

# Trader Commercial Combined Policy

The Insured having applied to CHINA TAIPING INSURANCE (U.K.) COMPANY LIMITED (the Company) for this insurance and having paid or agreed to pay the premium the Company will be payment or at its option by repair reinstatement or replacement provide insurance in the terms of the policy.

on behalf of the Company



Director and Chief Executive

## YOUR POLICY

This is your Trader Commercial Combined Policy.

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

Advice on any aspects will gladly be given.

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

**Should you have any query please contact your insurance adviser or China Taiping Insurance (UK) Co. Ltd.**

## CARING FOR OUR CUSTOMERS

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

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

- Your first point of contact should always be your insurance Adviser or alternatively the China Taiping Insurance office which issued the policy.
- If, following contact with the above, you feel that you require further assistance, then please write to our Managing Director at
- China Taiping Insurance (U.K.) Co. Ltd.,  
The Communications Building,  
48 Leicester Square,  
London WC2H 7LT

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

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

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

Should you remain dissatisfied you may approach :

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

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

Authorised and regulated by the Financial Services Authority

China Taiping Insurance (UK) Co. Ltd. are members of the Association of British Insurers(ABI)

Registered Office: The Communications Building, 48 Leicester Square, London WC2H 7LT. Registered in England No. 1766035

## GENERAL CONDITIONS

1. Only those Sections of the Policy indicated in the Schedule are operative.
2. The observance and fulfilment of the terms and conditions of this Policy shall be a condition precedent to any liability of the Company to make any payment under this Policy.
3. The Company shall not be liable if
  - (a) any change shall be made in the Premises or the occupancy or the business carried on whereby the risk of loss, damage or accident is increased or
  - (b) the Insured's interest ceases except where such alteration be notified to and accepted by the Company.
4. The Insured shall take all reasonable precautions to prevent loss, damage or accidents or liability being incurred.
5. The Company may cancel this Policy by sending seven days notice by recorded delivery to the Insured at the Insured's last known address in which event the insured shall receive a pro-rata return of premium for the unexpired Period of Insurance. Should the Insured give notice to cancel then the return of premium shall be calculated in accordance with the Short Period Scale shown below only provided that no claim has been made in the current period of insurance.

Short Period Scale:

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

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

6. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material facts.
7. If any claim upon the Policy shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss, destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.
8. Warranties  
Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this insurance. Non-compliance with any such warranty in so far as it increases the risk of Damage as insured by the policy shall be a bar to any claim in respect of such Damage provided that whenever this insurance is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

## GENERAL EXCEPTIONS

This Policy does not cover

- 1.(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
  - (b) any legal liability of whatsoever nature,
  - (c) any bodily injury directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
    - (iii) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- 2.(a) damage to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.
  - (b) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

But this shall not exclude damage or on sequential loss which results from an insured peril (excluding the acts of malicious persons which do not involve physical force or violence)

## DEFINITIONS

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

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

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

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

3. damage, cost or expense directly or indirectly cause by, contributed to by, resulting from, or arising out of or in connection with:
  - (a) Terrorism - any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposed to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
    - (1) involves violence against one or more persons; or
    - (2) involves damage to property; or
    - (3) endangers life other than that of the person committing the action; or
    - (4) creates a risk to health or safety of the public or a section of the public; or
    - (5) is designed to interfere with or to disrupt an electronic system
  - (b) Terrorism - any action in controlling , preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (a) above.

General Exception 3 does not apply to Section 6 in so far as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employees employment or engagement by the Insured for which the liability of the Company for all damages costs fees and expenses is limited to £5,000,000 in respect of any one claim or series of claims arising out of one occurrence

4. damage to any property in Northern Ireland or loss resulting from such damage arising from riot civil or political disturbances and (except in respect of damage by fire or explosion) labour disturbances.
5. any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

## GENERAL CLAIMS CONDITIONS

1. In the event of Damage which may give rise to a claim under this policy the Insured shall
  - (a) notify the Company immediately,
  - (b) if it becomes evident that the Damage has been caused by a criminal or malicious act notify the Police Authority immediately,
  - (c) take and permit to be taken any action which may be reasonably practicable to prevent further Damage.
  
2. In the event of a claim being made the Insured shall at their own expense provide the Company with
  - (a) full information in writing of the amount of the claim together with details of any other insurances covering any of the property damaged within thirty days after the Damage (seven days in the case of Damage caused by any criminal or malicious act) or such further time as the Company may allow,
  - (b) all such proofs and information relating to the claim as may be reasonably required,
  - (c) a statutory declaration of the truth of the claim (and of any matters connected with it) if requested by the Company.
  
