

Certificate of Insurance

Effected through

S K Underwriting Ltd.
Loxley House, New Road, Chatham, Kent ME4 4QA

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's (whose definitive numbers and the proportions underwritten by them, which will be supplied on application can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office) and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the **Insured** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the main Schedule by

.....

Customer complaints procedure

It is our intention to provide you with a high level of customer service at all times. If you should wish to make a complaint about our service, advice or administration, we have a formal complaints procedure. In the first instance you should contact us in writing or by telephone. Please address your complaint to the Managing Director.

When we are not able to resolve your complaint by the next business day after receipt of the complaint, we will send a written acknowledgement within 5 business days giving the name of the person handling the complaint.

Within 4 weeks of receiving a complaint we will send you either:

1. a final response; or
2. a holding response, which explains why we are not in a position to resolve the complaint and we will indicate when we will make further contact which will be no later than 8 weeks of receipt of the complaint.

Our final response will either:

1. accept your complaint in total or in part and we will give an explanation and/or redress where appropriate; or
2. reject your complaint and we will explain the reasons why.

Should you not be satisfied with our final response, you may refer your complaint to the Financial Ombudsman Service. Please note that only private customers, and commercial customers with a group annual turnover of less than £1million, can refer their complaints to the Financial Ombudsman Service.

SK Underwriting Ltd
Loxley House
New Road
Chatham
Kent
ME4 4QA
Tel 01634 811334

Financial Ombudsman Service
South Quay Plaza
83 Marsh Wall
London
E14 9SR
Tel 020 7964 1000
Fax 020 79641001

Fax 01634 811270

E-mail complaint.info@financial-ombudsman.org.uk

Compensation Scheme

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 2BN (and on their website www.fscs.org.uk).

CONTENTS

	<u>Page</u>
General Exclusions	1 - 2
General Claims Procedures & Conditions	3 - 4
General Conditions	5 - 8
Coverage	
(a) Property Damage	9 - 12
(b) Business Interruption	13 - 16
(c) Glass	17
(d) Money	18 – 19
(e) Goods In Transit	20
(f) Refrigerated Foods Extension	21
(g) All Risks	21
(h) Loss of Licence	22 – 23
(i) Rent	23
(j) Loss of Book Debts	24
Standard Warranties	25 – 28
Schedule	
Specific Warranties	Following Schedule

GENERAL EXCLUSIONS

Exclusions for the Whole Certificate

- 1 The Underwriters will not make any payment for the Excesses as shown in the Certificate Schedule
- 2 The Underwriters will not make any payment for any death, injury or disablement, damage or any loss or expense or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by the Government or any public authority
- 3 The Underwriters will not make any payment for Loss, Destruction or Damage directly occasioned by pressure waves caused by Aircraft and other aerial devices travelling at sonic or supersonic speeds
- 4 The Underwriters will not make any payment for Loss, Damage or Destruction attributable solely to the change in the Water Table Level
- 5 The Underwriters will not make any payment for Loss, Damage or Destruction caused by Pollution or Contamination

Terrorism Exclusion

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 Insured.

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

08/10/01
NMA2920

Northern Ireland Overriding Exclusion

This Certificate is extended to include the following Northern Ireland Overriding Exclusion Clause NMA1930 Northern Ireland Overriding Exclusion Applicable To Insurances Relating To Property In Northern Ireland Other Than Private Dwellings

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:

civil commotion

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 the Underwriters 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 the Insured.

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.

10/11/77
NMA1930

Microorganism Exclusion (MAP) (Absolute)

This Certificate does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the Certificate that provides insurance, in whole or in part, for these matters.

GENERAL CLAIMS PROCEDURES AND CONDITIONS

On the discovery of any event that may give rise to a claim under this Certificate, **it is a condition precedent to the liability of Underwriters** that:

- a) the **Insured** must:
- promptly notify Underwriters – i.e. within a maximum period of 10 days;
 - immediately inform the police if the loss or damage is caused or could be caused by thieves, malicious persons or by a malicious act;
 - take all reasonable measures to protect the insured property and property in the Insured's care, custody or control from further loss;
 - within 14 days of discovering the loss or damage, send Underwriters a written claim providing all the particulars and evidence regarding the cause and amount of the loss or damage;
 - forward to Underwriters immediately all letters claims writs or other documents. No admission of liability or promise of payment shall be made without Underwriters' written consent.
- b) Underwriters and/or their representative shall be entitled, but not obligated to:
- enter any building where the loss or damage has occurred
 - take samples for inspection, testing and analysis
 - take and keep possession of the property for investigation and salvage purposes and
 - deal with any salvage however we choose
 - settle with Third Parties (if applicable) on reasonable terms without your consent

provided that under no circumstances can the **Insured** abandon property

LOSS PAYMENT PROVISION AND CONDITIONS

Reinstatement (Normal Basis)

In the event of such **Property Insured** being lost destroyed or damaged, the basis upon which the amount payable under the relevant Items is to be calculated shall be the **Reinstatement** of the property lost destroyed or damaged, subject to the following **Special Provisions** and subject also to the terms and conditions of the Insurance and any applicable endorsements.

Reinstatement shall mean the carrying out of the aforementioned work, namely:

- where property is lost or destroyed, the rebuilding of the property, if a building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better nor more extensive than its condition when new
- where property is damaged, the repair of the damage and restoration of the damaged portion of the property to a condition substantially the same as but not better nor more extensive than its condition when new.

Special Provisions

- The work of **Reinstatement** (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of Underwriters not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable under this Section shall be made
- Where any **Property Insured** under the relevant **Reinstatement** provision is only partially lost, damaged or destroyed, the liability of Underwriters shall not exceed the sum representing the cost which Underwriters could have been called upon to pay for **Reinstatement** if such property had been wholly destroyed
- No payment beyond the amount which would have been payable under this Section if the relevant **Reinstatement** provision had not been incorporated herein shall be made until the cost of **Reinstatement** shall have been actually incurred
- Each item insured under the relevant **Reinstatement** provision is declared to be separately subject to the following Condition of Average, namely:
- If at the time of **Reinstatement** the sum representing 85% of the costs which would have been incurred in **Reinstatement** if the whole of the property covered by such item had been destroyed exceed the **Sum Insured** hereon at the time of any loss or at the commencement of any destruction of or damage to such property then the **Insured** shall be considered as being their own insurer for the difference between the **Sum Insured** and the sum representing the cost of **Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- No payment beyond the amount which would have been payable under this Section if the relevant **Reinstatement** provision had not been incorporated herein shall be made if at the time of any loss or destruction of or damage to any **Property Insured** hereunder such property shall be covered by an other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of **Reinstatement** as set forth herein
- Where by reason of the above Special Provisions no payment is to be made beyond that which would have been payable under this Section if the relevant **Reinstatement** provision had not been incorporated herein, the rights and liabilities of Underwriters and the **Insured** in respect of the destruction or damage shall be subject to the terms and conditions of the Insurance, including any condition of Average herein, as if the relevant **Reinstatement** provision had not been incorporated herein

Reinstatement (Day One Basis)

The **Insured** having stated in writing the **Declared Value** (shown in brackets below the **Sum Insured**) incorporated in each item to which this Clause applies the premium has been calculated accordingly.

Declared Value shall mean the Insured's assessment of the cost of **Reinstatement** of the **Property Insured** arrived at in accordance with paragraph (a) of the **Reinstatement** clause as the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- the additional cost of **Reinstatement** to comply with Public Authorities requirements
- Professional Fees
- Removal of Debris

Special Conditions

- At the inception of each **Period of Insurance** the **Insured** shall notify Underwriters of the Declared Value of the **Property Insured** by each of the said item(s). In the absence of such declaration the last amount declared by the **Insured** shall be taken at the Declared Value for the ensuing **Period of Insurance**
- If at the time of Damage the Declared Value of the Property covered by such item is less than the cost of **Reinstatement** at the inception of the **Period of Insurance** then Underwriters' liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of **Reinstatement**.
- The liability of the Insurer for the repair or restoration of Property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed.
- No payment beyond the amount which would have been payable in the absence of this Clause shall be made.
 - (a) unless **Reinstatement** commences and proceeds without unreasonable delay
 - (b) until the cost of **Reinstatement** shall have been actually incurred
 - (c) if the **Property Insured** at the time of its Damage shall be insured by any other Insurance effected by or on behalf of the **Insured** which is not upon the same basis of **Reinstatement**
- All other provisions of this Certificate shall apply
 - (a) in respect of any claim payable under the provisions of this Clause in so far as they are varied hereby
 - (b) where claims are payable as if this Clause has not been incorporated except that the **Sum(s) Insured** shall be limited to 100% of the Declared Value(s).

