

Commercial Combined Policy Summary

Summary of Cover

The following summary does not contain the full terms and conditions of the contract which can be found in the *Policy* wording (including any *Schedules* or *Endorsements* issued), a copy of which is available upon request. It is important that *You* read the *Policy* document carefully when *You* receive it. The summary does NOT form part of *Your* contract of insurance and is only a guide to demonstrate the cover that can be available.

Insurer

This insurance *Policy* is underwritten by Contessa Limited on behalf of AXIS Specialty London, a UK branch of AXIS Specialty Europe SE.

Contessa Limited have been authorised by the insurers named, to transact insurance business on their behalf. Contessa Limited are authorised and regulated by the Financial Conduct Authority under reference number 308489. Registered Company No. 4466632 England. Registered Office: Suite 732, 7th Floor, Lloyd's Building, One Lime Street, London EC3M 7HA.

Your Agent

The broker or other intermediary who arranged this insurance for *You*.

About Your Policy

This insurance only relates to those sections of the insurance which *You* requested and *We* have agreed to insure.

Period of Insurance

The period covered by this insurance is normally for 12 months (unless otherwise stated on the *Schedule*).

Cancellation

We can cancel this insurance contract by giving *You* 14 days' notice in writing to *Your Agent*. *You* may also cancel this insurance contract by giving 14 days' notice in writing to *Your Agent* or to *Us* directly. Any return *Premium* due to *You* under the property sections (Sections 1 to 6) will usually be a pro-rata amount (unless specified otherwise on the *Schedule*) provided that no claims have been made under the *Policy* nor any events having occurred which may give rise to a claim but has yet to be reported to *Us*. Liability sections (Sections 7 and 8) are not subject to any return of *Premium*.

Your Obligations

You have an obligation at both presentation of the risk to *Us* at inception, renewal and variation of the *Policy* to make a fair presentation of the risk which includes disclosing to *Us* all material facts and circumstances, and to carry out a reasonable search to discover these material facts and circumstances. Failure to do so may cause the *Policy* to be void, cause additional terms and conditions to apply and/or, in the event of a claim, proportionately reduce the value of *Your* claim (in accordance with the Insurance Act 2015).

If *You* or *Your Agent* have acted deliberately or recklessly in failing to make a fair presentation which includes disclosing all material facts and circumstances, then *We* may be entitled to cancel the *Policy* from its start date or renewal date and retain any *Premiums* paid.

Making a fair presentation includes the disclosure of material facts and circumstances which the Underwriter/*We* may wish to know in deciding whether to underwrite the risk and/or the terms upon which to underwrite the risk. They may be relevant either to the physical risk or to the personal background and characteristics (including financial) of *You* and/or any director, partner, officer and/or principal of *Your Business*. It is important that *Your Business* should have a system in place to ensure that all material facts and circumstances are disclosed in order to be able to make a fair presentation.

Should *You* be in any doubt as to whether information is accurate or material, *You* should discuss it with *Your Agent*. If in doubt, *You* should disclose it. *We* are keen to work in partnership with *You* to avoid any misunderstandings.

Making a Claim

If any incident occurs which might result in a claim *You* should report this to *Us* immediately through *Your Agent* (whose details will appear on the *Schedule*.)

You should refer to the Claims Procedure in the *Policy* for full details of the claims procedure since failure to comply may invalidate *Your* claim. The Claims Procedure includes details of *Your* Obligations, *Our* Rights, and our position regarding Fraud.

Complaints Procedure

Our aim is to ensure that We deal with Your insurance promptly, efficiently and fairly through Your Agent. Please refer to the Complaints Procedure in Your Policy for full details of who to contact should You have any questions or concerns about Your Policy or the handling of a claim.

In the event that You remain dissatisfied You may be able to refer the matter to the Financial Ombudsman Service or the Financial Services Ombudsman Bureau, depending on who Your insurer is. Please refer to Your Schedule and the Policy for full details.

Cover Available

The different sections of cover available are as below. These sections are applicable only if the Schedule shows that they are included or covered. Please refer to Your Schedule for details. For the avoidance of doubt, if any sections do not appear in Your Schedule, then they are not covered.

- Section 1 – Property Damage
- Section 2 – Business Interruption
- Section 3 – Money
- Section 4 – Goods in Transit
- Section 5 – Loss of Licence
- Section 6 – All Risks – Specified Items
- Section 7 – Employers' Liability
- Section 8 – Public and Products Liability

Setting Your Sums Insured

This Policy requires You to specify a Total Sum Insured for each category of Property Insured and/or a Sum Insured for individual items of Property Insured.

To ensure that You recover an adequate indemnity in the event of a loss it is essential that the Sums Insured and Total Sums Insured are accurate. Otherwise, the amount payable by Us in the event of a claim may be reduced in proportion to the amount of any underinsurance.

Accordingly, the Sums Insured and Total Sums Insured should reflect up-to-date cost of rebuilding and /or values (as appropriate) of all items which You want to insure. **Please note:**

- The cover provided for Buildings and Contents is on a Reinstatement basis (unless specified otherwise) which means that You should set the Sums Insured and Total Sums Insured for these items carefully by reference to the full cost of rebuilding the Buildings to a condition equivalent to when new, or replacing the Contents with equivalent new items. It is important that You include an allowance for the cost of Debris Removal, Professional Fees and any Increased Cost of Construction expenses that would be required in order to reinstate the Property Insured were it to be completely destroyed.
- The definition of Gross Profit for the purposes of an insurance Policy will often vary from the definition appearing in Your accounts.

