Marketline

Marketline Insurance Services Ltd

# Closed Market Insurance Policy

Underwritten by

RSA

# Introduction

Welcome to RSA. Thank you for choosing us as your insurer

**About Your Insurance Policy**

Your insurance Policy is made up of this Policy wording, your Statement of Fact, and the Schedule which shows the sums insured, our Limits of Liability, the premium you will pay, and any other terms which apply to your Policy

You should read the Statement of Fact, Schedule and the Policy wording together, to tell you what is covered and what is not covered, how we settle claims and other important information

**The Insurance Contract**

This insurance Policy is a legal contract between the Policyholder and Royal & Sun Alliance Insurance plc (herein called the Company). The Company's acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance

The Company will provide the insurance described in this Policy (subject to all the terms, conditions and exclusion of this Policy) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and the Company shall agree to accept the premium

This Policy has been issued by Royal & Sun Alliance Insurance plc

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# General Conditions

1 Failure to comply with any of the terms and conditions of the Policy where they are material or relevant to any loss may entitle the Company to reduce or avoid the Policyholder's claim

2 The Policyholder must at their own expense take all reasonable steps to prevent or minimise any Damage or any Injury to Employees or the public

If the Policyholder discovers any defect or danger, the Policyholder must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require

3 No cover shall be provided under this Policy if and to the extent that any Damage arises as a result of any material alteration to or of

A) the Business

B) the Premises

C) Property within the Premises or

D) the occupation of the Premises by the Policyholder or the Policyholder's Employees

during the Period of Insurance of this Policy

4 This Policy shall be automatically terminated if and when

A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued

or

B) the Policyholder ceases to have an interest that is insurable for example; the Premises have been sold to a third party. However this right to avoid the Policy does not apply in the event of the Policyholder's death

5 The discount specified in the Schedule is allowed off the net premium on this Policy in consideration of the Policyholder undertaking to offer annually for three years (unless otherwise stated) from the date specified in the Schedule the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

A) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking

B) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in the Business

The above mentioned undertaking applies to any policy or policies which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted policy or policies issued by the Company

Payment of the premium due at the commencement of the undertaking specified in the Schedule shall be deemed acceptance by the Policyholder of the terms of this clause

6 If any part of the Premium or Renewal Premium is based on estimates provided by the Policyholder the Policyholder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Policyholder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium shall then be adjusted and the difference paid by or allowed to the Policyholder

7 Cancellation when the premium is paid annually

This Policy may be cancelled by the Policyholder giving written instruction to the Company or the Company sending 30 days written notice to the last known address of the Policyholder

Cancellation will be effective from the receipt of valid instruction from the Policyholder provided that where a certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

or

the expiry of the 30 days written notice sent by the Company

The Policyholder will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim

8 Where the Company has agreed to the Policyholder paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserve the right to terminate the Policy and the Policyholder will no longer be insured by the Company

If the monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to also terminate that linked loan agreement

9 The total amount payable by the Company in respect of any claim irrespective of the number of parties insured by this Policy having a claim under this Policy shall not exceed in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other stated Limit of Liability

For the purpose of the Sum Insured/Limit of Indemnity all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

10 Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Policyholder is based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or, if the Policyholder is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Policyholder is based

11 Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period the Company or the Policyholder may cancel this Policy with immediate effect by giving written notice to the other at their last known address

If the Policy is cancelled the Company will give the Policyholder a full refund of premium for any unexpired period of cover the Company will do this only if the Policyholder has not made a claim during the Period of Insurance

Failure to comply with any of these conditions may result in the Company not paying the Policyholder's claim

# Claims Handling Process

**Guidance when making a claim**

**Claims Notification**

Conditions that apply to the policy and in the event of a claim are set out herein. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

To notify us of a claim in the first instance please contact Marketline Insurance Services Ltd on 0207 618 2929 between the hours of 9.00 to 17.30 Monday to Friday or as soon as practicable on the next working day. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address and your home and mobile telephone numbers.
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim to inspect the damage, or to undertake further investigations

**Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier

# Claims Conditions

1 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall

A) notify the Company in writing as soon as reasonably practical

B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy

C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

D) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company

1) full information in writing of the claim

2) details of any other insurance relating to the claim

3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details

4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

Failure to comply with any of these conditions may result in the Company not paying the Policyholder's claim

2 If the Company elects or becomes bound to reinstate or replace any property the Policyholder shall at his own expense produce and give to the Company all such plans documents books and information as the company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon

3 A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or

require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner The condition shall be evidence of the leave and licence of the Policyholder to the Company so to do if the Policyholder or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited The Policyholder shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not

B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may require

4 The Policyholder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Policyholder

5 **Not applicable to Money Personal Accident and Personal Injury (Robbery) Insurance**

If at the time of any claim there is any other insurance covering the Policyholder's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

6 **Not applicable to Liability Personal Accident Personal Injury (Robbery) and Legal Expenses Insurance**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Company