3. No claim under this policy shall be payable unless the terms of this Condition have been complied with.
  
4. The Company shall be entitled
  - (a) on the happening of loss or damage to the property insured to enter, take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose,
  - (b) at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and the Insured shall give all information and assistance required,
  - (c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company,
  - (d) to pay to the Insured the maximum sum payable under Section 6 in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall not be under any further liability in respect of that occurrence.
  
5. If any loss destruction or damage insured hereunder is covered by any other insurance the Company shall pay only its rateable proportion of the loss destruction or damage.
  
6. 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 condition precedent to any right of action against the Company.

## EXCESS

The Company will not be liable for the first £250 of each claim as shown in the Schedule for loss, destruction or damage under Section 1, 2, 7, 8 and 9 together as ascertained after the operation of Average Clause.

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

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

## GENERAL DEFINITION

### THE BUSINESS

Business or Occupancy as stated in the Schedule.

# SECTION I CONTENTS

## Definitions

### 1. TRADE CONTENTS

The term "Trade Contents" is understood to include:-

- (1) Stock in Trade, the property of the Insured or held by him in trust or on commission for which he is responsible but excluding property more specifically insured.
- (2) stock of wines and spirits
- (3) stock of cigars, cigarettes and tobacco
- (4) internal decoration, tenants improvements and shop fronts,
- (5) trade fixtures, fittings, utensils, plant and Machinery, the property of the Insured or held by him in trust for which he is responsible and all other contents.

### 2. ALL OTHER CONTENTS

It is agreed that the term "All other Contents" is understood to include:- (a) All office equipment and other contents, computer records, documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein, not exceeding £ 1,000 in respect of anyone loss. :

- (b) patterns models moulds plans and designs for an amount not exceeding £500 in total and so far as the same are not otherwise insured,
- (c) employees' pedal cycles and other personal effects for an amount not exceeding £500 in respect of anyone pedal cycle and £500 in respect of the other personal effects of anyone employee.

### 3. PREMISES

The word "Premises" wherever it appears is deemed to mean that part or parts of the Premises solely used by the Insured in connection with the Business.

## Schedule of Cover

The Company will indemnify the Insured in respect of loss or destruction of or damage to the insured contents at the Premises directly caused by any of the following perils:

1. Fire lightning explosion earthquake.
2. Aircraft and other aerial devices or articles dropped therefrom.
3. Riot civil commotion strikes labour disturbances or malicious persons excluding
  - (a) Damage arising from confiscation, requisition or destruction by order of the Government or any Public Authority.
  - (b) Arising from cessation of work.
  - (c) (i) In the course of theft or attempt thereat  
(ii) In respect of any building which is empty or not in use.
4. Storm tempest or flood, excluding:-
  - (a) loss or damage resulting from frost subsidence or landslip,
  - (b) property in the open,
  - (c) loss or damage to stock in basements or cellars not on substantial stillage or racking raised at least 15 cm above the floor.
5. Escape of water and/or oil from any fixed water or heating installation, excluding:-
  - (a) oil or the value thereof lost during such an escape,
  - (b) escape from sprinkler installations,
  - (c) loss or damage to stock in basements or cellars not on substantial stillage or racking raised at least 15 cm above the floor,
  - (d) loss or damage occurring whilst the premises are vacant.
6. Impact by any road vehicle or animal
7. Breakage or collapse of television and radio aerials, aerial fittings and masts.
8. Falling trees or parts thereof, excluding:-
  - (a) all loss or damage caused by or as a direct result of felling or lopping of trees by or on behalf of the Insured,
9. Theft
  - (a) Theft involving entry into or exit from the Premises by forcible and violent means excluding theft from any garden yard or open space and any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.
  - (b) Hold up namely theft consequent upon and in connection with assault or violence or threat thereof to the Insured or any employee of the Insured.
  - (c) Damage to the Buildings as a result of theft involving entry to or exit from the Premises by forcible and violent means or any attempt thereat provided the insured is responsible for the repairs and that the liability of the Company shall not exceed the sum required to make good such damage for which the Insured is responsible or 10% of the total Sum Insured on Contents, whichever is the less, excluding loss or damage:-
    - (i) otherwise insured,
    - (ii) caused whilst the Premises are untenanted.