- **Accumulated Stocks**

In adjusting any loss, account shall be taken and an equitable allowance shall be made if any shortage in Turnover (or Gross Revenue) due to the Damage is postponed by reason of the Turnover (or Gross Revenue) being temporarily maintained from accumulated stocks of finished goods.

- **Alternative Trading**

If during the **Indemnity Period** goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover (or Gross Revenue) during the **Indemnity Period**

- **Automatic 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 Certificate unless the Underwriters agree on payment of an additional premium to reinstatement of the **Sum Insured**.

- **Average Clause**

Each section of this Insurance is subject to the Condition of Average unless specifically agreed otherwise. That is to say if the property insured shall at the time of any loss or the damage be of greater value than the **Sum Insured** the Insured shall only be entitled to recover hereunder such proportion of the said loss or damage as the **Sum Insured** bears to the total value of this said property. If two or more items with separate sums insured set against them are insured hereunder each item shall be separately subject to the **Average Clause**.

- **Cancellation**

This Certificate or any insurance included herein may be cancelled at any time by Underwriters giving 15 days notice of cancellation by recorded delivery letter to the last known address of the Insured and in such event the Insured shall be entitled to a pro rata proportion of the Premium. The **Insured** may cancel by giving 15 days written notice, effective from the time the notice is received. The **Insured** is not entitled to any refund of premium.

However if payment of the premium has been arranged through an instalment plan recognised by Underwriters, the following condition applies in addition to the above paragraph:

It is noted that the **Insured** has entered into an agreement with a premium finance company to borrow a sum equal to the premium, the proceeds of such loan being used to pay Underwriters the amount due.

It is agreed that in the event of:

- (a) Non payment to the premium finance company under the terms of the agreement with that company, Underwriters reserve the right to cancel this Insurance from the date of such default
- (b) Underwriters allowing a refund of premium arising from cancellation of this Insurance or for any other reason Underwriters reserve the right to pay any such refund to the premium finance company.

- **Changes**

This certificate (and endorsements) contains all the agreements and obligations between the **Insured** and Underwriters. Only the first named **Insured** on the Schedule is entitled to request or agree any changes in the terms of this certificate, subject always to Underwriters' written agreement to them. However, the first named **Insured** is responsible for the actions of other **Insured's** or interested parties who may affect the first named **Insured's** rights under this certificate.

- **Contract Price**

In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of any loss or damage, the liability of Underwriters shall be based on the contract price. For the purposes of the Average Condition the value of all goods to which the relevant **Reinstatement** provision is applicable, shall in the event of loss or damage be ascertained on the same basis.

- **Death of the Insured**

In the event of the death of the **Insured**, Underwriters will indemnify the **Insured's** personal representatives in the terms of and subject to the limitations of this Insurance, provided that such personal representatives shall observe fulfil and be subject to the terms exclusions and conditions of this Insurance as though they were the **Insured**.

- **Departmental Clause**

If the Business is conducted in departments the independent trading results of which are ascertainable, the provisions of clause (a) and (b) of the item on Gross Profit (or Gross Revenue or Rent Receivable as applicable) shall apply separately to each department affected by the Damage.

- **Explosion**

Damage by explosion (as defined by Section A) is extended to include Damage

(i) caused by explosion of a boiler, economiser or other vessel machine or apparatus in which internal pressure is due to steam only

(ii) of vessels, machinery or apparatus or their contents resulting from their explosion

(iii) caused by collapse of boilers or pressure plant which shall mean sudden and dangerous distortion of any part of the plant caused by crushing stress, by force of steam or other fluid pressure.

But excluding destruction or damage arising out of and during hydraulic tests involving abnormal stress or intentional overloading

- **First Loss Average**

In the event of loss destruction of or damage to **Property Insured** by item(s) ## of the Schedule caused by any of the **Insured Events**, Underwriters limit of liability in any one **Period of Insurance** shall be limited to the amount stated and any such property shall be subject to the following Underinsurance (Average) Clause.

If the **Reinstatement** value shown in the Schedule is less than the actual value of the property covered at the time of loss or damage, then the amount payable by Underwriters in respect of such loss or damage shall be proportionally reduced.

- **Fraudulent Claims**

If the **Insured** shall make any statement, claim or representation knowing it to be false or fraudulent, or likely to be so, as regards to amount or otherwise, this Insurance shall become void and all claims forfeited.

- **Identification**

This Insurance incorporates the Schedules, the Specifications, and the Endorsements which shall all be read together as one contract. Words and expressions to which specific meanings are given in any part of the Insurance shall bear those meanings wherever they may appear, unless otherwise stated.

- **Mortgages**

The interest of the mortgagee in this Insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any portion of the aforementioned **Premises** whether constituting an increase in the risk or not, provided that the mortgagee immediately on becoming aware thereof shall inform Underwriters of such alteration and pay such additional premium as Underwriters may require. Notwithstanding the aforesaid the interest of the mortgagee shall be subject to the terms and conditions of the Certificate.

v

- **Non Contribution Clause**

There shall be no liability under this Insurance in respect of any claim where the **Insured** is entitled to indemnity under any other Insurance except in respect of any excess beyond the amount which would have been covered under such other Insurance had this Insurance not been effected.

- **Non Disclosure**

This Insurance shall be voidable at Underwriters' option in the event of misrepresentation, misdescription or non-disclosure whether committed innocently or by design.

- **Non Invalidation**

This Insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the aforementioned **Premises** not occupied by the **Insured** whether constituting an increase in risk or not, provided that the **Insured** immediately they become aware thereof shall inform Underwriters of such alteration and pay such reasonable additional premium as Underwriters may require.

- **Other Interested Parties**

If any tenants and sub-tenants of the within described Buildings their assignees and/or mortgagees are interested in the Insurance by this Section the name or names of the tenants, sub-tenants, assignees and/or mortgagees to be disclosed to Underwriters in the event of any claim arising under this Section

- **Premium Adjustment**

If any part of the premium is calculated on estimates provided by the **Insured**, the **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow Underwriters to inspect such records. The **Insured** shall within one month of expiry of the **Period of Insurance** provide Underwriters such particulars and information as Underwriters may require. The premium for such period shall be calculated and adjusted accordingly and the difference paid or allowed to the **Insured** as the case may be and subject to the minimum premium stipulated.

- **Professional Accounts**

Any particulars in the **Insured's** accounts or other information or evidence which may be required by Underwriters under the Conditions of this Insurance for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the **Insured** and their report shall be prima facie evidence of the information to which it relates.

Underwriters will pay reasonable charges payable by the **Insured** for producing such information

- **Property Away from the Premises**

Business Interruption as **Insured** by Section B is extended to include loss resulting from interruption of or interference with the Business resulting from Damage to the Insured's property whilst at any **Premises** not occupied by the **Insured** and whilst in transit in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but excluding Impact Damage to motor vehicles. The limit of liability by this Extension shall not exceed 5% of the Gross Profit (or Gross Revenue as applicable) **Sum Insured** or £100,000 whichever is the lesser.

- **Protections**

The **Insured** undertakes that all protections under the **Insured's** control and existing at the time of inception of this Insurance and/or as may be required by Underwriters shall be kept in force and maintained throughout the currency of this Insurance and not varied or removed without written consent of Underwriters, and such protections be in full use out of business hours or whenever the **Insured's** portion of the **Premises** is left unattended.

- **Public Authority Upgrade**

The Insurance by each Item in the Schedule in respect of Buildings and Machinery includes the additional cost of reinstating any loss or destruction of or damage to **Property Insured** under this Insurance incurred solely by reason of the necessity to comply with the building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any Municipal or Local Authority, subject to the provisions set out below and excluding

- the cost incurred by complying with any such regulations or bye-laws
 - (i) under which notice has been served upon the **Insured** prior to the happening of the loss or damage
 - (ii) in respect of undamaged property or undamaged portions other than foundations (unless foundations are specifically excluded from this insurance) of that portion destroyed or damaged
- the additional costs that would have been required to make good the property damaged or destroyed to a condition equal to the condition when new had the necessity to comply with any such regulations bye-laws not arisen
- the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of such regulations or bye-laws.

Provisions

- The work of **Reinstatement** must be commenced and carried out with reasonable despatch and may be carried out upon another site (if such regulations or bye-laws so necessitate) subject to the liability of Underwriters not being increased as a result
- If the liability of Underwriters under any item of the Insurance apart from this Extension is reduced by the application of any of the terms and conditions of the insurance then the liability of Underwriters under the relevant **Reinstatement** provision in respect of the item shall be reduced in like proportion

- **Reasonable Precautions**

The **Insured** shall

- (a) maintain the **Premises** in a good state of repair and
- (b) take all reasonable precautions to prevent or minimise any loss, destruction, damage or injury to his own property or the well-being of property of others.