We would strongly recommend that You discuss these aspects with Your Agent.

Conditions Precedent

The importance of **conditions precedent** is highlighted on pages 13-14 of this document. If You are unable to comply with any **condition precedent** You should contact Us as soon as reasonably possible, and in any case within 7 (seven) days, through Your Agent. We will decide whether We might be prepared to agree a variation of the Policy. **All conditions precedent remain effective unless You receive written confirmation of a variation from Us through Your Agent.**

Applicable to Section 1 – Property Damage and Section 2 – Business Interruption of the Policy. This Policy insures only those Insured Perils which are specified in the Schedule

Perils	Significant and unusual limitations or exclusions
Fire	<ul style="list-style-type: none">• Resultant explosion;• Spontaneous combustion, fermentation or heating;• Property undergoing any heating process or application of heat;• Over-running, short-circuiting or leakage of electricity.
Lightning	
Explosion (of boilers or gas used for domestic purposes only)	<ul style="list-style-type: none">• Bursting by steam pressure;

	<ul style="list-style-type: none"> • Where there is no insurance or inspection service contract to comply with statutory regulation; • Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
Aircraft or other aerial devices or articles dropped therefrom	<ul style="list-style-type: none"> • Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part in Labour Disputes or Malicious Persons	<ul style="list-style-type: none"> • Cessation of work; • <i>Damage</i> by malicious persons to <i>Unoccupied Buildings</i> or <i>Contents</i>; • Theft or Attempted Theft by malicious persons.
Earthquake	
Storm	<ul style="list-style-type: none"> • Escape of water from natural confines; • Caused by inundation from the sea; • <i>Damage</i> to movable property in the open, fences and gates; • Open-sided, open-fronted or not water/weather tight <i>Buildings</i> or their <i>Contents</i>
Flood	<ul style="list-style-type: none"> • <i>Damage</i> to movable property insured in the open, fences and gates; • Open-sided, open-fronted or not water/weather tight <i>Buildings</i> or their <i>Contents</i>; • Changes in water table level; • Frost, subsidence, ground heave or landslip; • Escape of water from a water tank, apparatus or pipe; • <i>Any Building or Contents</i> whilst <i>Unoccupied</i>
Escape of water from any water tank, apparatus or Pipe	<ul style="list-style-type: none"> • <i>Damage</i> caused by water discharged or leaking from any automatic sprinkler installation; • <i>Any Building or Contents</i> whilst <i>Unoccupied</i>
Impact by any road vehicle or animal not belonging to You or under the control of any occupier of the premises or Your Employees or employees of any other occupier of the premises whilst acting in the course of their employment	<ul style="list-style-type: none"> • Any property insured in transit; • Arising from theft or attempted theft; • <i>Any Building or Contents</i> whilst <i>Unoccupied</i>
Theft or Attempted Theft (Only where entry to or exit from the Premises is by forcible and violent means.)	<ul style="list-style-type: none"> • <i>Damage</i> caused by fire or explosion; • Collusion • Property in the open or in open-sided or open-fronted <i>Buildings</i> or <i>Buildings</i> without permanent foundations, unless expressly stated to be covered in the <i>Schedule</i>, or in vehicles; • Theft of Money; • <i>Damage</i> to any cash register when <i>Premises</i> are closed unless the register or till has been left open; • Theft occurring when the <i>Buildings</i> are <i>Unoccupied</i>; • Theft by any person lawfully on the <i>Premises</i>.
Subsidence or Ground Heave or Landslip	<ul style="list-style-type: none"> • <i>Damage</i> to land, yards, car parks, roads, pavements, forecourts, walls, gates and fences (unless also affecting an insured structure); • Normal settlement or bedding down of new structures, the settlement or movement of made-up ground, coastal or river erosion; • Defective design or workmanship or the use of defective materials; • Fire, subterranean fire, explosion, earthquake, or the escape of water from any tank apparatus or pipe; • <i>Damage</i> which originated prior to the inception of this cover; • Resulting from demolition, construction, structural alteration, or repair of any property or groundworks or excavation at the same <i>Premises</i>; • to any <i>Building</i> or its <i>Contents</i> whilst <i>Unoccupied</i>.
Spontaneous Combustion (OPTIONAL PERIL) – Damage to the Property Insured caused by its own spontaneous combustion, fermentation or heating	
Breakage or Collapse of television and radio aerials, satellite dishes, aerial fittings and masts (OPTIONAL	Excluding <i>Damage</i> to these items.