## Extensions

This Section is extended to include:-

1. Property Temporarily Removed  
All Contents (other than stock or personal effects), the Property of the Insured are held covered for an amount not exceeding 15% of the Sum Insured on such property whilst temporarily removed to any Premises not in the occupation of the Insured for cleaning or repair and whilst in transit by Road, Rail or Inland Waterway within the United Kingdom.
2. Debris Removal  
The Insurance by each item of this Section other than stock extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:-
  - (a) removing debris,
  - (b) dismantling and/or demolishing,
  - (c) shoring or propping up of the portion or portions of the property destroyed or damaged by any of the perils.
3. Pipes and Cables  
Accidental damage to underground service pipes and cables at the Premises for which the Insured is liable as tenant but not as owner.
4. Locks  
The costs incurred in the necessary replacement of any locks of the Premises other than locks of any safe or strongroom following theft of keys to such locks.
  - (i) from the Premises or the private residence of the Insured or any employee authorised to hold such keys.
  - (ii) involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's family provided that the liability of the Company shall not exceed £500 anyone loss occurring during the Period of Insurance.

## Exceptions

This Section does not cover:-

1. money securities coins medals stamp collections jewellery watches furs precious metal precious stones or articles composed of any of them computer systems records curios sculptures rare books business books except as previously defined or explosives unless specially mentioned as insured under this Section,
2. theft or any attempt thereat by or with the connivance of any member of the Insured's household or business staff or any servant of the Insured,
3. property more specifically insured by or on behalf of the Insured,
4. loss or damage to the electrical installations or appliances caused by self-ignition,
5. damage to stained or plate glass or any decoration or lettering thereon other than by fire, 6. motor vehicles and accessories fitted thereon,
7. landlord's fixtures and fittings unless the responsibility of the Insured and specifically mentioned as insured under this Section.
8. Loss Destruction or Damage or the cost of removing debris arising from pollution or contamination
  - (a) By any event not insured by this Section.
  - (b) To property not insured by this Section.
9. Loss Destruction or Damage attributable solely to changes in the water table level.

## Memoranda

1. Limit of Liability  
The Company's liability in respect of loss or damage shall not exceed the Sum Insured shown against each item on the Schedule.
2. Protection  
It is a condition precedent to liability for loss or damage by theft or any attempt thereat that
  - (a) any additional protections required by the Company shall have been installed in accordance with a specification agreed by the Company,
  - (b) All protections be maintained in effective working order and be put into operation whenever the premises are closed for business.
3. Bankers interest and other interest notified to the Company in writing and stated in the Schedule to this Policy are held covered hereunder.

## **Warranties**

Warranted that except as specifically stated to the contrary:-

- (a) the Premises are lighted by mains gas or electricity and heated by fixed gas and electric appliances or hot water radiators,
- (b) the buildings (other than minor outbuildings) are built of brick stone concrete or metal and roofed with slates tiles metal asbestos concrete or asphalt,
- (c) the till of any cash register be left open and empty whenever the Premises are closed for business,
- (d) all keys shall be removed from alarm controls and locks in external doors and windows and kept away from the immediate vicinity thereof whenever the Premises are left unattended outside business hours.

## **Basis of Claims Settlement**

Claims in respect of loss of or damage to trade furniture fixtures fittings utensils machinery and appliances shall be dealt with on the basis of full incurred cost of replacement as new; provided the property lost or damaged is replaced reasonably soon, and provided the said property is valued at replacement cost as new for the purposes of average.

## **Average**

Each item of the Contents Section is declared to be separately subject to average as follows:-

Whenever a sum insured is declared to be subject to average, if the property covered thereby shall at the commencement of any destruction of or damage to such property be collectively of greater value than such sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## **Reinstatement After Loss**

In consideration of the Sums Insured not being reduced in the event of loss by any peril, hereby insured against, the Insured undertakes to pay to the Company the appropriate additional premium from the date of loss to the following renewal date.

## **SECTION 2 GLASS**

### **Schedule**

The Company will indemnify the Insured for breakage or destruction of

- I. all fixed external and internal plain plate and plain sheet glass including glass fixed in shop fronts any alarm installation or lettering affixed thereto any fixed mirrors shelves and internal showcases but excluding signs canopies and external blinds.
2. Signs, canopies and external blinds. Limit 5% of Contents Sum Insured unless stated.
3. Sanitaryware at the premises stated in the Schedule.

### **Extensions**

The Company will also pay for:-

1. the reasonable cost of necessary temporary boarding up prior to replacement of broken glass covered by this Section of the Policy.
2. damage to stock in trade directly resulting from breakage of insured glass in the shop front and the expense of removal and reinstatement of obstructions to the replacement of glass and damage to window and door frames and subject to a limit of £250 under this Extension each and every loss.