- **Rent**

The Insurance on rent applies if the building or any part thereof is unfit for occupation in consequence of:

- (a) its destruction or damage, or
- (b) destruction or damage elsewhere on or about the **Premises**

and then the amount payable shall not exceed such proportion of the **Sum Insured** on Rent as the period necessary for **Reinstatement** bears to the term of rent insured.

- **Repairs**

Workmen and/or other tradesmen may be employed to effect maintenance repairs in and about the **Premises** without prejudice to this Insurance.

- **Several Liability Notice (LSW1001)**

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

- **Subrogation**

Any claimant under this Insurance, at the request and at the expense of Underwriters, shall fully co-operate at all times as may be required by Underwriters for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which Underwriters shall or would become entitled or subrogated upon their paying for or making good any loss, destruction, damage or liability under this Insurance.

- **Subrogation Waiver**

In the event of a claim arising under this Insurance, Underwriters agree to waive any rights, remedies or relief, to which they might become entitled by subrogation against any subsidiary or holding company of the Insured, or any company which is a subsidiary company of a holding company of the **Insured** (in each case within the meaning of the Companies Act 1985)

- **Temporary Removal (Documents) Clause**

It is understood and agreed that insofar as the insurance under Section A applies wholly or partly to deeds, manuscripts, plans and writings, books (printed and written) and other documents (including stamps thereon) this insurance extends to cover such items whilst temporarily removed from the Premises within the United Kingdom and the Channel Islands and the Republic of Eire provided that the Underwriters liability shall not exceed 10 per cent of the **Sum Insured** on such items.

The **Underwriters** will not be liable for any loss or damage cause by theft or any attempt thereat to any item whilst in transit Subject otherwise to the terms conditions and limitation of this insurance

- **Tenants Improvements**

The Insurance by each Item covering contents other than those applying to Stock and Materials in Trade include tenants alterations and improvements to landlords property for which the **Insured** is responsible.

- **Territorial Limits**

Territorial Limits shall mean Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands, unless otherwise stated for a particular coverage. **(See Liability Sections)**

- **Transfer of Interest**

If at the time of loss or destruction of or damage to any **Insured** building the **Insured** shall have contracted to sell his interest in such building and the sale shall not have been completed until after the loss destruction of or damage has occurred the purchaser on completion if and so far as the property is not otherwise **Insured** by or on behalf of the purchaser against such loss destruction or damage shall be entitled to the benefit of this Section so far as it relates to such loss or damage without prejudice to the rights and liabilities of the **Insured** or Underwriters under this Insurance up to the date of completion.

- **Value Added Tax**

To the extent that the **insured** is accountable to the tax authorities for Value Added Tax, all terms in this Insurance shall be exclusive of such tax.

SECTION A - PROPERTY DAMAGE

To the extent and manner provided herein, Underwriters agree to indemnify the **Insured** against loss or destruction of or damage to the **Property Insured** (or any part thereof) by an **Insured Event** occurring during the **Period of Insurance** at the **Premises** or operations as described in the Schedule.

DEFINITIONS

Insured Event shall mean direct physical loss, destruction or damage to property as specified

Premises shall mean the real property as specifically described in the **Schedule for Property Damage Coverage**

Property Insured shall mean real and personal property as specifically described in the **Schedule for Property Damage Coverage**

Explanatory Notes to **Property Insured**

Buildings shall be considered to be **Standard** Construction if the basic construction is comprised of brick, slate, stone and tile. Any other construction shall be deemed as **Non-Standard**

Extensions by Definition of Buildings and Contents

Unless more specifically insured, the following are included in the Insurance applying to the Buildings or the contents of Buildings to which such property is attached or belongs as insured by the respective Items of the **Schedule for Property Damage Coverage**:

- hoists, gangways, docks, fences, walls, gates, staircases and water tanks over or forming roofs of buildings and external fire escapes
- external and underground water, drainage, sewerage, gas, electricity or telephone pipes, meters or cables extending from the **Premises** to the public main and trunks, conveyors, shafting, belting, ropes and similar equipment including all supporting structures at the **Premises** or adjoining yards and roadways, all the property of the **Insured** or for which they are responsible
- small outbuildings and their contents, conveniences, yards, car parks, service roads, loading bays, street furniture (the responsibility of the **Insured**), the buildings and contents of the extensions to and communicating with any of the herein described buildings, oil and fuel tanks and ancillary equipment and the contents thereof
- property in the open yards and spaces, adjoining and used in connection with the **Premises**.

• **Theft Damage to Buildings**

Loss or destruction of or damage to any buildings forming part of the **Premises** occupied by the Insured during the course of burglary or any attempted burglary.

• **Debris Removal Costs**

Expenses incurred with the consent of Underwriters in respect of:-

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) the cleaning of drains and sewers of the portion or portions of the **Property Insured** destroyed or damaged by an **Insured Event**

Underwriters will not pay for any expenses:

- (a) incurred in removing debris except from the site or such property destroyed or damaged and the area immediately adjacent to such site
- (b) arising from pollution or contamination of **Premises**

• **Designation of Property Clause**

For the purpose of determining where necessary the definition under which property is insured it is agreed to accept the designation which such property has been entered in the Insured's books.

• **Internal Glass & Sanitary Fittings**

Accidental breakage of fixed internal glass, mirrors and sanitary fittings excluding:

- (a) breakage of such property not in sound condition
- (b) loss or damage whilst the **Premises** are unoccupied
- (c) the first £100 of each and every loss

• **Keys and Locks**

All costs reasonably incurred in the repair or replacement of mechanical door locks following loss or theft of keys up to £500 any one **Insured Event**

- **Professional Fees**

Coverage in respect of the **Schedule for Property Damage Coverage** Items 1 & 2 (and other Items of a similar nature) includes architects', surveyors', consulting engineers', legal and other professional fees necessarily and reasonably incurred with Underwriter's consent in the **Reinstatement** of the **Property Insured** after its loss, destruction or damage, but not for preparing a claim hereunder.

- **Contents away from the Premises**

Property other than Stock up to a limit of 10% of the **Sum Insured** under Item 2 (or relevant item) whilst temporarily removed from the **Premises** but remaining within the Territorial Limits

- **Accidental Damage to Supply Pipes**

The cost of repairing accidental damage to fuel oil pipes or underground water supply, sewerage or gas pipes, electricity or telephone cables or other pipes and trunking extending from the **Premises** to the public mains provided that the buildings of the **Premises** are also insured by this Section

- **Capital Additions**

Newly acquired Buildings and Machinery insofar as they are not otherwise insured and alterations and additions and improvements to the property but not in respect of any appreciation in value during the **Period of Insurance** at the Premises provided that:

- (a) at any one situation this cover shall not exceed 10% of the total **Sum Insured** at such property or £500,000 whichever is the less
- (b) the **Insured** undertake to give particulars of such property each 6 months and to effect specific Insurance thereon retrospective to the date of commencement of Underwriters' liability

- **Accidental Breakage of Aerials**

Accidental breakage or collapse of radio and television aerials and their masts.

- **Loss of Fuel - Spontaneous Heating**

Where fuel is insured by this Section, destruction or damage caused by its own spontaneous heating or combustion is covered notwithstanding anything contained herein to the contrary.

- **All Other Contents**

All other Contents means, insofar as such property is not more specifically insured:

- (a) money and stamps for an amount not exceeding £500 and National Insurance stamps.
- (b) documents, manuscripts, business books, patterns, models, moulds, plans and designs and computer systems records but only for the value of materials and cost of labour and/or computer time expended in reproducing them and excluding
 - (i) any expenses in connection with recompilation/retrieval of the information contained in them
 - (ii) the value to the Insured of the information contained in them
- (c) directors', customers', visitors' and employees personal effects and tools for an amount not exceeding £750 any one person.

- **Machinery/Plant**

Property insured may include Machinery and Plant used in connection with the business within the designated premises. Said Machinery and Plant may not include computers unless specifically agreed by Underwriters. Computers must be shown as a separate item within the Schedule.

- **Stock**

Property insured may include stock held by the Insured within the designated premises. Said stock may include Goods In Trust for which the Insured is legally liable if specifically agreed by Underwriters. Such Goods In Trust must be shown as a separate item within the Schedule.