PERIL)	
Leakage of Fuel from any fixed oil heating installation (OPTIONAL PERIL)	
Accidental Escape of Water from any Automatic Sprinkler Installation(s) (OPTIONAL PERIL)	<ul style="list-style-type: none"> • <i>Damage</i> by freezing whilst the <i>Premises</i> in <i>Your</i> ownership and/or tenancy are empty or disused; • Caused by explosion (including blowing up of buildings or blasting) or earthquake or subterranean fire or heat caused by fire; • To the automatic sprinkler installation(s) other than that caused by water accidentally discharged or leaking from the installation(s).
Accidental Physical Damage (OPTIONAL PERIL)	<ul style="list-style-type: none"> • Scratching or denting or other cosmetic deterioration; • Breakage of articles of a brittle nature (to include Glass but not jewellery); • Change in temperature, colour, flavour, texture or finish or taint; • Electrical or magnetic disturbance or erasure of electronic recordings; • Acts of fraud or dishonesty (not including theft); • Unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information or clerical error; • Climatic or atmospheric conditions or extremes of temperature; • Theft or attempted theft • <i>You</i> voluntarily parting with title or possession of any property or rights to property • Cessation of work • The solidification of molten material • Felling or lopping trees • Any other <i>Insured Peril</i> and/or any cause(s) specifically excluded from such <i>Insured Peril</i> • <i>Buildings</i> or structures caused by their own collapse or cracking unless resulting from any other <i>Insured Peril</i> and/or any cause(s) specifically excluded from such <i>Insured Peril</i> • 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; • <i>Buildings</i> that are <i>Unoccupied</i>; • Property in the open or in transit; • Vehicles licensed for road use (including accessories), caravans, trailers, watercraft or aircraft, railway locomotion or rolling stock; • Livestock, growing crops or trees; • Jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art, china, earthenware, marble or other fragile objects; • <i>Glass</i> and <i>Sanitary Fittings</i>; • <i>Property Insured</i> undergoing any process of production or undergoing any process of dyeing, packaging, treatment, testing, commissioning cleaning, servicing, repair or any other similar process; • Corrosion, rust, wet or dry rot, inherent vice, latent defect, gradual deterioration, frost, any gradually operating cause, or wear and tear; • Faulty or defective design, workmanship or the use of defective materials in the construction or manufacture of any <i>Property Insured</i> • Shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, mould or fungus; • (including due to power surge unless caused by an <i>Insured Peril</i>) mechanical or electrical breakdown, derangement, short-circuiting or overloading in

	<p>respect of the particular machine apparatus or equipment in which such breakdown or derangement originates;</p> <ul style="list-style-type: none"> • Settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, groundheave, landslip or coastal erosion; • Faulty manipulation; • Nipple or 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; • Operational error or omission; • Pressure waves (including but not limited to sonic booms) from aircraft or aerial devices.
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SECTION 1 – PROPERTY DAMAGE: COVER

At *Our* own option, *We* will either pay *You* the *Cost of Reinstatement* or the *Amount of Damage*, or reinstate, repair or replace the item or part of it which is damaged, depending on the circumstances and property damaged.

Cover includes:	Significant and unusual limitations or exclusions
Automatic Reinstatement of <i>Sum Insured</i> following <i>Damage</i> to Buildings, Contents, Stock and other items listed in the <i>Schedule</i>	<ul style="list-style-type: none"> • The <i>Excess</i> shown in the <i>Schedule</i> • <i>You</i> may be required to pay additional <i>Premium</i> from the date of <i>Damage</i> to the end of the <i>Period of Insurance</i> and <i>You</i> may have to take immediate steps to carry out any measures that <i>We</i> may require to prevent further <i>Damage</i> and/or enhance the security of the <i>Premises</i>.
Contract Sale Price	
Designation of Property	
Hire Agreements	

Optional Clauses (if specified in the *Schedule*) include Day One Basis (Non Adjustable) Clause and/or Landlords' Non-Invalidation and/or Seasonal Increase.

Automatic Extensions (subject to terms and conditions) include:

- Capital Additions including any newly acquired buildings and also any alterations or additions to existing buildings up to £500,000 or 10% of the Buildings Total Sum Insured whichever is the lower.
- Customers' Goods up to £10,000 in the aggregate
- Deterioration of Food up to £2,500 any one claim
- Drains (clearing drains, sewers or gutters following insured *Damage*) up to £5,000 any one item and up to £10,000 in the aggregate
- Fire Extinguishment Expenses up to £5,000 any one claim
- *Glass* up to £5,000 any one claim
- Landscaped Areas up to £25,000 any one loss
- Locks up to £5,000 any one loss
- Loss of Metered Water up to £5,000 in the aggregate
- *Rent Payable* up to £10,000
- Sanitary Fittings up to £5,000
- *Stock* Debris Removal Costs up to £100,000 or 10% of the *Stock Total Sum Insured* whichever is lower.
- Temporary Removal up to £50,000 or 10% of the *Total Sum Insured* for the category (excluding *Stock*) whichever is lower, in the aggregate
- *Damage to Buildings* (where *Buildings* are not insured under the *Policy*) caused by Theft or Attempted Theft to windows, doors, locks, gates, intruder alarms and other security protections - up to £10,000 in the aggregate.
- Trace and Access up to £15,000 in the aggregate.

SECTION 2 – BUSINESS INTERRUPTION: COVER

If *Your Business* is interrupted during the *Period of Insurance* as a direct consequence of a valid claim under Section 1 – Property Damage, *We* will pay *You* an indemnity, under one or more of the following sections up to the *Sum Insured* or *Limit of Indemnity* as shown in *Your Schedule*:

- 2A – Loss of Gross Profit

- 2B – Loss of Gross Revenue
- 2C – Increase in Cost of Working
- 2D – Additional Increase in Cost of Working
- 2E – Loss of Rent Receivable

It is important that *You* understand the Section Definitions – for example, the definition of *Gross Profit* or *Gross Revenue* will not necessarily be the same figure in *Your* accounts. Due care should be taken when calculating *Your Gross Profit* or *Gross Revenue Sums Insured* to avoid Underinsurance and *You* must refer to the definitions provided within the *Policy*. Failure to adequately calculate *Your Sums Insured* could result in a proportionately reduced amount if *You* are underinsured, or in severe cases, no payment at all in cases of non-disclosure. *We* strongly recommend that *You* speak to *Your Agent*.