7 **Application only to Glass Breakage Damage to Neon and Illuminated Signs Electric Light Fitments and Sanitary Earthenware Insurance**

Notwithstanding claims Condition 1A) of this Policy in the event of any breakage loss or damage the Policyholder shall give immediate telephone notice to the Company If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit

8 **Applicable only to Liability Insurance**

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt The Policyholder shall also give the Company written notice immediately the Policyholder has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

9 **Applicable only to Personal Accident and Personal Injury (Robbery) Insurance**

All certificates information and evidence required by the Company shall be furnished free of expense to and in the form requested by the Company The Insured Person shall as often as required submit to medical examination on behalf of and at the Company's expense in connection with any claim

The Policyholder's or the Policyholder's personal representative's receipt shall discharge the Company

The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company if the Policyholder comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

10 It is possible to choose the law applicable to a contract of insurance covering a risk situated in the UK. As such, we have chosen the laws of England and Wales to be applicable to the contract of insurance between us and will take Payment of your Premium as evidence of your acceptance of our choice If any other law is to apply, it must be agreed by both parties and evidenced in writing

Failure to comply with any of these Conditions may result in the Company not paying the Policyholder's claim

# Property Damage Insurance

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Policyholder the amount of loss or at its option reinstate or replace such property provided that the Company's liability in any one period of insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

**Covers**

The following are the Covers insured except as otherwise stated in the Schedule

1 a) **Fire** excluding Damage

1) by explosion resulting from fire

2) to property caused by its undergoing any process involving the application of heat

b) **Explosion** excluding Damage

1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only

2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

but this shall not exclude Damage caused by explosion of

– any boiler

– gas

used for domestic purposes only

c) **Lightning**

d) **Aircraft** or other aerial devices or articles dropped therefrom

2 **Earthquake** excluding Damage caused by fire

3 **Riot civil commotion strikers locked–out workers or persons taking part in labour disturbances or malicious persons** excluding Damage

1) arising from confiscation requisition or destruction by order of the government or any public authority

2) arising from cessation of work

3) a) in the course of theft or attempted theft

b) in respect of any building which is empty or not in use

directly caused by malicious persons not acting on behalf of or in connection with any political organisation

4 **Storm or flood** excluding Damage

1) attributable solely to change in the water table level

2) caused by frost subsidence ground heave or landslip

3) to fences gates and moveable property in the open

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

1) by water discharged or leaking from an automatic sprinkler installation

2) in respect of any building which is empty or not in use

6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal

7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage

1) by freezing in any building which is empty or not in use

2) by heat caused by fire

8 **Theft (which is deemed to include attempted theft)** excluding theft

1) which does not involve

– entry to or exit from a building by forcible and violent means or

– actual or threatened assault or violence

2) from any part of the building or the unit not occupied by the Policyholder for the purpose of the Business

3) from the open or from any outbuilding

4) to property in transit

5) to Money and securities of any description

6) to Glass if more specifically insured

9 **Subsidence ground heave or landslip** excluding Damage

1) arising from the settlement or movement of made–up ground or by coastal or river erosion

2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises

3) arising from normal settlement or bedding down of new structures

4) commencing prior to the granting of cover under this insurance

10 **Any other accident** excluding Damage

1) by any of

A) the Covers

B) the causes expressly excluded from the Covers

specified in the paragraphs 1-9 or 11-15 (whether or not Insured)

2) to any property caused by

A) its own faulty or defective design or materials

B) inherent vice latent defect gradual deterioration wear and tear

C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their employees

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

3) caused by

A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects

B) change in temperature colour flavour texture or finish

C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

1) such Damage which itself results from other Damage and is not otherwise excluded

2) subsequent Damage which itself results from a cause not otherwise excluded

4) caused by

A) pollution or contamination

B) acts of fraud or dishonesty

C) disappearance unexplained or inventory shortage misfiling or misplacing of information

5) to

A) a building or structure caused by its own collapse or cracking

B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust

C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

6) to

A) property in transit

B) Money and securities of any description

C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft

D) 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

11 **Accidental breakage of fixed Glass**

A) by fracture extending through its entire thickness

B) Damage to neon and illuminated signs and electric light fitments

C) Accidental breakage of fixed sanitary earthenware

D) Damage by impact or falling glass to

1) the framework and fittings of the ground floor frontage

2) goods on display in windows

including glass and Sanitary Earthenware in any part of the Buildings at the Premises otherwise occupied by the insured as a private dwelling provided that such glass and Sanitary Earthenware are not otherwise insured

excluding

1) breakage or Damage

A) consequent upon alterations to the framework or position of any of the Glass or neon and illuminated signs and electric light fitments or to sanitary earthenware

B) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings

C) while the Premises are empty or not in use

D) existing prior to the commencement of this insurance and not subsequently replaced