### **Exceptions**

The Company shall not be liable for breakage or destruction

1. arising from or occasioned by fire,
2. of the insured glass which was in any way defective at the time the insurance was effected,
3. of glass in greenhouse or conservatories,
4. Sanitaryware in residential quarters unless buildings are insured under Section 8.
5. to lettering or alarm installation unaccompanied by any glass breakage,
6. The liability of the Company in respect of the cost of hire or use of scaffolding or other additional costs in connection with the replacement of damaged glass shall not exceed £250 in respect of anyone loss.
7. In respect of Signs the Company shall not be liable for
  - (a) Damage to Neon tubing unless the glass is fractured.
  - (b) Loss or Damage arising from wear and tear mechanical or electrical breakdown and any process of repair removal or erection of the signs or any parts thereof.
  - (c) Loss or Damage resulting from worn or defective fastenings.

## SECTION 3 LOSS OF TRADING PROFIT

### Definitions

#### 1. TRADING PROFIT

The Takings less the costs of goods or materials relative thereto.

#### 2. TAKINGS

The money paid or payable to the Insured for goods sold and delivered and for work done in course of the business at the Premises.

N.B. If during the Indemnity Period goods shall be sold or work done elsewhere than at the Premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or work shall be brought into account in arriving at the Takings during the Indemnity Period.

#### 3. INDEMNITY PERIOD

(a) In respect of 1 (a) and (b) and 2(g) of Schedule of Cover.

The Period beginning with the occurrence of the damage and ending not later than twelve months thereafter during which the results of the business shall be affected in consequence of the damage.

(b) In respect of 2(a) (b) (c) (d) (e) and (f) of Schedule of Cover.

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

#### 4. RATE OF TRADING PROFIT

The rate of Trading Profit earned on the during the financial year immediately before the date of the damage.

adjusted as may be necessary to provide for variations in or special circumstances affecting the business, so that the adjusted figures shall represent as far as possible the results which but for the damage would have been obtained during the relative period after the damage. In the event of damage occurring before the expiry of the first financial year of the business, the results of the business to the date of the damage shall be used as a basis upon which to assess any loss subject otherwise to all the conditions of the Policy.

#### 5. ANNUAL TAKINGS

The Takings during the twelve months immediately before the date of the damage.

#### 6. STANDARD TAKINGS

The Takings during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

### Schedule of Cover

The Company will indemnify the Insured in respect of

- (A) Loss of Trading Profit due to reduction in Takings as ascertained by applying the Rate of Trading Profit to the amount by which the Takings during the Indemnity Period shall in consequence of the damage, fall short of Standard Takings. .
- (B) Increased costs and additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Takings which but for that expenditure would have taken place during the Indemnity Period In consequence of damage, but not exceeding the sum produced by applying the Rate of Trading Profit to the amount of the reduction thereby avoided.
- (C) Auditors/Professional Accountants Fee for producing and certifying and information required by the Company in the event of a claim hereunder  
(Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Trading Profit as may cease or be reduced in consequence of the damage)

Resulting from

- 1. loss or damage
  - (a) To the Contents or Buildings by any of the perils specified in Section 1 Contents of the Policy excluding theft (such loss or damage so caused being termed damage in this Section).
  - (b) To property in the vicinity of the Premises preventing or hindering the use of the Premises or access to them and caused by any of the perils specified in Section I Contents of the Policy.
- 2. (a) The discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority.
  - (b) Any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority.
  - (c) Any occurrence of murder of suicide at the Premises.
  - (d) Accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertaking's feed to the Premises not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply.

## **Exceptions**

1. Loss Destruction or Damage or the cost of removing debris arising from pollution or contamination
  - (a) By any event not insured by this Section
  - (b) To property not insured by this Section
2. Loss Destruction or Damage attributable solely to changes in the water table level.
3. The Company shall not be liable for any loss arising from the first two hours failure of supply as provided for in Schedule of Cover 2 (D).
4. This Policy does not cover loss or damage due to Notifiable Disease.

## **Special Conditions**

1. This Section shall be avoided if the business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance, unless its continuance be admitted by a memorandum signed by or on behalf of the Company.
2. To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

## **Average**

The Sum Insured of this Section is declared to be subject to average as follows:-  
Whenever a sum insured is declared to be subject to average, if the actual rate of Trading Profit (as defined above) is at the commencement of any destruction or damage greater than the Sum Insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## **Reinstatement after loss**

In consideration of the Sums Insured not being reduced in the event of loss by any peril hereby insured against, the Insured undertakes to pay the Company the appropriate additional premium from the date of loss to the following renewal date.