Excluded Property (unless indicated by endorsement)

- Vehicles licensed for road use (including accessories), caravans, trailers, watercraft or aircraft other than fork lift trucks and other mechanically propelled plant
- Live animals
- Crops, outdoor trees, plants, shrubs, and lawns, roads and pavements and the like
- Money, jewellery, precious stones, precious metals, bullion, furs, articles trimmed with fur, antiques and works of art
- That part of the **Property Insured** which is actually being worked upon directly resulting in loss or damage including testing, repairing, adjusting or servicing, but not excluding loss of or damage to other property resulting therefrom.
- Property of others which is not specifically insured.

Excess

The insurance excludes the first **£250** of each and every claim

SECTION A - INSURED EVENTS: NAMED PERILS

- 1 Fire excluding those caused by earthquake or subterranean fire
- 2 Lightning
- 3 Aircraft or other aerial device crashes or articles falling from them
- 4 Explosion
 - of boilers for domestic purposes only
 - in a building not being part of any gas works
 - of gas used for domestic purposes or for lighting or heating the building

excluding destruction or damage

 - caused by earthquake or subterranean fire
 - caused by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus on which internal pressure is due to steam only and belonging to and under the control of the Insured.
 - to vessels, machinery or apparatus or their contents resulting from their explosion
- 5 Riot, civil commotion, strikes, locked out workers, persons taking part in labour disturbances or persons acting in connection with any political organisation **excluding** destruction or damage caused by
 - confiscation, destruction or requisition by order of government or any public authority
 - stoppage of work
- 6 Malicious persons **excluding** destruction or damage to exterior glass or caused by stoppage of work or theft
- 7 Earthquake, shock and subterranean fire
- 8 Storm and Flood **excluding**
 - (a) destruction or damage caused by frost subsidence or landslip
 - (b) destruction or damage caused by bursting or overflowing of water tanks, apparatus or pipes
 - (c) destruction of or damage to fences, gates and movable property in the open or in transit
- 9 Bursting overflowing or leakage of water tanks, apparatus or pipes, or the escape of oil from any fixed domestic heating installation, **excluding**
 - (a) destruction of or damage whilst the **Premises** are empty or disused
 - (b) destruction or damage caused by discharge or leakage from any automatic sprinkler installation in the **Premises**
- 10 Impact by mechanically propelled vehicles or rail rolling stock (or articles, or goods falling from them) or animals whether or not in the custody or control of the Insured or his employees.
- 11 Accidental Damage
It is understood and agreed that the Certificate covers Direct Physical loss and/or Damage by accidental causes
excluding
 - a) damage by any of
 - i) specified perils
 - ii) the exclusion(s) from the specified perils
 - b) damage to any property caused by
 - i) its own faulty or defective design or materials
 - ii) inherent vice, latent defect, gradual deterioration, wear and tear
 - iii) faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of his/her employees
 - c) damage caused by
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects and staining
 - ii) change in temperature, colour, flavour, texture or finish
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels, or any range of steam and food piping in connection therewith

- iv) mechanical or electrical breakdown or derangement
- (v) the deliberate act of supplying, undertaking in, withholding the supply of water, gas, electricity, fuel or communication services
- d) damage caused by
 - i) pollution or contamination
 - ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - iii) sprinkler leakage
- e) damage to
 - i) a building or structure caused by its own collapse or cracking
 - ii) moving property in the open, fences and gates by wind, rain, hail, sleet, snow flood or dust
 - iii) property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
 - iv) property in transit unless specified in the schedule
 - v) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - vi) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

12 **Theft or Attempted Theft**

Excluding loss or damage caused by theft or attempted theft

- a) i) unless following entry to or exit from the premises by forcible and violent means
- ii) unless following assault violence or threat thereof to the **Insured** the **Insured's** employees or people to whom the **Insured's** property is entrusted
- b) of the property by or in collusion with any of the **Insured's** employees or inmates of the **Insured's** premises
- c) of property (including buildings) in any yard or open space
- d) resulting in fire or explosion
- e) to glass which is more specifically insured
- f) to computer systems and/or data processing equipment and/or any peripheral equipment connected thereto or used therewith

SECTION B - BUSINESS INTERRUPTION (GROSS PROFIT BASIS)

In the event of the Business of the **Insured** carried on at the **Premises** being interrupted or interfered with during the **Period of Insurance** because of any of the Insured Events 1-11 in **Section A** of this Certificate (loss destruction or damage so caused being hereinafter termed Damage) to any building or other property or any part thereof used by the **Insured** in the course of the Business as described in the Schedule.

Underwriters will indemnify the **Insured** in respect of each item in the Schedule for the amount of loss resulting from such interruption or interference in accordance with the provisions contained herein.

Provided that

- 1 when the Damage occurs Section A of this Certificate shall be in force covering the interest of the **Insured** in the property at the **Premises** against such Damage under which
 - a) payment shall have been made or liability admitted
or
 - b) payment would have been made or liability would have been admitted but for the operation of any excess, franchise or deductible.
- 2 the liability of Underwriters shall in no case exceed in respect of any item the **Sum Insured** or in the whole the Total **Sum Insured** or any other stated limit of liability.

- **Average Clause**

If during the **Indemnity Period** following Damage the **Sum Insured** in respect of Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionally increased multiple where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

SECTION B - SETTLEMENT PROVISIONS (GROSS PROFIT BASIS)

- **Gross Profit Basis**

This Insurance is limited to loss of Gross Profit due to

- (a) a reduction in Turnover
The amount payable as indemnity thereunder shall be:
in respect of reduction in Turnover the sum produced by applying the Rate of Gross profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage fall short of the Standard Turnover
- (b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction thereby avoided.

Less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the Business payable out of Gross Profit as may be reduced in consequence of the Damage.

- **Additional Increased Cost of Working**

The Insurance under this item is limited to such further additional expenditure beyond that recoverable under Section (b) item 1 on Gross Profit as the **Insured** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover.

Definitions

For the purpose of this insurance the following definitions apply:-

Turnover:

The money paid or payable to the **Insured** for goods sold and delivered and for services rendered to customers in the course of the Business at the **Premises**.

Gross Profit:

The amount by which:-

- (a) the sum of the amount of the Turnover (less any discounts allowed) and the amount of the closing stock and work in progress shall exceed
- (b) the sum of the amounts of the opening stock and work in progress and purchases (less discounts received).

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the **Insured's** normal accountancy methods, due provision being made for depreciation.

Indemnity Period:

The period beginning when the Damage occurs and ending when the results of the Business cease to be affected in consequence of the Damage but not exceeding the **Maximum Indemnity Period** stated in the Schedule

Rate of Gross Profit:

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

Annual Turnover:

Turnover during the twelve months immediately before the date of the Damage

Standard Turnover:

The Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

) to which such adjustments shall be
) made as may be necessary to provide for
) the trend of the
) Business either before or after the
) Damage or which would have
) affected the Business had Damage
) not occurred so that the figures
) thus adjusted shall represent as
) nearly as may be reasonably
) practicable the results which but
) for the Damage would have been
) obtained during the period after the Damage
)

Note: To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, all terms in this Insurance shall be exclusive of such tax.

SECTION B - PROVISIONAL PREMIUM BASIS ENDORSEMENT

The first and annual premiums are provisional, being 75% of the premiums payable at commencement of the **Period of Insurance** and the balance of 25% within 6 months of expiry of that period, except that in respect of any item on Gross Profit the premium shall be adjusted on receipt by Underwriters of a declaration of Gross Profit earned during the financial year most nearly concurrent with the year of insurance as reported by the **Insured's** auditors.

If the declaration (proportionally increased where the **Maximum Indemnity Period** exceeds 12 months)

- (a) is less than 75% of the **Sum Insured** on Gross Profit for the relative period,
Underwriters will allow a pro rata return of premium not exceeding 33 1/3% of the provisional premium paid
- (b) is greater than 75% of the **Sum Insured** on Gross Profit for the relative period
the **Insured** shall pay a pro rata additional premium not exceeding 33 1/3% of the provisional premium paid.

In the event that no declaration is received within 6 months of the expiry of the **Period of Insurance** the **Sum Insured** shall presumed to have been declared.

If any Damage has occurred giving rise to a claim for a loss of Gross Profit Underwriters will increase the declaration for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage.

SECTION B - DECLARATION LINKED BASIS ENDORSEMENT

The Average Clause in Section B is cancelled and the following is added.

Renewal

Prior to each renewal the **Insured** shall provide Underwriters with an estimate of the amount representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance, referred to in this Insurance as the Estimated Gross Profit. If the **Maximum Indemnity Period** exceeds 12 months, Underwriters will increase the declared amount proportionately to arrive at the Estimated Gross Profit.

Limit of Liability

Underwriters liability in respect of Gross Profit shall not exceed 133 1/3% of the Estimated Gross Profit and in respect of other items insured no more than 100% of the **Sum Insured**.