E) in respect of neon and illuminated signs and electric light fitments

1) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat

2) of bulbs or tubes unless consequent upon Damage to signs or fitments

2) any consequence of fire or explosion more specifically insured

Provided that the liability of the Company in respect of

1) Damage by impact or falling glass to the framework and fittings of the ground floor frontage or goods on display in windows shall not exceed £500 any one loss

2) breakage or Damage to

A) glass which is bent tinted stained or fired or incorporated in multiple glazed units (other than double glazing units)

B) decoration or protective film or alarm foil on glass

shall not exceed £1,000 in any one Period of Insurance unless to comply with the quality recommended in the British Standard Code of Practice BS6262: 1982

12 **Oil** escaping from a fixed heating installation or apparatus connected therewith excluding the cost of replacing the oil

13 **Falling trees** or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Policyholder

14 **Damage to Buildings** caused by falling television or radio receiving aerials fittings and masts

15 **Accidental Damage** for which the Policyholder is responsible to the underground water gas and drain pipes or electricity cable extending from the Buildings to the public mains

Policyholder's Contribution

This insurance does not cover the Policyholder's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Policyholder at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

| | | |
|---|---|---|
| A | Cover 9 (Subsidence) if insured | £1,000 |
| B | All other Covers | £100 |

**Exclusions**

This insurance does not cover

A Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

B Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C War and Allied Risks

Damage occasioned by

1) riot or civil commotion except to the extent that it is specifically insured

2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion, revolution insurrection or military or usurped power

D Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

1) pollution or contamination which itself results from any Cover insured (other than Cover 10)

2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

E Radioactive Contamination

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

1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

F Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means:

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

1) influence any government or any international governmental organisation or

2) put the public or any section of the public in fear

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

**Definitions of Property**

Property Insured

– Buildings
– General Contents
– Stock
– Other property or interests

} At the Premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined below or more fully described in the Schedule and all being the property of the Policyholder or for which they are responsible but excluding

– property which is more specifically insured

– unless specifically notified to and accepted by the Company as insured

1) vehicles licensed for road use (including accessories thereon), caravans, railway locomotives, rolling stock, watercraft and aircraft

2) land, piers, jetties, bridges, culverts and excavations

3) livestock, growing crops and trees

4) 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

5) overhead transmission lines

Buildings

– buildings (being built mainly of brick stone concrete or other non–combustible materials unless otherwise stated in the Schedule)

– landlord's fixtures and fittings in and on the buildings

– small outside buildings extensions annexes gangways

– walls gates and fences

– services which shall mean

telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the premises or to the public mains (including those underground)

Tenant's Improvements

– tenant's improvements alterations and decorations

General Contents

– machinery plant fixtures fittings and other trade equipment

– all office equipment and other contents

– patterns models moulds plans and designs

– computer records documents manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss

– in so far as they are not otherwise insured

directors partners and employees personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding £500 per person

– but any cover granted under this insurance for Damage by Theft shall not apply to

personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras Money and securities of any description

– to the extent that they are not otherwise insured

motor vehicles motor chassis and their contents

– satellite dishes

– Glass Sanitary Earthenware neon and illuminated signs and electric light fitments

Money

– cash bank notes currency notes cheques bankers drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units in franking machines consumer redemption vouchers and credit cards

Stock

– stock and materials in trade work in progress and finished goods

Glass

– normal flat annealed glass
– toughened and laminated glass
– mirrors

} including lettering therein

– bent tinted stained or fired glass
– decoration or protective film or alarm foil on glass

Sanitary Ware

– sanitary ware of every description

Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Policyholder's books

**The Insurance Provided**

**In respect of Buildings Tenant's Improvements and General Contents** (other than motor vehicles directors' partners' and employees' and personal effects computer records documents manuscripts and business books)

the Company will pay

A **the cost of reinstatement** being

– where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property

– where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

B **the cost of complying with Public Authorities' requirements** being

such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow

C **the cost of removing debris** being

the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site

2) arising from pollution or contamination of property not insured by this policy

D **the cost of professional fees** being

those necessarily incurred in the reinstatement of the property but not for preparing any claims

**The undernoted provisions apply**

1 Public Authorities' Requirements

The Company shall not be liable in respect of cost B for

– requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)

– any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

2 Partial Damage

Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

3 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability

4 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value

Day One Reinstatement Value shall mean

The total of the insured costs A B C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the period of insurance

5 Alternative Basis of Settlement

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

A) until the cost of reinstatement has actually been incurred

B) if the work of reinstatement is not carried out as quickly as is reasonably practicable

C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A

D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

– complying with Public Authorities requirements

– removing debris

– Professional fees

as defined in costs B C and D above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs B C and D

**In respect of computer records documents manuscripts and business books**

the Company will pay

A) the value of the materials as stationery

B) the clerical labour and computer time expended in reproducing such computer records or writing up such documents

C) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Policyholder of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents

D) the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site

2) arising from pollution or contamination of property not insured by this policy

**In respect of Stock and other insured property not specifically provided for**

the Company will pay

A) the value of the property at the time of its destruction or the amount of the damage

B) the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site

2) arising from pollution or contamination of property not insured by this policy

The undernoted provisions apply

1 Seasonal Increase

The sum insured in respect of Stock shall be increased by 100% in accordance with the period(s) described on the schedule.