## SECTION 4 MONEY

### Definitions

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

### Schedule of Cover

The Company will indemnify the Insured in respect of

- (a) loss of money pertaining to the business described in the Schedule by any cause,
- (b) loss of or damage to any safe or strong room for which the Insured is responsible resulting from theft or attempt there at provided such loss or damage is not otherwise insured, occurring during the period of insurance detailed in the Schedule provided that the Company shall not be liable for loss or damage other than as described under "LIMITS OF LIABILITY" and the liability of the Company in respect of any single loss shall not exceed the limit specified thereunder.

### Limits of Liability

1. Money as defined above and other than described in 2 below.
  - (a) In transit and in bank night safe and thereafter within bank premises until at the banks risk ... .. £2,000
  - (b) In the Insured's business Premises
    - (i) during business hours ... .. £2,000
    - (ii) out of business hours secured in locked safe or strongroom ... as per policy schedule
    - (iii) out of business hours not secured in locked safe or strongroom ... £200
  - (c) In the private residences of the Insured's principals directors or employees £250
2. Any single loss of non-negotiable documents consisting of crossed cheques and national savings certificates ... .. £250,000
3. Loss of or damage to any safe or strongroom provided such loss or damage is not otherwise insured ... .. Unlimited
- 4.. Loss of money due to fraud or dishonesty of an employee ... .. £2,000

### Exceptions

The Company shall not be liable in respect of losses arising from:-

- (a) fraud or dishonesty of the Insured's employees
  - (i) not discovered within 14 days of the occurrence
  - or (ii) which is insured by a policy of fidelity guarantee insurance,
- (b) shortages due to error or omission,
- (c) depreciation in value,
- (d) dishonoured cheques or the use of counterfeit money,
- (e) money in any note coin or token operated machine,
- (f) theft of money from unattended vehicles.

### Special Condition

It is a condition precedent to liability that whenever the Premises are closed for business all the keys and records of combination numbers of the safe(s) and strong room(s) be removed from the Premises except while the Insured or an authorised responsible employee is actually therein Further if the person (s) holding the keys and records of combination numbers resides in a residence adjoining and communicating with the Premises the keys and records of combination numbers be removed from the residence when left unattended.

## SECTION 5 PERSONAL ACCIDENT ASSAULT

### Definitions

1. **DEATH** means the death of the Insured Person within twelve calendar months from the date of the accident caused solely and directly thereby and independently of any other cause.
2. **LOSS OF LIMB** shall mean total and permanent loss of use of the entire hand arm foot or leg.
3. **TEMPORARY TOTAL DISABLEMENT** shall mean temporary and complete inability to attend to any part whatsoever of the Insured Persons occupation.
4. **PERMANENT TOTAL DISABLEMENT** shall mean permanent and complete inability to attend to any part whatsoever of the Insured Persons occupation.
5. **NORMAL WEEKLY EARNINGS** shall mean the average basic gross weekly earning from the Business of any principal or director or the average basic gross weekly wage from the Business of any employee for the 52 weeks immediately preceding the date of injury or, over such lesser period as he has been employed in the Business.
6. **INSURED PERSON** shall mean the Insured or any employee of the Insured aged between 16 and 65, who at the time of the event giving rise to a claim was acting with the full permission and authority of the Insured.

### Schedule of Cover

In the event of death or disablement consequent upon assault to the Insured Person, directly and independently of any other cause following upon theft of money or any attempt thereat in or about the Premises or whilst the Insured Person is or is thought to be carrying money for the Insured, or whilst escorting anyone who is or is thought to be carrying money for the Insured the Company agree to pay to the Insured Person or their legal/personal representative the amount of the benefit stated in the Scale of Compensation below.

### Scale of Compensation

Item	Amount of Benefit
1. Death ... ..	£25,000
2. Total loss of sight in one or both eyes or loss of one or more limbs ...	£25,000
3. Permanent total disablement after 104 weeks ... ..	£25,000
4. Temporary total disablement (the weekly compensation under this item is payable for a period not exceeding 104 consecutive weeks for any single disablement) ... ..	£100 per week but not exceeding normal weekly earning.
5. Damage to clothing up to a maximum of ... ..	£500 per person.

In addition to any compensation payable on any admitted claim under Item 4 Doctor's Charges incurred by the Insured Persons will be paid by the Company up to but not exceeding 15 per cent of the total amount of any such claim as admitted.