Premium Adjustment

The first premium and renewal premiums are provisional and are based on the Estimated Gross Profit. Not later than 6 months after the expiry of the **Period of Insurance** the **Insured** shall provide Underwriters with a declaration, confirmed by the Insured's auditors of the Gross Profit earned during the financial year most nearly concurrent with that **Period of Insurance**.

If the declared amount is less than the Estimated Gross Profit stated in the Schedule for that **Period of Insurance** Underwriters will allow a pro rata return of premium not exceeding 33 1/3% of the premium paid.

If the declared amount is greater than the Estimated Gross Profit stated in the Schedule for that **Period of Insurance** the **Insured** shall pay a pro rata additional premium.

If any Damage has occurred giving rise to a claim for loss of Gross Profit Underwriters will increase the declaration, for the purpose of premium adjustment, by the amount by which the Gross Profit was reduced during the **Period of Insurance** in consequence of the Damage.

Definitions

Estimated Gross Profit

The amount declared by the **Insured** to Underwriters as representing not less than the gross profit by which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Prevention of Access - Non Damage Cover

Section B (Business Interruption) of the Certificate is extended to include loss arising during the **Period of Insurance** from interruption of or interference with the business in consequence of access to the Premises being restricted or hindered for a period of more than 12 hours arising directly from:-

- (a) the actions taken by the Police or any other statutory body in response to a danger or disturbance at the Premises or in the vicinity of the Premises
- (b) the unlawful occupation of the Premises by third parties
- (c) the act of murder and/or suicide

excluding access to the Premises being restricted or hindered in consequence of:-

- (i) physical damage to property at the Premises or elsewhere
- (ii) strikes, picketing, labour disturbances or trade disputes
- (iii) the condition of or the business carried on within the premises or any other premises owned or occupied by the Insured
- (iv) notifiable diseases
- (v) actions on which the Insured has been given prior notice

For the purpose of the extension the Maximum Indemnity Period is 30 days and not as stated in the Schedule

Accidental Failure of Public Supply

Section B (Business Interruption) of the Certificate is extended to include loss during the **Period of Insurance** resulting from interruption of or interference with the business in consequence of damage arising from:-

Accidental failure of the public supply of

- (i) electricity
- (ii) gas
- (iii) water
- (iv) public telephone communication system

at the terminal ends of the Public Supply undertaking service feeders at the Premises not occasioned by the deliberate act of any supply authority or by the exercise of any such authority of its power to withhold or restrict supply excluding any failure which does not involve a total cessation of supply for at least 30 consecutive minutes in respect of electricity, gas and water and 12 hours in respect of public telephone communication systems.

For the purposes of the extension the Maximum Indemnity Period is 30 days and not as stated in the Schedule.

SECTION B - SUPPLIERS, CUSTOMERS AND STORAGE SITES EXTENSION

Subject to the conditions of the Insurance as provided by Section B, loss resulting from interruption or interference with the Business in consequence of Damage at the situations specified in the Schedule or to property as specified in the Schedule shall be deemed to be loss resulting from Damage to property used by the **Insured** at the **Premises** provided that after the application of all other terms and conditions of this Insurance the liability under this extension in respect of any one occurrence shall not exceed:

- 10% of the **Sum Insured** by Item 1 as shown in the Schedule (or increased limit if Declaration Linked Basis applies) unless specifically agreed otherwise by Underwriters.

SECTION B - BUSINESS INTERRUPTION (INCREASED COST OF WORKING BASIS)

In the event of the Business of the **Insured** carried on at the **Premises** being interrupted or interfered with during the **Period of Insurance** in consequence of an **Insured Event** as detailed in the Schedule as defined in Section A of this Insurance (loss destruction or damage so caused hereinafter termed Damage) to any building or other property or any part thereof used by the **Insured** in course of the Business as described in the Schedule

Underwriters will indemnify the **Insured** in respect of the item in the Schedule for the amount of the loss resulting from such interruption or interference in accordance with the provisions contained herein

provided that

- 1 when the damage occurs there shall be an insurance in force covering the interest of the **Insured** in the property at the **Premises** against Damage under which
 - (a) payment shall be made or liability admitted
 - or
 - (b) payment would have been made or liability admitted but for the operation of any excess, franchise or deductible
- 2 the liability of Underwriters shall in no case exceed in respect of any item the **Sum Insured** or any other stated limit of liability

SECTION B - SETTLEMENT PROVISIONS (INCREASED COST OF WORKING)

The Insurance by this Section is limited to Increased Cost of Working and the amount payable as indemnity hereunder shall be

- the additional expenditure necessarily and reasonably incurred (including cost of moving to and from and the additional rent of temporary **Premises**), any compensation or premium necessary to obtain use of the same, additional rates and taxes thereon and expense incurred in installing and/or hiring such furniture, fixtures and fittings and machinery as may be required to render such said **Premises** suitable for occupation by the **Insured** for the Business;
- additional cost in respect of
 - lighting, heating and water;
 - telephone, stationery, advertising, printing and travelling expenses;
 - additional staff and overtime and allowances for meals to existing staff; and
- additional costs of obtaining, owing to the Damage, the necessary information for the replacement of all documents, plans, drawings, specifications, valuations, card indices and books of account)

in order to minimise interruption of or interference with the Business during the **Indemnity Period**.

Definition

- **Indemnity Period**

The period beginning when the Damage occurs and ending when the results of the Business cease to be affected in consequence of the Damage, but not exceeding the **Maximum Indemnity Period** stated in the Schedule.

SECTION C - COVERAGE EXTENSION - EXTERNAL GLASS

For an additional premium, this Certificate may be extended to include loss destruction or damage arising from accidental:

- breakage of fixed external glass (the property of the **Insured** or for which the **Insured** is responsible) at the **Premises** and the reasonable costs of any boarding up
- damage to window frames, framework, fittings and displays resulting from such breakage
- damage to fixed signs at the **Premises**

happening during the **Period of Insurance** and not exceeding the **Sum Insured**

Exclusions

Underwriters shall not be liable for:-

- damage to glass other than glass of plain and ordinary glazing quality unless specifically mentioned in the Schedule
- disfiguration or damage other than fracture extending through the entire thickness of the glass
- breakage of glass during its removal or during work on or alteration to it or its framework beading or other fittings
- damage to neon tubes unless the glass is fractured
- 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
- loss destruction or damage resulting from worn or defective fastenings to neon signs

SECTION D - MONEY

For an additional premium, Section A is extended to include loss of Money occurring during the **Period of Insurance** the property of the **Insured** or for which the **Insured** is responsible in the course of the Business but only up to the Limit Any One Loss set against each item in the Schedule

Extensions

The Insurance by this Extension also includes:-

- a) loss of or damage caused by thieves to any case, bag, waistcoat or belt used for the carriage of money following theft
- b) damage to clothing and personal effects belonging to the **Insured** or any employee following robbery or any attempt thereat. Limit £500 any one person.
- c) damage to safe(s) caused by thieves following theft or any attempt thereat

Exclusions

The Insurance by this Extension excludes:-

- (a) shortages due to clerical or accounting errors
- (b) loss due to fraud or dishonesty of any employee
- (c) Theft of money (1) unless following entry to or exit from the premises by forcible, violent means (2) unless following assault violence or thereof to the **Insured**, the **Insured's** employees, or people to whom the **Insured's** money is entrusted.
- (d) loss or damage elsewhere than in the Territorial Limits
- (e) loss of money from:-
 - (i) gaming machines - unless specified
 - (ii) unattended vehicles

• Definition of Business Hours

The **Insured's** usual working hours (including overtime) during which the **Insured** or employees entrusted with the **Insured's** money are on the **Premises** for the purpose of the Business.

• Warranted

It is warranted that

- (a) a complete record shall be kept of money in transit and on the **Premises**
- (b) such record shall be deposited in a secure place other than in the safe(s) containing the money
- (c) outside Business Hours the safe(s) shall be kept securely locked and the keys of the safe(s) shall not be left on the **Premises** unless the **Premises** are occupied by the **Insured** or an authorised employee in which case the keys shall be deposited in a secure place not in the vicinity of the safe(s).

Failure to comply with this warranty will render insurance under this Section D null and void.