This provision shall not apply to the Stock in Transit Extension

2 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property insured by the item

**General Provisions applicable to all items**

Reinstatement by the Company

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

The Policyholder shall at their own expense produce and provide the Company with all such plans documents books and information as the company may reasonably require

**Extinguishment Expenses**

The Company will pay the reasonable costs incurred by the Policyholder in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured

Theft Cover Extension

Any cover granted under this insurance in respect of Theft includes

A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured

B) the reasonable expenses (not exceeding £1,000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors partners or employees of the Policyholder

Stock in Transit Extension

In the event of Damage by any cause to Stock while

1 being loaded upon carried by or unloaded from any vehicle owned or operated by the Policyholder anywhere in Great Britain Northern Ireland and the Republic of Ireland the Channel Islands or the Isle of Man

2 at exhibitions which do not exceed 7 days duration

the Company will by payment or at its option by repair reinstatement or replacement indemnify the Policyholder in respect of such Damage provided that the liability of the Company in respect of any claim arising out of any one event shall not exceed the limit per vehicle (except as provided for in A B and C below) and in respect of property at exhibition premises shall not exceed £2,500 in any one Period of Insurance

| | |
|---|---|
| Limit per vehicle | £2,500 |
| Number of Policyholder's Own Vehicles | One |

In addition the Company will indemnify the Policyholder in respect of

A) additional costs reasonably incurred in

1) transhipping Stock to another vehicle delivering it to the original destination or returning it to the place of despatch following Damage to the Stock or an accident to the conveying vehicle

2) removal of debris following Damage to the Stock or an accident to the conveying vehicle

3) reloading on to any vehicle any Stock if it falls from such vehicle

Limit of Liability in respect of all claims arising out of any one event £2,500

B) Damage to sheets ropes packing materials dunnage securing chains and toggles owned by the Policyholder or in the charge or control of the Policyholder while carried on any such vehicle

Limit of Liability in respect of all claims arising out of any one event £2,500

C) Damage to the personal effects belonging to the driver or attendant while carried by any such vehicle in the course of the employment of the driver or attendant with the Policyholder

Limit of Liability in respect of all claims arising out of any one event for any one person £100

Exclusions

The Company shall not be liable in respect of

1) Loss of market delay or any consequential loss

2) Loss resulting from dishonesty or insolvency of persons to whom goods are entrusted

3) Destruction of or damage to glass china marble earthenware scientific instruments furniture antiques curios sculptures work of art pictures prints drawings engravings and goods of a brittle nature unless caused by fire theft or as a direct result of collision or overturning of the conveying vehicle

4) Loss of sheets ropes packing materials dunnage securing chains and toggles as a result of disappearance or shortage if such loss is only revealed when an inventory is made unless such loss is the result of an incident recorded by the Policyholder

5) Stock warehoused at a rental or under contract for storage and distribution

6) Money and securities

7) Jewellery watches furs cameras radios televisions record players cassette players and video equipment belonging to vehicle drivers or attendants

8) Stock carried by or despatched by the Policyholder for hire or reward

9) Destruction or damage to stock arising as a result of packing which was inadequate to withstand normal handling during transit

10) Loss destruction or damage to stock

A) due to insufficient labelling or incorrect addressing

B) in any vehicle which is being used outside the normal course of the Business for social domestic or pleasure purposes

C) in open vehicles owned or operated by the Policyholder caused by atmospheric or climatic conditions unless the stock is protected by vehicle sheets

D) left in any vehicle for the night except where such vehicle is left closed and locked and either

1) garaged in a building which is securely closed and locked

or

2) left in a compound secured by locked gates

11 The first £100 of each and every loss

**Memoranda**

Property at other locations

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured whilst removed from the premises as indicated below

except that

1) the insurance applies only in so far as the property is not otherwise insured

2) any cover granted in respect of Damage by Theft shall not apply under this extension

3) this extension applies only to Damage occurring within Great Britain Northern Ireland the Channel Islands the Isle of Man and the Republic of Ireland

4) the Company's liability for any one loss shall not exceed the limit stated

| Property and Location | Limit of Liability for any one loss |
|---|---|
| A Computer records documents manuscripts and business books at any location and whilst in transit | The limit stated in the General Contents definition |
| B Other property (excluding vehicles licensed for road use) at any location to which the property has been temporarily removed for cleaning renovation repair or other similar purposes and whilst in transit | 15% of the relative sum insured but in no case exceeding £250,000 |

**Automatic Reinstatement after a Loss** (not applicable in respect of Stock in Transit and Deterioration of Stock)

In the absence of written notice by the Policyholder or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