Compensation shall not be payable within the terms of the Scale of Compensation

1. under more than one of Item 1,2 or 3,
2. under Item 3 until the expiry of 104 week~ from the date of the bodily injury unless the Company at its option decide otherwise,
3. under 4 for any disablement for which compensation is payable under Item 1, 2 or 3 and any payment thus made under 4 shall be deducted from any payment subsequently made under Item 1,2 or 3,

4. under 4 until the total amount due can be calculated unless the Company at its option decide otherwise,
5. for any consequence of any pre-existing mental or physical defect or infirmity or pregnancy or child birth.

### **Special Conditions**

1. As soon as practicable notice must be given to the Company of any assault which causes or may cause disablement within the meaning of this Section of this Policy, and the person injured must as early as possible place himself under the care of a fully qualified medical practitioner.
2. As soon as practicable notice must be given to the Company in the event of the death of an injured person, resulting or alleged to result from an assault within the meaning of this Section of this Policy and the Company shall be entitled to have a post-mortem examination at its own expense.
3. In no case will the Company be liable to pay compensation unless the medical adviser or advisers appointed by the Company for the purpose shall be allowed so often as may be deemed necessary to make an examination of the injured person.

## SECTION 6 LIABILITY

### Definitions

1. **BODILY INJURY** shall mean bodily injury death illness or disease.
2. **EMPLOYEE** shall mean any person under a contract of service or apprenticeship with the Insured or is borrowed by or hired to and any self-employed person working for the Insured.
3. **LEGAL COSTS AND SOLICITORS FEES** shall mean
  - (a) all costs and expenses of litigation in respect of a claim against the Insured,
  - (b) the solicitor's fee for representation of the Insured at
    - (i) any coroner's inquest or inquiry in respect of any death,
    - (ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in bodily injury or loss of or damage to property, which may be the subject of indemnity under this Section.
4. **THE INSURED** shall include:-
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured,
  - (b) if the Insured so requests any director or employee of the Insured in his respective capacity as such.
5. **POLLUTION OR CONTAMINATION** shall be deemed to mean
  - (a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere: and
  - (b) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.

### Schedule of Cover

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of

1. bodily injury to any person except bodily injury sustained by an employee arising out of and in the course of employment or engagement by the Insured,
2. loss of or damage to property occurring during the period of insurance
  - (a) in connection with the business,
  - (b) arising through any defect in the premises ways works machinery or plant used by the Insured in connection with the business.
3. Trespass nuisance or any interference with any right of way light air or water.
4. bodily injury sustained by an employee arising out of and in the course of his employment or engagement by the Insured and caused during the period of insurance.

The Company will also pay legal costs and solicitor's fees incurred with the Company's written consent in connection with any event likely to give rise to a claim under this Section subject to the Limits of Liability stated herein.

### Extensions

This Section is extended to include:-

1. Liability for Goods Sold or Supplied

Notwithstanding anything herein contained to the contrary in Exceptions 7 or 8 the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of death bodily injury or illness loss or damage happening anywhere in the world other than the United States of America and Canada during the period of insurance and caused by goods (including containers) sold supplied or installed in the course of the business from any premises within Great Britain the Isle of Man or the Channel Islands but only in respect of an action for damages which is brought against the Insured in a Court of Law in Great Britain, Northern Ireland the Isle of Man or the Channel Islands.

Provided that the Company shall not be liable

- (a) for death bodily injury illness loss or damages caused by defective design formula or specification by the Insured,
- (b) for loss of or damage to or the costs and expenses of repairing or recalling or replacing anything sold supplied or installed which give rise to a claim,
- (c) for the costs and expenses or rectifying defective work which give rise to a claim.
- (d) for more than the amounts as stated in the "Limits of Liability".

2. Tenant's Liability

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as tenant (and not as owner) for damage to buildings of the business portion of the Premises (other than boundary walls hedges gates and fences) or to landlords fixtures and fittings therein or thereon but not whilst the Premises are left unfurnished or untenanted caused by any of the perils numbered 1 to 6 (subject to the Exceptions stated therein) of Section I of this Policy. Provided that the liability of the Company shall not exceed the amount stated under the "Limits of Liability".