Optional Clauses (if stated in *Your Schedule*) include Declaration-linked cover – (applicable to 2A – Loss of Gross Profit or 2B – Loss of Gross Revenue) up to 133.33% of the *Estimated Gross Profit* or *Estimated Gross Revenue* as stated in the *Schedule*. However, *You* will be required to provide a declaration confirmed by *Your* auditors or professional accountants within 6 months of the expiry of the *Policy* and an adjustment premium may be due.

Automatic Extensions (subject to terms and conditions) applicable to 2A – Loss of Gross Profits, 2B – Loss of Gross Revenue and 2C – Increase in Cost of Working:

- *Damage* to property not insured under Section 1 – Property Damage:
 - Failure of Public Supply (for failures exceeding 4 hours)
 - Prevention of Access (for damage to property within a 1 mile radius of the insured property)
- Denial of Access (limited to 3 months)

Optional Extensions (if stated in *Your Schedule*) applicable to 2A – Loss of Gross Profits, 2B – Loss of Gross Revenue and 2C – Increase in Cost of Working:

- *Damage* to property not insured under Section 1 – Property Damage:
 - Contract Sites
 - Damage in the Vicinity
 - Exhibition Sites
 - Property Stored within the *Territorial Limits* and outside *Your Premises*
 - Specified Customers
 - Specified Suppliers
 - Unspecified Customers
 - Unspecified Suppliers and Storage Sites
 - Transit
- Infectious Diseases/Death (limited to 3 months)

Section 2F – Book Debts

We will indemnify *You* for loss resulting from insured *Damage* to *Your* books of account or other *Business* books and consequently, *You* being unable to trace or establish the *Outstanding Debit Balances* in whole or in part due to *You*. Restrictions apply – please refer to the *Policy* wording.

Conditions Precedent include the maintenance and backing up of Records and that *Your* books of account or other *Business* books or records in which *Outstanding Debit Balances* are shown shall be kept in Fire Resisting Safes or Fire Resisting cabinets when not in use.

SECTION 3A – MONEY: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p><i>We</i> will indemnify <i>You</i> for loss of <i>Money</i>, limits as per <i>Schedule</i>, within the United Kingdom, the Channel Islands or the Isle of Man. In the event of loss of, destruction of, or <i>Damage</i> to safes, strong rooms, tills, cash registers, franking machines and special money-carrying cases, cover also includes repair or replacement.</p>	<ul style="list-style-type: none"> • The <i>Excess</i> shown in the <i>Schedule</i> • Shortages from accounting errors or other clerical errors, or omissions or unexplained disappearances • Loss due to fraud or dishonesty of any <i>Employee</i> or member of their or <i>Your</i> family i) not discovered within 14 days or ii) more specifically insured elsewhere except in respect of any loss beyond the amount payable under such other insurance(s) • Loss of <i>Money</i> from gaming, vending or change machine unless specified otherwise • Loss of <i>Money</i> from unattended vehicles • Loss outside of the United Kingdom, the Channel

	<p>Islands or the Isle of Man</p> <ul style="list-style-type: none"> • Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic equipment. • Loss resulting directly or indirectly from the use of any form of payment which proves to be counterfeit, false, invalid, uncollectible, or irrecoverable for any reason. • Loss of <i>Money</i> whilst in the custody of any security company employed by <i>You</i> unless specifically mentioned as included up to a limit of liability as stated in the <i>Schedule</i> and the security company is as agreed by <i>Us</i>.
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Conditions Precedent include *You* having to:

- leave any till or cash register open, empty and unlocked outside of *Business Hours*.
- Keep locked any till or cash register if left unattended during *Business Hours*
- Keep a daily record of all *Money* in Transit and on the *Premises*, and keeping the record in a safe place other than the safes or place containing the *Money*
- Keep the office, room or area where the safe or strong room containing the *Money* is situated locked when unattended and safe/strongroom keys removed from the *Premises* or kept on the person of an authorised *Insured Person*
- Give immediate notice to the organisation which issued the card upon becoming aware of the loss of any credit card
- Give immediate notice to the Police upon discovery of any loss which gives rise to a claim under this Section and provide *Us* the crime reference number
- Comply with the minimum escort requirements for any Negotiable Items valued over £2,500 (see page 47 of the *Policy* wording)

SECTION 3B – ASSAULT: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p>Benefits are payable for <i>Bodily Injury</i> sustained by any <i>Insured Person</i>, whilst engaged in <i>Your Business</i>, during the <i>Period of Insurance</i>, as a direct result of malicious attack or assault or attempted attack or assault by any person stealing or attempting to steal <i>Money</i> insured by this Section, resulting in:</p> <ul style="list-style-type: none"> • <i>Death</i> • <i>Loss of Sight</i> • <i>Loss of Limb</i> • <i>Permanent Total Disablement</i> • <i>Medical Expenses</i> • <i>Damage</i> to clothing and personal effects belonging to an <i>Insured Person</i> • <i>Temporary Total Disablement</i> (up to a specified number of weeks) 	<ul style="list-style-type: none"> • The <i>Excess</i> shown in the <i>Schedule</i>. No indemnity is provided: <ul style="list-style-type: none"> • For <i>Death, Bodily Injury</i> or disablement caused by or contributed to by or arising from any pre-existing defect, infirmity, illness or disease; • Under more than one item between <i>Death, Loss of Sight, Loss of Limb</i>, and <i>Permanent Total Disablement</i> in connection with the same incident except that if any personal injury is payable under <i>Permanent Total Disablement</i>, it shall be deducted from any amounts subsequently paid under <i>Death, Loss of Sight</i> or <i>Loss of Limb</i>; • If the <i>Insured Person</i> has bought or initiated a claim against <i>You</i> which would or might fall within the cover provided under Section 7 (Employers' Liability).