Index Linking

If shown in the Schedule as applicable the Company will adjust the sum insured (and the Declared Value where appropriate) by each item except Rent in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts

Transfer of Interest

If at the time of any insured Damage to any building insured the Policyholder shall have contracted to sell their interest in the building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Policyholder or the Company under this insurance up to the date of completion

Workmen

Workmen are allowed on the Premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like without prejudice to this insurance

**Risk Protections** (applicable only when the Policyholder is responsible for Risk Protections)

A Automatic Sprinkler and Fire Alarm Installations

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation}

The Policyholder shall

1) take all reasonable steps to

A) prevent frost and other damage to the installations and in so far as it is their responsibility

B) maintain the installations (including the automatic external alarm signal) in efficient condition

C) maintain ready access to the water supply control facilities

2) in the event that changes repairs or alterations to the installations are proposed notify the company in writing and obtain its prior agreement in writing

3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations

4) carry out the routine tests laid down by the Company and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company

Notice of any such action will be given by the Company in writing

**B Fire Extinguishing Appliances**

(Applicable if a reduced premium rate is allowed on account of the appliances)

The Policyholder shall maintain all fire extinguishing appliances in efficient working order

**C Security Precautions**

(Applicable to any cover granted in respect of Damage by Theft and Money and where the Policyholder is responsible for said Security Precautions)

It is a requirement of this insurance that

A) in respect of any Intruder Alarm System installed at the Premises

1) the intruder Alarm System is maintained in full and effective working order

2) the Business Premises are not left unattended unless the Intruder Alarm System is tested and set in its entirety

3) where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company

4) no alteration to or substitution of

A) any part of the Intruder Alarm System

B) the procedures agreed by the Policyholder for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System

C) the maintenance contract

shall be made without the written agreement of the Company

5) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company

6) the Policyholder shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended

7) in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Business Premises without delay

8) in the event that the Policyholder receives any notification

A) from the police alarm installer or maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

C) that the Intruder Alarm System cannot be returned or maintained in full working order the Policyholder shall advise the Company as soon as possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements stipulated by the Company

B) whenever the Business Premises are left unattended

1) all locks bolts and other protective devices are in full and effective operation

2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

C) out of working hours all keys and notes of combination lock letters and numbers of safes and strongrooms containing money are removed from the business premises

**Interpretations**

Intruder alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Policyholder who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the Premises occupied by the Policyholder for the purposes of the Business described in the Schedule

**D The Minimum Standard of Security**

(Applicable to any cover granted in respect of Damage by Theft and where the Policyholder is responsible for said Minimum Standards of Security)

It is a requirement of this Insurance that the following security measures are in place at the Policyholder's Premises by the Effective Date stated in the Schedule unless otherwise stated in the Schedule

A) the Final Exit Door of the Premises be fitted with a mortice deadlock which has 5 or more levers and/or conforms to BS3621 : 1980 specification for thief resistant locks and matching boxed striking plate

B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business be fitted with either

1) A mortice deadlock with matching boxed striking plate as specified in A) above

or

2) Two key – operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

C) all ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes are to be fitted with key-operated window locks This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designed a fire exit by the fire authority is excluded from these requirements

Failure to comply with any of these requirements may result in the Company not paying the Policyholders Property Damage claim

# Business Interruption Insurance

If Damage by any of the Covers insured occurs at the Premises

A) to property used by the Policyholder for the purpose of the Business which causes interruption of or interference with the Policyholder's Business at the Premises

B) which prevents the Policyholder from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to them

the Company will pay to the Policyholder

1) in respect of A) the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance

   provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Policyholder in the property

2) in respect of B) the amount of loss resulting from the Damage in accordance with the provisions of the insurance

The Company's liability in any one Period of Insurance shall not exceed in the whole

1) in respect of A) the total sum insured or in respect of any item its sum insured or any other stated limit of liability

2) in respect of B) the sum of £5,000 or any other limit of liability stated in the Schedule

For the purpose of this insurance Damage shall mean loss destruction or damage

**Covers**

The following are the Covers insured except as otherwise stated in the Schedule

1 A **Fire** excluding Damage

   1) by explosion resulting from fire

   2) to property caused by its undergoing any process involving the application of heat

B **Explosion** excluding

   1) damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only

   2) loss resulting from the Policyholder being deprived of the use of any vessel machine or apparatus or its contents as a result of the explosion thereof

   but this shall not exclude explosion of

   – any boiler used for domestic purposes only or of any other boiler or economiser on the Premises

   – gas used for domestic purposes only

C **Lightning**

D **Aircraft**

2 **Earthquake** excluding Damage caused by fire

3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage

   1) arising from confiscation requisition or destruction by order of the government or any public authority