3. Health and Safety at Work Act 1974

The Company will indemnify the Insured (and any other persons to whom indemnity may be provided by the Policy) in respect of legal fees and disbursements including prosecution cost~ awarded and costs of subsequent Appeal against conviction, all incurred with the written consent of the Company and arising out of a prosecution in any court brought under the Health and Safety at Work Act 1974 for an alleged breach of statutory duty as described in Sections 2 to 8 of the said Act which caused or which could have caused an occurrence the subject of indemnity under this Policy provided that:-

- (a) The prosecution relates to an offence alleged to have been committed during the period of insurance in the course of the Insured's Business,
- (b) Fines and any costs or expenses arising out of any penalty imposed are excluded,
- (c) The liability of the Company under this Extension in respect of anyone director or employee shall not exceed the amount stated under the "Limits of Liability".

**Limits of Liability**

The liability of the Company under this Section for damages shall not exceed the sums stated below

	<b>Any One Event</b>	<b>Any One Period of Insurance</b>
1. Liability to employees	<p>£10,000,000</p> <p>including all legal costs</p> <p>and solicitors fees</p> <p>Except claim due to Terrorism for which the liability of the Company for all damages costs fees and expenses is limited to</p> <p>£5,000,000</p>	<p>Unlimited</p>
2. Other Liabilities to the Public	<p>£ 2 ,000,000</p>	<p>Unlimited</p>
3. Liability for goods (including containers) sold supplied or installed - Extension 1	<p>£ 2 ,000,000</p>	<p>£ 2,000,000</p>
4. Tenant's Liability - Extension 2	<p>10% of the total Sum Insured under Section 1 - Contents</p>	<p>10% of the total Sum Insured under Section 1 - Contents</p>
5. Liability arising under Health and Safety at Work Act - Extension 3	<p>£5,000</p>	<p>£ 5,000</p>
6. Liability for all Pollution or Contamination	<p>£ 2 ,000,000</p>	<p>£ 2 ,000,000</p>

## Exceptions

This Section does not cover

1. liability assumed by agreement other than liability which would have attached notwithstanding such agreement,
2. loss of or damage to property
  - (a) belonging to the Insured,
  - (b) in the charge or under the control of the Insured,
  - (c) being that part of any property on which the Insured is or has been working if such loss or damage arises out of such work,
  - (d) the first £250 of each claim for damage to the premises whilst leased or rented unless caused by fire or explosion,
3. death bodily injury illness disease loss or damage caused by or in connection with the ownership possession or use by the Insured of
  - (a) any vessel or craft made or intended to be waterborne or airborne,
  - (b) any mechanically propelled vehicle
    - (i) whilst being used on the road within the meaning of the Road Traffic Act,
    - (ii) in respect of any liability
      - (a) which is required to be insured under any legislation governing the use of such vehicle,
      - (b) for which indemnity is afforded by any other policy

Not applicable to bodily injury sustained by an employee arising out and in the course of his employment or engagement

Provided that if there is no indemnity afforded by any other policy this Exception will not apply to the actual bringing to or taking away of the load from any vehicle in connection with the loading or unloading of such vehicle by any person other than the driver or attendant of such vehicle.

4. Compensation arising out of
  - (a) wrongful or inadequate advice or breach of professional duty other than by members of the Insured's first aid and medical or ambulance services arising in connection with such activities but only in so far as they are connected with the business and excluding wrongful or inadequate advice or treatment or breach of professional duty by any qualified medical practitioner,
  - (b) death bodily injury illness loss or damage caused by defective design formula or specification by the Insured.
5. Death bodily injury illness or disease caused by or arising out of any form of treatment to any person or animal other than first aid treatment.
6. Any amount
  - (a) in respect of liquidated damages,
  - (b) under a penalty clause,
  - (c) in respect of damages for libel or slander or infringement of copyright or patent.
7. Death bodily injury illness disease loss or damage occurring away from the Insured's Premises other than
  - (a) in connection with the Insured's business within Great Britain the Isle of Man or the Channel Islands if indicated in the Schedule as being included,
  - (b) in connection with collection, delivery, cartage, sales promotions or non manual work (excluding the supervision of any work or contract other than as provided under (a) above) within Great Britain the Isle of Man or the Channel Islands in connection with the business,
  - (c) in connection with commercial visits abroad (excluding the execution or supervision of any work or contract) by Directors or Employees of the Insured normally resident in and travelling to and from the aforesaid countries anywhere in the world but only in respect of an action *for* damages which is brought against the Insured in a Court of Law in Great Britain Northern Ireland the Isle of Man or the Channel Islands.
8. Death bodily injury or illness loss of or damage to property caused by anything manufactured sold supplied repaired altered serviced installed or treated by or on behalf of the Insured other than death bodily injury or illness loss of or damage to property caused by
  - (a) anything in the charge or control of the Insured,
  - (b) food or beverages sold or supplied by the Insured.