Carryings Warranty

It is warranted that money in transit (as Insured by item 2) shall be accompanied by at least the undernoted number of able bodied adults during transit and until disbursement or deposited in a bank night safe:-

- | | |
|--------------------------------|-----------------------------------------------------------------|
| (a) up to £2,500 | one able bodied adult person |
| (b) between £2,501 and £5,000 | two able bodied adult persons |
| (c) between £5,001 and £10,000 | three able bodied adult persons |
| (d) over £10,000 | by an approved security company or to be agreed by Underwriters |

• Definitions

The word money as used in this insurance means:

Cash and Cheques	Bank & Currency Notes	Bankers Draft	Travellers Cheques
Money Orders	Postal Orders	Trading Stamps	Bills of Exchange
Holiday with Pay Stamps	VAT Purchase Invoices	Embossed Stamps	Giro Drafts
Securities for Money	Premium Bonds	Gift Tokens	Travel Tickets
Current Postage Stamps	National Savings Stamps	Phone Cards	Girocheques (other than blank or partly completed cheques and giro cheques)
Luncheon Vouchers	National Saving Certificates	Redemption Vouchers	
Unexpired Franking Machine Units	Credit Card Sales Vouchers	Scratch Cards (only the cost price to the retailer is covered)	

The property of the **Insured** for which the **Insured** is responsible.

Failure to comply with this warranty will render insurance under this Section D null and void.

- **Keys**

It is a condition precedent to the liability of the Underwriters that all keys and duplicate keys of safes, strong rooms and rms are removed from the premises specified in the Schedule at all times when such premises are closed or left unattended.

SECTION D - COVERAGE EXTENSION - ASSAULT (HOLD UP)

Section D is extended to provide the stated Benefit following accidental bodily injury (occurring during the **Period of Insurance**) suffered by an **Insured Person**, which shall solely and independently of any other cause result within 12 calendar months from the date of the assault death or disablement of an **Insured Person** and such accidental bodily injury shall have been sustained solely and directly as a result of robbery or hold-up or any attempt thereof whilst such **Insured Person** is engaged in the Business of the **Insured**. Underwriters will subject to the Definitions, Conditions and Exclusions pay the appropriate Benefit to the **Insured** or their legal representative.

Definitions

- (a) **Insured Person** shall mean the **Insured** or any director, partner or employee of the Insured
- (b) **Loss of Limb** shall mean the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- (c) **Loss of Eye** shall be the total and irrecoverable loss of, or loss or use of an eye.
- (d) **Permanent Total Disablement** shall mean, disablement which entirely prevents an **Insured** person from carrying out their usual occupation or profession. Such disablement is to last for 12 calendar months and at the end of that period must be deemed by Underwriters to be beyond hope of improvement.
- (e) **Temporary Total Disablement** shall mean disablement which entirely prevents an **Insured** person from carrying out their duties of their usual business occupation.

Exclusions

- (a) Underwriters shall not be liable in respect of accidental bodily injury or death or disablement consequent upon or contributed to by the **Insured Person(s)** having any physical or mental defect or infirmity which was known to the **Insured** or the **Insured Person** at the inception of this insurance or prior to the last renewal thereof and which had not been declared to and accepted in writing by the Underwriters.
- (b) Underwriters shall not be liable for any claims arising out of accidental bodily injury or death or disablement sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of seventy years.
- (c) Underwriters shall not be liable for any claims arising out of an **Insured Person** deliberately exposing themselves to exceptional danger, other than in an attempt to save human life.
- (d) bodily injury occurring outside the Territorial Limits

Conditions

- 1
 - (a) Benefits shall not be payable in respect of any one **Insured Person** under more than one of the Benefits 1 to 3 in connection with the same accident
 - (b) On the happening of any accident giving rise to a claim under Benefits 1 to 3 this extension shall thereafter cease to apply to the **Insured Person**
 - (c) Any benefit sums paid under Benefit 4 shall be deducted from any benefits subsequently becoming payable under Benefits 1 to 3
 - (d) The rate of weekly benefit shall not exceed the rate of the **Insured Person's** pre-accident weekly earnings.
 - (e) No sum payable under this extension shall carry interest
 - (f) No benefit shall be payable solely due to inability to take part in sports or pastimes.
- 2 All certificates, information and evidence required by Underwriters shall be furnished free of expense to and in the form prescribed by Underwriters. The **Insured Person** shall as often as required submit to medical examination on behalf of and at the expense of Underwriters in connection with any claim.
- 3 The **Insured** or the **Insured's** personal representatives' receipt of payment of the claim shall discharge Underwriters. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue Underwriters. If the **Insured** comprises more than one party having interest in the **Insured Person** the Benefit shall represent the total amount in respect of that **Insured Person** for all interests covered by this Extension.

Schedule of Benefits

1	Death	£10,000
2	Disablement - Loss of one or more Limbs or Eyes	£10,000
3	Permanent Total Disablement from usual occupation (other than by loss of Limb or Eye)	£10,000
4	Temporary Total Disablement from usual occupation for a maximum of 104 weeks	£100 per week

The above Schedule of Benefits is Standard Cover but may be varied subject to the prior agreement of Underwriters and the payment of an Agreed Additional Premium.

SECTION E - GOODS IN TRANSIT

This Certificate may be extended to indemnify the **Insured** for loss or destruction of Property whilst in transit within the Territorial Limits during the **Period of Insurance** including during loading and unloading in connection with such transits or whilst temporarily stored in locked premises and/or compound for a period not in excess of 24 hours during the normal course of transit, up to the Limit of Liability shown in the Schedule.

• Definition

Property - Goods and/or merchandise being the property of the **Insured** pertaining to the Business of the **Insured** or held in trust or on commission for which the **Insured** is responsible - Goods and/or merchandise do not include tools of trade which may be insured elsewhere in this Certificate.

• Exclusions

This extension does not cover

- loss destruction or damage caused by or happening through
 - 1) wear, tear, moth, vermin, defective packing, depreciation, delay, loss of market, gradual deterioration, shrinkage, or any changes brought about by natural causes
 - 2) riot, strikes or civil commotion
 - 3) electrical or mechanical derangement
- consequential loss of any kind
- infidelity or dishonesty on the part of the **Insured** or any of the **Insured's** employees
- loss or destruction of or damage to refrigerated goods as a result of breakdown or failure of refrigeration equipment unless such breakdown or failure is caused by fire, theft, an accident to the vehicle or trailer, or an object falling onto the vehicle or trailer
- theft or damage caused by weather or atmospheric conditions to Property in vehicles owned or operated by the **Insured** which are not of the enclosed body type
- loss of or damage to jewellery, watches, works of art, precious stones or precious metals or articles composed of them, furs, leather goods or livestock, money securities or stamps, manuscripts, business books, plants, designs explosives or other dangerous goods, perfumery, tobacco, cigars, cigarettes, wines, spirits and the like, cameras, radios, television sets, tape recorders, video recorders, video tapes and the like.

• Conditions

- 1) In the event of loss immediate notice must be given to any Third Party who had custody of the Property or who may be responsible for loss destruction or damage and such Third Party must be notified in writing.
- 2) It is a condition precedent to liability that the **Insured** shall take all reasonable care
 - i) in the maintenance of vehicles and any protective devices thereon
 - ii) in the safeguarding of the Property by proper packing and addressing, and loading, unloading and handling
- 3) Goods In Transit does not cover theft of/from vehicle(s) and/or trailers and/or container(s) when left unattended unless
 - a) between - 18.00 and 06.00 hours - such vehicle(s) and/or trailer(s) and/or container(s) is/are garaged in a building or parked in a fully enclosed yard, which is securely closed and locked or under constant surveillance AND the vehicle(s) and/or trailer(s) and/or container(s) has/have all doors, windows, boots and other openings closed and securely locked AND have all additional protective devices put into full and proper operation AND have all keys removed so far as local fire regulations permit.
 - b) between - 06.00 and 18.00 hours - such vehicle(s) and/or trailer(s) and/or container(s) has/have all doors, windows, boots and other openings closed and securely locked AND have all additional protective devices put into full and proper operation AND has/have all keys removed.

SECTION F - REFRIGERATED FOODS EXTENSION

For an additional premium, this Certificate may be extended to indemnify the **Insured** up to the sum insured in respect of each item specified in Section F of the Schedule against loss of or damage to frozen foods contained in the frozen food cabinet(s) at the **Premises** by deterioration or putrefaction due to an accidental rise or fall in temperature in such cabinets during the **Period of Insurance** which is directly attributable to

- 1 electrical or mechanical breakdown or inherent defect due to the actual breaking or burning out of any part of the cabinet necessitating repair or replacement before normal working can be resumed
- 2 the action of refrigerant fumes escaping from the cabinet(s) by any accidental cause not excluded hereafter
- 3 accidental failure of the public supply of electricity gas or water at the terminal ends of the supply Authorities' service feeders at the **Premises** including failure directly due to destruction or damage by fire, lightning, explosion or earthquake elsewhere than at the said **Premises**.