   2) arising from cessation of work

4 **Storm or Flood** excluding Damage

   1) attributable solely to change in the water table level

   2) caused by frost subsidence ground heave or landslip

   3) to fences gates and moveable property in the open

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

   1) by water discharged or leaking from an automatic sprinkler installation

   2) in respect of any building which is empty or not in use

6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal

7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage

   1) by freezing in any building which is empty or not in use

   2) by heat caused by fire

8 **Theft (which shall be deemed to include attempted theft)** excluding Damage

   1) which does not involve

      – entry to or exit from a building by forcible and violent means or

      – actual or threatened assault of violence

   2) to property in transit

9 **Subsidence ground heave or landslip** excluding Damage

   1) arising from the settlement or movement of made-up ground or by coastal or river erosion

   2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises

   3) arising from normal settlement or bedding down of new structures

   4) commencing prior to the granting of cover under this insurance

10 **Any other accident** (excluding Damage)

   1) by any of

      A) the Covers

B) the causes expressly excluded from the Covers

specified in paragraphs 1-9 and 11-14 (whether or not insured)

2) to any property caused by

A) its own faulty or defective design or materials

B) inherent vice latent defect gradual deterioration wear and tear

C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their employees

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

3) caused by

A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects

B) change in temperature colour flavour texture or finish

C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude

1) such Damage which itself results from other Damage and is not otherwise excluded

2) subsequent Damage which itself results from a cause not otherwise excluded

4) caused by

A) pollution or contamination

B) acts of fraud or dishonesty

C) disappearance unexplained or inventory shortage misfiling or misplacing of information

5) to

A) a building or structure caused by its own collapse or cracking

B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust

C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

6) to

A) property in transit

B) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft

D) land roads pavements piers jetties bridges culverts or excavations

E) livestock growing crops or trees

11 **Oil** escaping from a fixed heating installation or apparatus connected therewith

12 **Falling trees** or parts thereof excluding Damage caused by felling or lopping by or on behalf of the Policyholder

13 **Damage to Buildings** caused by falling television or radio receiving aerials aerial fittings and masts

14 **Accidental Damage** for which the Policyholder is responsible to the underground water gas and drain pipes or electricity cable extending from the Buildings to the public mains

**Exclusions**

The Company shall not be liable for loss resulting from

A War and Allied Risks

Damage occasioned by

1) riot or civil commotion unless such Cover is specifically insured and then only to the extent stated

2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion, revolution insurrection or military or usurped power

B Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C Pollution and Contamination

pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

1) pollution or contamination which itself results from any Cover insured (other than Cover 10)

2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

D Radioactive Contamination

Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from

1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

E Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means:

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

1) influence any government or any international governmental organisation or

2) put the public or any section of the public in fear

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

**The Insurance Provided**

Items on Gross Profit

Subject to the provisions below the Company will pay as indemnity –

A) 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 falls short of the Standard Turnover in consequence of the Damage

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 total of

- the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided plus

- 5% of the sum insured by the item (but not more than £250,000)

The following are the provisions referred to above

1 Alternative Trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on the Policyholder's behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the turnover during the Indemnity Period

2 Savings

If any of the charges or expenses of the Business payable out of Gross Profit cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable

3 Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

4 Underinsurance

If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced

Outstanding Debit Balances

Subject to the provisions below the Company will pay as indemnity -

A) The difference between

1) the Outstanding Debit Balances

and

2) the total of the amounts received or traced in connection with such balances

B) The additional expenditure incurred with the consent of the Company in tracing and establishing customers' debit balances after the Damage

The following are the provisions referred to above

1 Professional Accountants' charges

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts

2 Limit of Liability

The Company's liability in any Period of Insurance shall not exceed in the whole the sum of £5,000 or any other limit of liability stated in the Schedule

**Definitions**

The following notes refer to the Definitions stated below

1 To the extent that the Policyholder is accountable to the tax authorities for Value Added tax all terms in this insurance shall be exclusive of such tax

2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

3 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods due provision being made for depreciation

4 The Uninsured Variable costs have the meaning usually attached to them in the Policyholder's accounts

5 In the definition of Insurable Amount the amount of Gross Profit shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

Indemnity Period

the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

Turnover

the money paid or payable to the Policyholder for goods sold and delivered and for services rendered in course of the Business at the Premises

Gross Profit

the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed

the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs

Uninsured Variable Costs

– Purchases and related discounts

– Bad debts

unless otherwise stated in the Schedule

Rate of Gross Profit
the rate which Gross Profit would have borne to Turnover during the Indemnity Period

Standard Turnover and
the Turnover which would have been obtained during the Indemnity period

Insurable Amount
the Gross Profit which would have been earned in the twelve months immediately following the date of the Damage

} had the Damage not occurred after account has been taken of the trends of the Business of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred

Outstanding Debit Balances

The total recorded under the provisions of Debit Recording adjusted for

A) bad debts

B) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the credit accounts of the Business in the period between the date to which the last monthly record relates and the date of the Damage

and

C) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

**General Extensions**

The insurance is extended to include loss as insured in consequence of

1 A) closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public authority as a result of a notifiable human disease manifesting itself at the Premises