Conditions Precedent include:

- In the event that *Insured Person* sustains *Bodily Injury*, they must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as reasonable possible (within 7 working days)
- *You* having to notify *Us* within 7 days of the incident giving rise to the claim, providing all necessary details and obtain, at *Your* own expense, any medical report(s) as may be required by *Us*.
- The *Insured Person* submitting themselves to medical examination at *Our* expense at *Our* request and as often as *We* deem necessary.

- That no compensation shall be payable until the period of disablement has been determined and (where temporary) ceased.
- That We may, at Our discretion pay any compensation due at intervals in arrears.
- That compensation will only be paid by Us on production of a medical certificate, report or other such written evidence from a qualified medical practitioner.
- That the *Insured Person* agrees to reimburse Us in the event that they subsequently elect to bring a claim against You which falls within the cover provided by this Section.

SECTION 4 – GOODS IN TRANSIT: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p>Loss or <i>Damage</i> to <i>Goods</i> from any cause (unless specifically excluded), during the <i>Period of Insurance</i>, which occurs within the United Kingdom, the Channel Islands or the Isle of Man, whilst the <i>Goods</i> are being transported in or on any <i>Vehicle</i> operated by You for the purposes of the <i>Business</i> or by a haulier or commercial carrier or courier, or being transported by rail or consigned to a postal service, or being loaded or unloaded for the purposes of transport, We will either:</p> <ol style="list-style-type: none"> i) Pay You the <i>Amount of Damage</i> or the Replacement Cost of the <i>Goods</i> at the time of the <i>Damage</i>, whichever is the lower; or ii) Reinstatement, repair or replace the <i>Goods</i> of any part of them that has suffered <i>Damage</i> <p>Cover also includes:</p> <ul style="list-style-type: none"> • Additional costs necessarily incurred (up to £10,000 for each of the following) in : <ol style="list-style-type: none"> i) transferring <i>Goods</i> to another conveyance and/or delivering/returning such property to its original destination/place of dispatch if any <i>Vehicle</i> is disabled as a result of fire, collision or overturning; ii) re-loading on to any <i>Vehicle</i> any of the <i>Goods</i> fallen from such <i>Vehicle</i>; iii) breaking up or dismantling any parcels or packages containing <i>Goods</i> or unloading any containers in which <i>Goods</i> are being transported, consequent on <i>Damage</i> to the <i>Goods</i> covered by this Section iv) removing debris of <i>Goods</i> consequent upon <i>Damage</i> to the <i>Goods</i> covered by this Section • up to £1,000 for loss or <i>Damage</i> which occurs to sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of <i>Transit</i> by any <i>Vehicle</i>. • Up to £500 for loss or <i>Damage</i> which occurs to personal property belonging to the driver whilst carried in any <i>Vehicle</i> conveying <i>Property Insured</i> in the course of their employment. 	<ul style="list-style-type: none"> • The <i>Excess</i> shown in the <i>Schedule</i>. • Loss or destruction of or <i>Damage</i> resulting from theft or attempted theft from any unattended <i>Vehicle</i>: - <ol style="list-style-type: none"> a) between the hours of 6.00 am and 10.00 pm unless all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors, ignition or other services removed. b) between the hours of 10.00 pm and 6.00 am unless the <i>Vehicle</i> is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates, and all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors, ignition or other services removed. • Unless specified otherwise in the <i>Schedule</i>:- <ol style="list-style-type: none"> a) <i>Money</i>. b) deeds, bonds, documents, manuscripts, <i>Business</i> books, computer system records. c) patterns, models, moulds, plans or designs. d) wines, spirits, tobacco, cigars, cigarettes. e) radios, televisions, DVD players, videos, computers, games consoles and other electrical audio/video/entertainment equipment. f) furs, jewellery, watches, precious stones, precious metals or bullion. g) livestock. h) explosives or goods of a dangerous nature (including, but not limited to, acids, chemicals and gases) as defined in the current standard conditions of the Road Haulage Association. i) property dispatched on FOB terms. j) <i>Damage</i> to property conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration unless otherwise stated in the <i>Schedule</i> to this Section. • Unless specified otherwise in the <i>Schedule</i>, Loss of or <i>Damage</i> caused by:- <ol style="list-style-type: none"> a) denting, scratching, bruising, vibration, wear and tear, gradual deterioration, contamination, depreciation, mildew, vermin, insects, inherent vice or nature of the <i>Goods</i>. b) normal atmospheric conditions where the <i>Goods</i> are on an open vehicle or trailer unless such property shall have been