Exclusions

This extension does not cover

- 1 loss or damage to wastage of material or wearing out of any part of the cabinet(s) caused by or resulting from ordinary use, rust, scale or other deposits, corrosion or deterioration due to chemical or atmospheric conditions or otherwise nor to any cabinet which is more than ten years old
- 2 loss or damage due to a deliberate act of electricity, gas or water authorities not performed for the sole purpose of safeguarding life or protecting any part of the electricity or water authorities' system nor any scheme or rationing not necessitated solely by accidental damage to the electric, gas or water authorities generating or supply equipment
- 3 any loss arising as a result of shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction
- 4 any loss arising from improper storage, damage to packing material, insufficient circulation of air, or non-uniformity of temperature
- 5 any loss arising from cabinets that are not maintained under a service agreement with an approved manufacturers service agent

SECTION G - ALL RISKS EXTENSION

In payment of an additional premium, this Certificate is extended to include risks of direct physical loss of or damage during the **Period of Insurance** to items as described in the Schedule whilst anywhere within the Territorial Limits (unless otherwise stated within the Schedule)

In respect of each item separately, the liability of Underwriters for any loss or damage shall not exceed the respective **Sum Insured** specified in the Schedule, nor shall it exceed such proportion of the said loss or damage as the **Sum Insured** bears to the total value of the **Property Insured** by such item.

Exclusions

This extension does not cover:

- loss or damage caused by moth, vermin, inherent vice, climatic conditions, wear and tear, electrical and mechanical derangement, gradual deterioration or faulty manipulation
- loss of damage caused by the actual process of repair, renovation or servicing
- depreciation, contamination or consequential loss of any description
- theft or disappearance of or from road vehicles of every description whilst left unattended
- unexplained shortages or mysterious disappearance
- breakage whilst in use

SECTION H - LOSS OF LICENCE EXTENSION

The Underwriters will, in the event of the Licence granted in respect of the **Premises** for the sale by retail of excisable liquors (the Licence) becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the **Period of Insurance** such suspension or forfeiture or refused renewal being occasioned by reasons beyond the control of the **Insured**, pay or make good to the **Insured** all loss that the **Insured** may sustain in respect of:-

- the depreciation in value during the **Period of Insurance** of the interest of the **Insured** in the **Premises** and/or the business carried on therein by the suspension or forfeiture of or refusal to renew the licence up to an amount not exceeding the **Sum Insured**
- the costs and expenses incurred by the **Insured** with the written consent of the Underwriters in connection with any appeal against the suspension or forfeiture of or refusal to renew the Licence. Provided always that if the **Insured** shall be entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the Licence, no claims shall arise under this extension.

Exclusion

This Section does not cover the refused renewal suspension or forfeiture of the Licence arising directly or indirectly for any scheme or town or country planning improvement or redevelopment compulsory purchase or surrender reduction or redistribution of licences in connection with post war reconstruction or from any alteration of the law affecting the grant surrender refusal to renew suspension or forfeiture of licences.

Conditions

- 1 If any claim upon this extension be in any respect fraudulent or if any false statutory or other declaration be made in support thereof, or if there be any material omission or misstatement in the proposal and/or particulars in writing forming the basis of the contract or in any notice in writing given under Conditions 2 or 4 below, all benefit under this extension shall be forfeited.
- 2 It is a Condition Precedent to Liability that the **Insured** shall, on becoming aware of any :-
 - (a) complaint against the **Premises** of the control thereof
 - (b) proceedings against or conviction of the licenceholder, manager/manageress, tenant or occupier of the **Premises** for any breach of the licensing law 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 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 the renewal thereof

as soon as practicable give notice in writing to the Underwriters or their representatives and supply such additional information and give such assistance as the Underwriters or their representatives may reasonably require.

Subject to such notice the **Insured** shall be deemed to have reaffirmed at the date of renewal of the Certificate the statements made in the Proposal Form and/or the other information on which this insurance is based, and any subsequent alterations which have been agreed by Underwriters.

- 3 In the event of bankruptcy, incapacity, desertion of the **Premises**, the death or conviction for any offence, (where such conviction affects the character or reputation of the convicted person with respect to his/her honesty, moral standing or sobriety of the tenant, manager/manageress, occupier or licenceholder), the **Insured** shall where practicable and at the request of the Underwriters procure a suitable person to replace him/her and one to whom the Justice will transfer the Licence or grant the Licence by way of renewal.
- 4 In the event of the Licence being forfeited or refused the **Insured** shall:-
 - (a) give notice in writing to the Underwriters or their representatives within 72 hours of receiving knowledge of such event stating the grounds upon which the Licence was forfeited or renewal refused.
 - (b) give all such assistance as the Underwriters or their representatives may require to verify the same and also, if required by the Underwriters or their representatives, make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give the Underwriters or their representatives free access to the **Premises** and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the business.

- 5 The **Insured** and any other claimant under this extension shall, at the expense of the Underwriters do and concur in doing all such acts and things as may be necessary or reasonably required by the Underwriters or their representatives for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from any other parties to which the Underwriters shall be or would become entitled or subrogated upon paying for or making good any loss under this extension, whether such acts and things shall be or become necessary before or after indemnification by the Underwriters.
- 6 If any alterations to the **Premises** requiring the consent of the Licensing or other necessary Authority shall be made without said authority's approval or if the **Premises** are closed for any period not required by law or are not maintained in a sanitary or other repair or condition or any direction or requirement of the Licensing or other Authority shall not be complied with or if the forfeiture or if refusal to renew the Licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the **Insured** or by any omission of the **Insured** to take any step necessary for keeping the Licence in force, no claim shall arise under this extension unless the **Insured** or any other claimant hereunder shall prove to the reasonable satisfaction of the Underwriters that such matter was beyond his/her or their power or control.
- 7 No claim shall arise under this extension if prior or subsequent to the refusal to renew or forfeiture of the licence, the **Premises** shall be required for any public purpose or if surrender or refusal to renew or forfeiture shall arise under or result directly or indirectly from any scheme of town or country planning, improvement or redevelopment, or surrender reduction or re-distribution of licences in connection with post-war reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences.
- 8 This extension ceases to be in force as to any interest hereby insured which shall pass from the **Insured** to any other person otherwise than by Will or operation of Law unless the Underwriters shall agree in writing to continue the insurance in favour of such other person.
- 9 If at the time of the refusal to renew or forfeiture of the Licence there be any other subsisting insurance or insurances, whether effected by the **Insured** or any other person, covering the same interest therein, the Underwriters shall not be liable to pay or contribute more than their rateable proportion of the loss.
- 10 If the **Insured** shall fail to observe and comply with the conditions hereof or shall fail to do any requirements or conditions herein required to be done by the Underwriters and if these conditions shall be deemed to be of the essence of the contract, this extension shall become void, and the premiums that have been paid to Underwriters hereunder shall remain the absolute property of the Underwriters.

SECTION I - RENT EXTENSION

For an Additional Premium this Certificate may be extended to include a loss of Rent Receivable.

In the event of Damage to the Buildings by any operative insured peril which renders the buildings of the premises uninhabitable, in respect of Rent Receivable, Underwriters will pay to the **Insured**

- the amount by which the Rent Receivable by the **Insured** during the period stated in the relevant item above, in consequence of the Damage, falls short of the rent which would have been received during the period had the Damage not occurred.

less any savings in respect of expenditure payable out of Rent Receivable which reduces or ceases in consequence of the Damage.

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

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

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

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

SECTION J - COVERAGE EXTENSION - LOSS OF BOOK DEBTS

For an additional premium, this Certificate may be extended to include loss of **Outstanding Debit Balances**, if during the **Period of Insurance** the Insured's books of account or other business books or records at the **Premises** be lost, destroyed or damaged by an **Insured Event** covered by Section A of this Insurance (loss, destruction or damage so caused being hereinafter termed Damage) and the **Insured** in consequence thereof be unable to trace or establish the **Outstanding Debit Balances** in whole or in part the Underwriters will pay to the **Insured** the amount of the loss sustained by the **Insured** in respect of outstanding Debit Balances directly due to such Damage in accordance with the provisions herein contained.

The insurance by this extension is limited to the amount calculated in accordance with the Definition of **Outstanding Debit Balances** provided that if the **Sum Insured** by this extension be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced and in no event shall the amount payable in respect of any one occurrence of damage exceed

1. the difference between
 - (a) the outstanding debit balances and
 - (b) the total of the amounts received or traced in respect thereof
2. The additional expenditure necessarily and reasonably incurred in consequence of the Damage in tracing or establishing **Outstanding Debit Balances** after the Damage.