B) Injury or illness sustained by any customer or employee arising from or traceable to foreign or injurious matter in food and drink sold from the Premises

C) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate consequent upon defects in the drains and other sanitary arrangements at the Premises

D) murder or suicide occurring at the Premises

E) vermin and pests at the Premises

F) damage (but excluding obstruction by snow or flood water) to property in the vicinity of the Premises by any of the Covers insured which

1) hinders or prevents the use of the Premises or access thereto or

2) causes a fall in the number of customers attracted to the vicinity of the Premises whether the property used by the Policyholder for the purpose of the Business shall be damaged or not

but excluding Damage which prevents or hinders the supply of electricity gas water or telecommunications services

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured by this insurance

2 Damage by any of the Covers insured to any suppliers' premises within Great Britain Northern Ireland the channel Islands or the Isle of Man up to a limit of 10% of the Gross Profit Sum Insured

3 Damage by any of the Covers insured to property at any generating station or substation of the public electricity supply undertaking land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the public water supply undertaking from which the Policyholder obtains electricity gas or water shall be deemed to have resulted from Damage to property at the Premises

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured by this insurance

**General Memoranda**

Payments on Account

Payments on account may be made during the Indemnity Period if desired

Automatic Reinstatement after a Loss

(not applicable in respect of Outstanding Debit Balances or Loss of Liquor Licence)

In the absence of written notice by the Policyholder or the Company to the contrary the Company's liability shall not be reduced by the amount of any loss the Policyholder undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

Records

The Policyholder shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to claim shall supply that record to the Company

Failure to comply with this requirement may result in the Company not paying the Policyholder's Outstanding Debit Balances claim

Misuse or Contamination of Computer Systems

Insofar as this insurance covers loss resulting from Computer Misuse the Company's liability in respect of any such loss shall not exceed £100,000 (or the total sum insured or any other stated limit of liability if less) after the application of all the provisions of the insurance including any deductible

Computer Misuse shall mean the deliberate or accidental misuse or contamination of any computer system (including programs and data) from

A) Any act executed through accessing the system

B) Any infection of any kind within the system

# Money Insurance

**Section 1 Money**

The Company will pay to the Policyholder up to the Limit of Liability for any loss of or damage to the Money and property described in Items 1 to 5 below

provided that

A) as regards Item 3 the loss or damage is due to robbery or attempt thereat

B) as regards Item 5 the loss or damage is due to theft or attempt thereat and

C) the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

| Item No. | | Limit of Liability any one loss |
|---|---|---|
| 1 | Money as described in Interpretation 1A | |
| | A) In the Policyholder's Premises during Working Hours or in transit or in a bank night Safe and thereafter within bank premises until at the bank's risk | £2000 |
| | B) In the Policyholder's Premises out of Working Hours | |
| | 1) in locked safes or strongrooms as shown in the schedule | £2000 |
| | 2) In all other locked safes or strongrooms | £1,000 in total |
| | 3) not in a locked safe or strongrooms | £Nil |
| | C) in the Policyholder's residence or that of any of the Policyholder's directors partners or employees of the Policyholder | |
| | 1) whilst in a locked safe or whilst an adult is in the residence | £500 |
| | 2) otherwise | £250 |
| 2 | Money as described in Interpretation 1B | £250,000 |
| 3 | Clothing and personal effects (not exceeding £25 per person in personal money) belonging to the Policyholder or any of the Policyholder's directors partners or employees while engaged in the Business | £250 per person |
| 4 | Stamped or impressed National Insurance Cards | Unlimited |
| 5 | Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Policyholder or for which the Policyholder is responsible | Unlimited |

**Exclusions**

The Company shall not be liable for

1) loss by theft by any director partner or employee of the Policyholder not discovered within seven working days of the occurrence

2) shortage due to error or omission

3) loss from an unattended vehicle

4) loss due to the use of counterfeit Money

5) loss or damage arising from riot or civil commotion in Northern Ireland and the Republic of Ireland

6) Terrorism

   Damage occasioned by or happening through or in consequence directly or indirectly of:

   A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

   and

   B) in Northern Ireland civil commotion

   This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism

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

   In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

7) losses not within Great Britain Northern Ireland the Republic of Ireland and the Channel Islands or the Isle of Man

8) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

9) loss or damage directly arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

10) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from

    1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

    2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11) the first £100 of each and every loss

**Interpretations**

1 Money shall mean

A) cash bank notes currency notes uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage and revenue stamps National Insurance stamps (not fixed to cards) National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens trading stamps

B) crossed cheques (other than pre-signed blank cheques) crossed bankers' drafts crossed giro cheques and crossed postal orders crossed money orders unused units in franking machines National Savings Certificates Premium Bonds credit company sales vouchers VAT purchase invoices

belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business

2 Working Hours shall mean

the period during which the Premises are actually occupied for Business purposes and during which the Policyholder or those of the Policyholder's employees who are entrusted with Money are in the Premises

