises must not be left unattended unless all keys and records of key pad combination codes of the intruder alarm system(s) are removed from the Premises or from any adjoining or communicating residence occupied by the Insured or an authorised representative
- (f) the Company is advised immediately if the Insured or an authorised representative of the Insured receives written notification from a Police Authority that they will be withdrawing or are considering withdrawing response to an alarm condition at the Premises

### **CC4 WASTE WARRANTY**

It is warranted that all trade waste and refuse material be swept up and bagged and binned at the close of business each day in metal lidded receptacles and removed from the Premises

### **CC5 MONEY IN TRANSIT**

It is a condition precedent to liability that whenever the amount of money (other than money described in item 2 of the Limits of Liability) in transit exceeds the amount shown below the money be accompanied by not less than the number of employees stated.

Amount of Money in Transit exceeding	Minimum No. of Employees
£2,000	Two
£5,000	Three
£10,000	Money to be carried by a professional cash carrier

### **CC6 CONTENTS ACCIDENTAL DAMAGE EXTENSION**

The following amendments are made to Section 1 - Contents

- (a) paragraph 1 of the sub-section headed Cover is extended to include (xiii) Any other cause which is not excepted
- (b) the following amendments are made to the sub-section headed Exceptions
  - (i) Exception 10(a) is amended to read as follows
    - 10(a) by any event other than events (i) to (xii) of paragraph 1 of the sub-section headed Cover
  - (ii) the following Exceptions are added

- 12 (a) wear and tear or any other gradually operating cause
- (b) mechanical or electrical breakdown or derangement
- (c) damage to bulbs valves or transistors unless caused by fire theft or impact
- (d) moth vermin insects or fungal attack
- (e) any process of cleaning restoring altering or repairing
- (f) delay or loss of market
- (g) Damage to foodstuffs by rise or fall in temperature
- (h) Damage to glass and sanitaryware
- (i) accidental erasure of computer systems records unless accompanied by damage to the records
- (j) theft other than as provided by 1 (ii) of Cover under Section 1 - Contents
- (k) Damage to plants flowers animals or fish
- (l) the first £250 of each claim for loss or damage

### **CC7 BUILDINGS ACCIDENTAL DAMAGE EXTENSION**

The following amendments are made to Section 8 - Buildings

- (a) paragraph 1 of the sub-section headed Cover is extended to include the following event
  - (xii) Any other cause which is not excepted
- (b) the following amendments are made to the sub-section headed Exceptions
  - (i) Exception 3(a) is amended to read as follows
    - 3(a) by any event other than events (i) to (xii) of paragraph 1 of the sub-section headed Cover
  - (ii) the following Exceptions are added
    - (a) wear and tear frost dampness dryness or any other gradually operating cause
    - (b) vermin insects or fungal attack
    - (c) any process of cleaning restoring or repairing
    - (d) Damage to glass and sanitaryware
    - (e) subsidence collapse landslip ground heave creeping normal settlement shrinkage cracking or expansion in buildings or foundations
    - (f) the cost of maintenance or routine decoration
    - (g) faulty or defective design materials or workmanship inherent vice or latent defect
    - (h) theft other than as provided by 2 (a) of Cover under Section 1 - Contents
    - (i) The first £250 of each claim for loss or damage

### **CC8 INCREASED EXCESS**

Wherever The Insured is made to be responsible for the first part of any claim (Excess) other than in respect of a flat roof should CC12 be applicable or subsidence ground heave or landslip should CC15 be applicable then such excess amount is increased to £250.

### **CC9 INCREASED EXCESS (overall)**

Contrary to anything stated herein The Insured is made responsible for the first £250 of each and every claim arising other than in respect of a flat roof should CC12 be applicable or subsidence ground heave or landslip should CC15 be applicable or unless otherwise stated or endorsed hereon.

This endorsement shall not apply to any claim arising under Sections 11, 12, or 13

### **CC10 NEW AND EXISTING PROTECTIONS CONDITION**

It is a condition precedent to liability of the Company under Sections 1 and 4 that the Insured shall have complied with such additional security measures as are required in consequence of our Security and Liability Surveyors visit to the Premises. Further that these and all existing protections installed to safeguard the property and the Premises or any self-contained portion of the Premises are maintained in full working order and that all such protections are used and put into operation at night and whenever the Premises are closed for business and at all other material times.

### **CC11 FLAT ROOFS**

Contrary to anything stated herein it is warranted that any flat felted roof portions of the Insured Premises be inspected at least every two years by a qualified builder or property surveyor and any defects found be remedied immediately.

### **CC12 FLAT ROOF EXCESS**

Except as may otherwise be stated herein the Insured shall be responsible for the first £500 (five hundred pounds) of each and every loss or damage to the buildings flat roof and not as otherwise stated.

### **CC13 UNOCCUPIED/PART UNOCCUPIED PREMISES**

It is understood that in the event of a portion of the Insured Premises above ground floor being unoccupied during the period 1st November until the 31st March each year then the Insured shall be responsible for the first £500 of each and every claim due to water damage.

### **CC14 WOK AND FRYING APPARATUS ATTENDANCE**

It is a Condition of this insurance that whenever a wok or other frying apparatus is being used for the heating of oil or during cooking that it be never left unattended by the operator unless it is removed from the heat or the gas heating is turned off

### **CC15 SUBSIDENCE**

The Insured Perils by Section 8 are extended to include subsidence ground heave or landslip of the site on which the Building stands excluding

- (a) damage to such Building or any part thereof whilst in course of erection or undergoing demolition structural alteration or structural repair
- (b) damage to fences walls and gates unless the Buildings are damaged at the same time
- (c) damage resulting from bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- (d) damage due to defective design or workmanship or the use of defective materials
- (e) the first £2,000 of any claim

It is further declared that you shall give us notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the Premises and will pay such additional premium as we may require

It is warranted by you that after making reasonable enquiry you have no knowledge of any actual or suspected subsidence ground heave or landslip affecting the Premises or the immediate vicinity thereof during the five years prior to the effective date of this Endorsement

### **CC16 THEFT COVER IN OUTBUILDINGS**

Contrary to anything contained in Exception 5 to Section 1 - Contents this insurance extends to cover theft from outbuildings subject to any limit endorsed hereon and providing Minimum Standards of Security are complied with

### **CC17 SHUTTER WARRANTY**

It is warranted that the premises are protected by steel or aluminium roller shutters, secured in the closed position by:

- (a) an intergral locking mechanism, or
- (b) a proprietary locking system fitted to guide or bottom rail, or
- (c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturer's instructions

whenever the premises are closed for business.

### **CC18 INCREASED FLOOD EXCESS**

Contrary to anything stated herein the Insured shall be responsible for the first £2,500 of each and every claim arising in respect of Loss or Damage caused by flooding

### **CC19 PRESSURE FRYERS**

It is warranted that:

All portable and freestanding pressure fryers that are capable of being serviced and maintained in use at the premises shall at least once during each period of insurance such that the period of time between the last service date and future services does not exceed 12 months be serviced and maintained in efficient working order in accordance with the manufacturers instructions.

The service checks to ensure that the thermostatic controls are operating effectively and that all weld-joints are secure.

A service record is maintained for inspection by the Company as required.

## Data Protection

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "**ELTO**") and added to an electronic database, (the "**Database**").

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

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