Definition

• **Outstanding Debit Balances**

The amounts owned and unpaid to the **Insured** by their customers for goods and/or services sold in the course of the Business at the **Premises** as shown in the last audited accounts adjusted for

- bad debts
- amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers accounts in the period between the date to which the last statement relates and the date of the Damage
- any abnormal conditions of trade which had or could have had a material affect on the Business

so that the figures thus adjusted represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

Automatic Reinstatement of Sum Insured Clause

In consideration of the **Sum Insured** not being reduced by the amount of any loss the **Insured** shall pay the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**.

Value Added Tax Clause

Outstanding Debit Balances shall include Value Added Tax

Accountants Clause

Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by Underwriters in accordance with the conditions of this Insurance for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants, if at the time they are regularly acting as such for the **Insured**, and their report shall be prima facie evidence of the loss to which such report relates.

The insurance under this Section includes the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by Underwriters under the conditions of this Insurance and reporting that such particular or details are in accordance with the Insured's books of account or other business books or documents subject always to the overall limit of this Section of the Insurance.

STANDARD CLAUSES, WARRANTIES AND CONDITIONS PRECEDENT

The following all apply to this Certificate unless agreed otherwise.

Central Heating Clause

It is a condition precedent to the liability of the Underwriters hereunder that temperature of at least 40 degrees F (5 degrees C) is maintained by use of the central heating system, between the months of October to May inclusive.

Subject otherwise to the terms conditions and limitations of this insurance.

Contracts (Rights of Third Parties) Act 1999 Clarification

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

Data Protection 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Electronic Data Endorsement B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows:

- a) This Certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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

- b) however, in the event that a peril listed below results from any of the matters described in paragraph a) above, the Certificate, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed peril.

Listed Perils

Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Certificate suffer physical loss or damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA 2915 (25.1.01)

Form approved by Lloyd's Underwriters' Non-Marine Association Limited

Fire Appliance Maintenance Clause

It is a condition precedent to the liability of the Underwriters that

- (a) the Insured will maintain all fire extinguishing appliances in the premises in full working order during the currency of this insurance and
- (b) notify the Underwriters immediately of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area without protection of 12 hours or more

Nevertheless this Insurance shall not be invalidated by any defect in any of the appliances due to circumstances unknown or beyond the control of the Insured.

Subject otherwise to the terms conditions and limitations of this insurance.

Fire Extinguishing Appliances Maintenance Warranty

It is a condition precedent to the liability of the Underwriters hereunder that the Insured will maintain all the fire extinguishing appliances at the premises in full working order during the currency of this Insurance.

Nevertheless this Insurance shall not be invalidated by any defect in any of the appliances due to circumstances unknown or beyond the control of the Insured.

Subject otherwise to the terms conditions and limitations of this insurance.

Flammables Warranty

It is a condition precedent to the liability of the Underwriters hereunder that all flammables are kept in metal lidded containers when not in use.

Subject otherwise to the terms conditions and limitations of this insurance.

Flat Roof Maintenance Warranty

It is a condition precedent to the liability of the Underwriters hereunder in respect of damage by storm, tempest or flood, that any flat felted roof portion of the within described premises shall be 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.

Subject otherwise to the terms conditions and limitations of this insurance.

Fluorescent Lamps Warranty

It is warranted that all Stock, Machinery, Plant, Fixtures and Fittings and All Other Contents be kept at least 30 centimetres clear from fluorescent lamps.

Keyholders (Alarm) Warranty

It is a condition precedent to the liability of the Underwriters that at least one of three approved keyholders shall be able to attend the premises within a maximum 20 minutes of being summoned.

Material Damage Warranty (in respect of Business Interruption)

It is a condition precedent to the liability of the Underwriters under this Insurance that at the time of the happening of any loss, destruction or damage, there shall be in force an insurance covering the interest of the Insured in the property at the premises against such loss or damage and that

- (a) payments shall have been made or liability admitted therefor, or
- (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Subject otherwise to the terms conditions and limitations of this insurance.

Notice Clause

It is a condition precedent to the liability of the Underwriters hereunder that in the event of any change in occupancy or use of any of the premises insured hereby, the Insured will give immediate notice to the Underwriters and pay any additional premium which may be required.

Subject otherwise to the terms conditions and limitations of this insurance.

Open For Trade Warranty

It is a condition precedent to the liability of the Underwriters hereunder that the premises hereby insured are open for trade all year and not on a seasonal basis.

Subject otherwise to the terms conditions and limitations of this insurance.

Pets Clause

This Certificate does not insure loss or damage caused by animals or birds owned by or kept by the Insured or by a resident or employee of the Insured unless loss by fire explosion or smoke ensues and the Underwriters shall then be liable only for such consequential loss.

Subject otherwise to the terms conditions and limitations of this insurance.

Pipe Lagging Warranty

It is a condition precedent to the liability of the Underwriters hereunder that all water supply pipes are adequately lagged and protected against bursting or leaking as a result of cold weather.

Subject otherwise to the terms conditions and limitations of this insurance.

Portable Heating Warranty

It is a condition precedent to the liability of the Underwriters hereunder that there will be no use of or storage on the premises of paraffin and/or portable gas heaters or fuel containers of any kind for any purpose other than portable electric heaters which are permitted by law in offices and residential areas.

Subject otherwise to the terms conditions and limitations of this insurance.

Protection Maintenance Clause

It is a condition precedent to the liability of the Underwriters hereunder that

- (a) the whole of the protections provided for the safety of the insured property shall be maintained in good order throughout the currency of this insurance and that they shall be in full and effective operation at all times when the Insured's premises are closed for business and at all other appropriate times, including when the said premises are left unattended, and that such protections shall not be withdrawn or varied to the detriment of the interest of Underwriters without their consent;
- (b) all keys and duplicate keys relative to the above protections are removed from the premises when the premises are closed for business, and at all other appropriate times, including when the said premises are left unattended.

All defects occurring in any protections must be promptly remedied.

Subject otherwise to the terms conditions and limitations of this insurance

Protection Warranty (Minimum level of security)

It is warranted that all fastenings and protections at present on the premises shall be in actual and complete operation whenever the premises are left unattended.

Cover will only apply if the following minimum level of security (or alternative security protections as agreed by Underwriters) is installed at the premises and put into effect whenever the premises are left unattended.

Doors

All external doors (and internal doors leading to other premises not the Insured's sole occupation):-

Aluminium Doors – cylinder mortise deadlocks

Other Doors – Mortise deadlocks conforming to BS3621

Double Doors – Key operated locks or bolts must be fitted top and bottom to the first closing leaf in addition to a lock as described above to the second closing leaf.

Windows

All external basement, ground floor and other accessible (accessible being adjacent to roofs, fire escapes, down spouts) window, fanlights or skylights which were originally constructed to open must be protected with key operated locks or solid steel bars or grills.

Note: in respect of fire exits, agreement should be sought from your Fire Protection Officer. Any alternative protections however must be approved by Underwriters.

Stillage Warranty

It is a condition precedent to the liability of the Underwriters hereunder that all stock stored at or below ground level or in basements be raised on racking, stillages, pallets or the like to allow at least 150mm air space between the stock and floor level.

Subject otherwise to the terms conditions and limitations of this insurance

Exclusion of Stock and/or Machinery Stored in the Open

It is understood and agreed that this insurance does not insure any stock and/or machinery as defined in the schedule to Section A if stored in the open unless specifically agreed otherwise.

Subject otherwise to the terms conditions and limitations of this insurance

Survey Warranties

It is a condition precedent to the liability of the Underwriters that all survey requirements are completed within the time scales set by Underwriters.

Unoccupancy Clause

It is a condition precedent to the liability of the Underwriters hereunder that

- (a) immediate notice is given to the Underwriters if the Premises become unoccupied or if there is any change in occupation of the said premises,
- (b) the Premises are made secure against illegal entry,
- (c) the Premises are inspected at least once a week and any defect found is repaired immediately,
- (d) the main services to the Premises are disconnected

It is further understood and agreed that

- (a) the Underwriters liability hereunder is limited to loss or damage caused by Fire Lightning and Explosion and Aircraft Damage only
- (b) the Underwriters will not be liable for any loss or damage arising from or caused by building operations
- (c) Certificate excess is increased to a minimum £500 each and every loss (or as agreed by Underwriters)

Subject otherwise to the terms conditions and limitations of this insurance.

Waste Warranty

It is a condition precedent to the liability of the Underwriters hereunder that all trade waste and refuse material be swept up and bagged and binned daily in metal lidded receptacles and removed from the Premises.

Subject otherwise to the terms conditions and limitations of this insurance.