	<p>adequately and properly protected.</p> <p>c) mechanical/electrical breakdown, failure or derangement unless exterior <i>Damage</i> first occurred to the <i>Goods</i>.</p> <p>d) delay, loss of market inventory shortages, mysterious or unexplained disappearances or any consequential loss of any kind.</p> <p>e) Packing which was inadequate to withstand normal handling during <i>Transit</i>.</p> <p>f) Loss from a soft topped, open topped, open sided <i>Vehicle</i> caused by Theft or Attempted Theft (unless the vehicle is stolen at the same time) or <i>Damage</i> caused by Storm whilst the <i>Goods</i> are being transported or stored in or on such a <i>Vehicle</i>.</p> <p>g) Theft or Attempted Theft of goods from open backed, soft sided or soft topped vehicles or trailers.</p> <p>h) The dishonesty of any person to whom goods have been entrusted.</p>
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Conditions Precedent include:

- That *You* shall maintain *Your Vehicles* in an efficient and roadworthy condition – ensuring that they are suitable for the purpose for which they are to be used;
- That *You* exercise reasonable care in the selection of *Employees* (always obtaining references) and in providing instruction to and adequate supervision of *Employees*;
- That *You* exercise reasonable care in the packaging, labelling and addressing of the *Goods*;
- That *You* comply with regulations imposed by any lawful authority;
- The provision of proof of dispatch, otherwise no claims shall be payable by *Us*.

SECTION 5 – LOSS OF LICENCE: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p>The depreciation of the value of <i>Your</i> interest in the <i>Premises</i> or <i>Business</i> as a result of a loss of <i>Licence</i> (excisable liquor licence and/or licence granted for the provision of public entertainment) from causes beyond <i>Your</i> control up to the <i>Sum Insured</i>.</p>	<ul style="list-style-type: none"> • The <i>Excess</i> shown in the <i>Schedule</i>. • The refused renewal, suspension or forfeiture of the <i>Licence</i> arising directly or indirectly from any scheme of town or country planning, improvement or redevelopment, compulsory purchase or from any alteration of the law affecting the grant, surrender, refusal to renew, suspension or forfeiture of licences; • The forfeiture of or refusal to renew the <i>Licence</i> if occasioned wholly or partly by <i>Your</i> criminal act or a criminal act of the owner, manager or any of <i>Your Employees</i>. • Any suspension of, forfeiture of or refusal to renew the <i>Licence</i> occasioned wholly or partly by or through <i>Your</i> misconduct or procurement or connivance or neglect or omission or by any omission by <i>You</i> to take any step necessary for keeping the <i>Licence</i> in force.

Conditions Precedent include:

- Notifying *Us* within 7 working days, and supply information and assistance as reasonably required if *You* become aware of any:
 - Complaint against *The Business* and/or *Premises*
 - Proceedings against or conviction of the *Licence* holder, manager or tenant or occupier of *The Business* and/or *Premises* for any breach of any relevant licencing law or regulation or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety
 - Change in the tenancy or management of *The Business* and/or *Premises*
 - Transfer or proposed transfer of the *Licence*

- Alteration in the purpose for which the *Premises* is used
- Objection to renewal or other circumstances which may endanger the *Licence* or its renewal
- In the event of *Death*, bankruptcy or incapacity or desertion of the *Premises* or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the *Licence* holder tenant manager or occupier *You* will where practicable and at *Our* request provide a suitable person to replace him/her and one to whom the *Licence* will be transferred or a new *Licence* will be granted by way of renewal.
- In the event of the *Licence* being forfeited or refused renewal *You* must
 - a) give notice in writing to *Us* within 48 hours of receiving knowledge of such event stating the grounds upon which the *Licence* was forfeited or refused renewal;
 - b) give all assistance as *We* may require for the purpose of an appeal against such forfeiture or refusal to renew and allow *Our* solicitors and *Us* full discretion in the conduct of such proceedings;
 - c) apply if practicable and if required by *Us* for the grant of such new *Licence* for the same or alternative *Premises* as may enable *You* to continue *The Business* in a similar or alternative form;
 - d) provide a statement of *Your* loss, if any, together with such documents statements and accounts as may be reasonably required by *Us* to verify the same and also if required by *Us* make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give *Us* free access to the *Premises* and the books and accounts of *The Business* as may be necessary for ascertaining the value of any loss.

SECTION 6 – ALL RISKS – SPECIFIED ITEMS: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p>Accidental physical Loss or <i>Damage</i> to <i>Property Insured</i> which occurs at the <i>Premises</i>, in the United Kingdom, the Channel Islands or the Isle of Man, or Worldwide, as specified in the <i>Schedule</i> and occurring during the <i>Period of Insurance</i></p>	<ul style="list-style-type: none"> - The <i>Excess</i> shown in the <i>Schedule</i> - <i>Damage</i> caused by: <ul style="list-style-type: none"> ● or consisting of scratching or denting or other cosmetic deterioration; ● breakage of articles of a brittle nature (to include Glass but not jewellery); ● change in temperature, colour, flavour, texture or finish or taint; ● electrical or magnetic disturbance or erasure of electronic recordings; ● acts of fraud or dishonesty (not including theft); ● unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information or clerical error; ● climatic or atmospheric conditions or extremes of temperature; ● cleaning, servicing, repair or any other similar process; ● the over-winding or internal <i>Damage</i> of clocks and/or watches. - <i>Damage</i> more specifically insured under any other insurance.