**Special Conditions**

Contribution

If at the time of any claim under this insurance the Policyholder is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

**Section 2 Personal Injury (Robbery)**

In the event of the Policyholder or any director partner or employee of the Policyholder (hereinafter called the Insured Person) sustaining accidental Bodily Injury which

A) is sustained solely and directly as a result of robbery or attempt thereat while such Insured Person is engaged in the Business and

B) within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed

the Company will pay the appropriate Benefit to the Policyholder in accordance with the number of Units of cover as shown the Schedule

Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

Exclusions

The Company will not pay the Benefit if

1 Bodily Injury is 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 five years

2 Bodily Injury Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person having a physical or mental defect of any sort which was known either to the Policyholder or the Insured Person when the Policy was issued or at renewal

However the exclusion shall not apply if the defect has been notified to the Company and accepted in writing

Interpretations

1 Benefits shall mean

1) Death

Disablement

2) Loss of one or more Limbs or Eyes

3) Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind

4) Temporary Total Disablement from usual occupation

5) Medical Expenses necessarily incurred in the treatment of the Insured Person

2 The amount payable for each Unit of cover shall be:

Benefit

1) £5000

2) £5000

3) £5000

4) £50 per week for a maximum of 104 weeks in all and not necessarily consecutive

5) Reimbursement up to 15% of the amount payable under Benefit 4

3 Loss of Limb shall mean

A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg

B) in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

4 Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred

A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

5 Medical Expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

# Deterioration of Stock Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

**Interpretations**

Damage

Damage shall mean physical loss damage or destruction

Reinstatement of Loss

In consideration of the Policyholder agreeing to pay the company an appropriate additional premium the Company will automatically reinstate the sum Insured in full after loss or Damage as insured hereby has occurred subject to

A) the cause of such loss or Damage being rectified before reinstatement of the Sum Insured is effective

B) such reinstatement not applying to the original loss or Damage nor to any succeeding loss or Damage arising out of the same continuous cause

C) the Company not giving the Policyholder notice within 30 days of the Policyholder reporting the loss or Damage to the company that the Company will not reinstate the Sum Insured

Stock in the Cold Chamber

The term 'stock in the cold chamber' shall be deemed to include the stock which at the time of the loss or Damage giving rise to such deterioration or putrefaction is elsewhere on the Premises but which would in the normal course be placed in the said cold chamber

The Policyholder's Contribution

The first £100 of each and every loss borne by the Policyholder or otherwise specified in the Schedule as ascertained after the application of the Underinsurance Condition

**Cover**

In the event of loss or Damage by deterioration or putrefaction of Stock in the Cold Chamber of any machine detailed in the Schedule while at the Premises

A) due to the rise or fall in temperature resulting from any cause not hereunder excluded or

B) due to the action of refrigerant fumes which have escaped from the machine

during any period of Insurance at the commencement of which such machine does not exceed the age of ten years and is under 2 horse power

The Company will pay to the Policyholder the amount of such loss or Damage but not exceeding as far as each item is concerned the sum Insured or in all the Total Sum Insured

**Exclusions**

The Company shall not be liable in respect of

1) deterioration or putrefaction resulting from Damage at the Premises by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation

2) loss or Damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the Policyholder

3) loss of goodwill or other consequential loss of any nature whatsoever

4) the Policyholder's Contribution

5) loss destruction or Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

6) loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from

   A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

7) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military of usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland

8) Electronic Risk

   A) Damage to Data which shall include but shall not be limited to

      1) Damage to or corruption of Data whether in whole or in part

      2) Unauthorised appropriation of use of access to or modification of Data

      3) Unauthorised transmission of Data to any third parties

      4) Damage arising out of any misinterpretation use or misuse of Data

      5) Damage arising out of any operator error in respect of Data

   B) Damage to the Property Insured arising directly or indirect from

      1) the transmission or impact of any Virus

      2) unauthorised access to a System

      3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication

4) Failure of a System

5) Anything described in A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage dose not arise by reason of any malicious act or omission

9) Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means:

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

**Definitions**

**Data** shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**Failure of a System** shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

**Microchip** shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers

**System** shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Virus** shall mean programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a system transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self replication or not

# Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response**

Step 1

If your complaint relates to your policy then please contact the sales and service team number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet. We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

**Email:** crt.halifax@uk.rsagroup.com

**Our promise to you**

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint

**If you are still not happy**

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

**Telephone:** 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

**Email:** complaint.info@financial-ombudsman.org.uk
**Website:** www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced

**Thank you for your feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right

# How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance

**Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc. You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated

**How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider

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

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

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

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request

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

We will not keep your information for longer than is necessary

**Sensitive Information**

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

**How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA

Royal & Sun Alliance Insurance plc (No. 93792).
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Chart Way, Horsham, West Sussex, RH12 1XL.
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