SECTION 7 – EMPLOYERS’ LIABILITY: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p>Legal liability against Injury caused during the <i>Period of Insurance</i> to any <i>Employee</i> arising out of and in the course of their employment by <i>You</i> occurring within the United Kingdom, any other member country of the European Union, elsewhere in the world in respect of <i>Injury</i> caused by or arising from non-manual activities</p>	<ul style="list-style-type: none"> ● Any liability for which compulsory motor insurance or security is required under any road traffic legislation within the European Community. ● Any liability arising from <i>Injury</i> in connection with work or visits <i>Offshore</i>. ● Any liability arising out of or in any way connected

<p>of any <i>Employee of Yours</i> normally resident within the United Kingdom and occurring during any <i>Business</i> journey or temporary visit.</p> <p>The limit of liability, as stated in the <i>Schedule</i>, is the maximum amount <i>We</i> will pay for any claim (including costs). This is usually £10,000,000 any one occurrence or series of occurrences arising out of any one event, but restricted to £5,000,000 for claims relating to either Asbestos or Terrorism.</p> <p>Additional coverages include:</p> <ul style="list-style-type: none"> - Compensation for court attendance connected to a claim (£250 per day for any of <i>Your</i> directors or partners and £100 for each <i>Employee</i>); - Data Protection Act, limited to £250,000 any one offence; - Health and Safety at Work Act 1974, limited to £250,000 any one offence; - Indemnity to principals; - Motor vehicle contingent liability; - Unsatisfied court judgements 	<ul style="list-style-type: none"> • with any work which exceeds 3 metres in depth. • Any liability arising in connection with work undertaken by <i>You</i> or any person employed at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 10 metres.
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Conditions Precedent:

- In addition to the General Conditions and Exclusions in the *Policy* Wording, *We* may sometimes apply limitations or conditions specific to the type of work *You* do. For example, if *You* carry out any heat work, the *Policy* may contain requirements concerning special precautions for various types of heat work, as well as requirements for the use or wearing of Personal Protective Equipment by *Employees*. *You* will be advised of any such conditions or limitations when *We* provide a quotation or renewal terms. Please ensure that *You* are familiar with the requirements made by any such conditions by referring to the relevant Condition Precedent in the *Policy* Wording or otherwise as provided.

SECTION 8 – PUBLIC AND PRODUCTS LIABILITY: COVER

Cover includes:	Significant and unusual limitations or exclusions
<p>Legal liability for <i>Damages</i> and <i>Claimant's Costs</i> and expenses arising out of accidental:</p> <ul style="list-style-type: none"> - <i>Injury</i> to any person, except to any <i>Employee</i>, where such injury arises out of and in the course of their employment; - <i>Damage</i> to material property not belonging to or in the custody or under the control of <i>You</i> or any <i>Employee</i>; - Obstruction, trespass, nuisance, or interference with any easement, right of air, light, water or way; <p>occurring during the <i>Period of Insurance</i> in connection with <i>The Business</i> anywhere in the World except the USA/Canada, unless the inclusion of USA/Canada endorsement is operative on <i>Policy</i></p> <p>The limit of liability, as stated in the <i>Schedule</i>, is the maximum amount <i>We</i> will pay for any claim (including costs), for any one occurrence unlimited during the <i>Period of Insurance</i> in respect of Public Liability, and for any one occurrence and in all during the <i>Period of Insurance</i> in respect of Products Liability.</p> <p>Additional coverages include:</p> <ul style="list-style-type: none"> - Compensation for court attendance connected to a claim (£250 per day for any of 	<ul style="list-style-type: none"> • The <i>Excess</i> shown in the <i>Schedule</i> • Advice and professional negligence; • Aircraft/Watercraft products; • Asbestos; • Contractual liability; • <i>Damage</i> to Owned and Tenanted Premises; • <i>Damage</i> to Products supplied; • Defective Workmanship; • Fines, penalties and other <i>Damages</i>; • Lead (in any form, or Products containing lead); • <i>Offshore</i> work; • Pollution (unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the <i>Period of Insurance</i>); • Silica; • Toxic mould; • Vehicles, vessels or craft. • Any liability arising out of or in any way connected with any work which exceeds 3 metres in depth. • Any liability arising in connection with work undertaken by <i>You</i> or any person employed at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 10 metres.

<p><i>Your</i> directors or partners and £100 for each <i>Employee</i>);</p> <ul style="list-style-type: none"> - Consumer Protection Act 1987 limited to £250,000 any one offence; - Cross liabilities - Custody or control - Data Protection Act, limited to £250,000 any one offence; - Defective Premises Act 1972 limited to £250,000; - Disability Discrimination Act 1996 limited to £250,000 any one offence; - Food Safety Act legal costs, limited to £250,000 any one proceeding; - Health and Safety at Work Act 1974, limited to £250,000 any one offence; - Indemnity to principals; - Motor vehicle contingent liability; - Overseas personal liability 	
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Conditions Precedent:

In addition to the General Conditions and Exclusions in the *Policy Wording*, *We* may sometimes apply limitations or conditions specific to the type of work *You* do. For example, section Endorsements such as Inclusion of United States of America/Canada, Property owners' liability restriction, or Products Liability exclusion may be applied. *You* will be advised of any such conditions or limitations when *We* provide a quotation or renewal terms. Please ensure that *You* are familiar with the requirements made by any such conditions by referring to the relevant Condition Precedent in the *Policy Wording* or otherwise as provided.

GENERAL EXCLUSIONS applying to the whole *Policy* unless stated otherwise:

Please ensure that *You* are familiar with the Exclusions by referring to the relevant sections in the *Policy Wording* or otherwise as provided.

1. Nuclear Energy Risks Exclusion
2. Micro-Organism Exclusion
3. War and Civil War Exclusion
4. Contamination and Pollution Exclusion
5. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion
6. Electronic Data Exclusion
7. Terrorism Exclusion (Not applicable to Section 7 – Employers' Liability)
8. Asbestos Exclusion – (Applicable to Section 8 – Public and Products Liability only)
9. This *Policy* excludes loss or *Damage* consisting of, caused by, or arising from:
 - a. corrosion, rust, wet or dry rot, inherent vice, latent defect, gradual deterioration, frost, any gradually operating cause, or wear and tear
 - b. faulty or defective design, workmanship or the use of defective materials in the construction or manufacture of any Property Insured,
 - c. shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, mould or fungus
 - d. (including due to power surge unless caused by an *Insured Peril*) mechanical or electrical breakdown, derangement, short-circuiting or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - e. settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, groundheave, landslip or coastal erosion
 - f. faulty manipulation
 - g. nipple or 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

- h. *Damage* caused by operational error or omission by *You* and/or any of *Your Employees*
- i. *Damage* caused by pressure waves (including but not limited to sonic booms) from aircraft or aerial devices

save that *We* will provide an indemnity if *Damage*, that is not otherwise excluded by this *Policy*, is thereby caused to other items of *Property Insured*.

- 10. This *Policy* excludes loss or *Damage* to 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, whether or not the loss or *Damage* is caused by the work taking place.
- 11. Consequential loss – (Not applicable to Section 7 – Employers’ Liability and Section 8 – Public and Products Liability)
- 12. Fines and Penalties – (Applicable to Section 8- Public and Products Liability only)
- 13. More Specific Insurance – (Not applicable to Section 7 – Employers’ Liability and Section 8 - Public and Products Liability)
- 14. Northern Ireland Overriding Exclusion Applicable to Insurances relating to Property in Northern Ireland Other than Private Dwellings – (Not applicable to Section 7 – Employers’ Liability and Section 8 - Public and Products Liability)
- 15. Sanctions Clause
- 16. Underground Services Exclusion – (Applicable to Section 8- Public and Products Liability only)
- 17. Rip & Tear Exclusion – (Applicable to Section 8- Public and Products Liability only)

GENERAL CONDITIONS applying to the whole *Policy* unless stated otherwise:

Please ensure that *You* are familiar with the requirements made by these conditions by referring to the relevant section in the *Policy* Wording or otherwise as provided.

- 1. Cancellation – Not applicable to Section 7 – Employers’ Liability
- 2. Contracts (Rights of Third Parties) Act 1999
- 3. Contribution/Multiple Insurance (Applicable to Sections 1-6 only)
- 4. Interpretation
- 5. Jurisdiction and Law
- 6. Notification of Interest
- 7. Several Liability
- 8. Subrogation
- 9. Subrogation Apportionment
- 10. Survey Condition
- 11. Winding-up/bankruptcy
- 12. Workmen

CONDITIONS PRECEDENT

Conditions precedent are extremely important. If *You* are in breach of any of these obligations at the time of a loss, *We* will have no obligation to indemnify *You* in relation to any claim for that loss. However if a **condition precedent** is intended to reduce the risk of loss of a particular kind, at a particular location or at a particular time, *We* will not rely on the breach of that **condition precedent** to exclude, limit or discharge *Our* liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Subject to any other rights which *We* may have under and/or with respect to the validity of the *Policy*, the *Policy* will remain in existence.

All of the following conditions precedent are applicable to all Sections of this *Policy* unless it is stated otherwise on the *Schedule*:

- 1. Change in the Nature of the Risk and New Activities and Processes Condition Precedent
- 2. Combustible Materials Condition Precedent

3. Composite Panels Condition Precedent
4. Electrical Certificates Condition Precedent
5. Heat and Hot Works Condition Precedent
6. No Smoking Condition Precedent
7. Pipe and Tank Lagging Condition Precedent
8. Portable Heaters Condition Precedent
9. Premises Maintenance Condition Precedent
10. Protections Condition Precedent
11. Reasonable Precautions Condition Precedent
12. Security and Protections Condition Precedent (including Minimum Protections, Fire Alarm Condition Precedent, Fire Break Doors and Shutters Condition Precedent, Fire Extinguishing Appliances Condition Precedent; Intruder Alarm System Condition Precedent)
13. Sprinkler Maintenance Condition Precedent
14. Storage of Gas Cylinders Condition Precedent;
15. Unoccupancy Condition Precedent
16. Waste Condition Precedent
17. Payment of Premium Condition Precedent

In addition to the above, *We* may sometimes apply limitations or **conditions precedent** specific to *Your Business*. Additional conditions precedent may be applicable to the *Policy* and *You* will be advised of any such conditions or limitations when *We* provide a quotation or renewal terms. Please ensure that *You* are familiar with the requirements made by any such conditions by referring to the relevant **condition precedent** in the *Policy* Wording or otherwise as provided.