Not applicable to bodily injury sustained by an employee arising out of and in the course of his employment or engagement by the Insured.

9. This Policy excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### **Special Conditions**

1. The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man or the Channel Islands or to offshore installations in the territorial waters around Great Britain and its Continental Shelf. The Insured shall repay to the Company all such sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.
2. If the first premium and any renewal premiums for this Section have been calculated on any estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record and following the expiry of each period of insurance shall supply to the Company within thirty days of the expiry of such period of insurance a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.

## SECTION 7 GOODS IN TRANSIT

### Schedule of Cover

The Company will indemnify the Insured against loss of or damage to Property whilst in transit in any vehicle belonging to the Insured within Great Britain or Northern Ireland the Isle of Man or the Channel Islands including loading and unloading.

Provided that the liability of the Company shall not exceed the Sum Insured stated in the Schedule which shall apply to anyone claim or series of claims arising out of anyone event.

### Exceptions

#### The Company shall not be liable in respect of

1. loss or damage due to delay, detention, loss of market or any consequential loss,
2. loss or damage to deeds, bonds, bills of exchange, cash, bank notes, treasury notes, securities, stamps, documents, manuscripts, business books, plans, design, patterns, models, moulds, furs, jewellery, precious metal or stones, watches or livestock,
3. loss or damage due to
  - (a) wear and tear, moths, vermin, depreciation, decay and natural deterioration,
  - (b) deterioration of goods conveyed in frozen, chilled or insulated condition due to variations in temperature unless directly due to fire or accident to the conveying vehicle,
4. loss or damage by theft or any attempt thereat from any of the Insured's own vehicles between 7pm and 8am unless such vehicles are garaged in enclosed premises which are securely locked or have a watchman in constant attendance.
5. loss or damage caused by or resulting from
  - (a) theft of Property left in an unattended Vehicle unless the Vehicle has all its points of access closed and secured by all its locks and other protections and all the keys are removed from it and retained by the driver.
  - (b) Theft of or water damage to Property when mp tom a closed Vehicle owned or operated by the Insured

### DEFINITIONS

#### Property

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

#### Vehicle

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

### Special Conditions

1. The Company may reinstate, repair or replace the goods lost or damaged as the case may be instead of paying the amount of the loss or damage and may join with any other Insurers in so doing in cases where the goods are also insured elsewhere.
2. The Insured shall take due care
  - (a) in the selection and supervision of employees,
  - (b) in the maintenance of vehicle
  - (c) in the safeguarding of the goods insured by proper packing, addressing, loading, unloading and handling.
  - (d) To maintain use and keep in thorough working order all the protections on the Vehicle.

## SECTION 8 BUILDINGS

### Definition

**Buildings** at the premises being brick stone or concrete built and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings) including

- landlords' fixtures and fittings, boundary and garden walls, gates and posts and
- shop fronts (including glass therein) if not more specifically insured.
- external blinds if not more specifically insured.

### Schedule of Cover

The Company will indemnify the Insured in respect of loss or destruction of or damage to the Buildings at the Premises described in the Schedule caused by any of the following perils:-

- Fire, lightning, explosion, earthquake.
- Aircraft and other aerial devices or articles dropped therefrom.
- Riot, civil commotion, strikes, labour disturbances or malicious persons
- Storm, tempest or flood but excluding:-
  - loss or damage resulting from frost, subsidence or landslip,
  - loss or damage to fences, gates and posts,
  - loss or damage occurring whilst the Premises are vacant,
  - loss or damage to external blinds.
- Escape of water and/or oil from any fixed water or heating installation excluding:-
  - loss or damage occurring whilst the premises are vacant,
- Impact by any vehicle or animal
- Breakage or collapse of television and radio aerials, aerial fittings and masts.
- Falling trees or parts thereof, excluding:-
  - all loss or damage caused by or as a direct result of felling or lopping of trees for or on behalf of the Insured.
- Theft involving entry to or exit from the Premises by forcible and violent means.

### Extensions

The insurance by this Section extends to include:-

- Pipes and Cables - accidental damage to underground service pipes and cables at the Premises.
- Fees - Architect's and Surveyor's Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim, it being understood-that the amount payable for such destruction or damage and cost of debris removal and fees shall not exceed in the aggregate the Sum Insured by each item.
- Debris Removal - costs and expenses necessarily incurred by the Insured with the consent of the Company in
  - removing debris,
  - dismantling and/or demolishing,
  - shoring or propping upof the portion or portions of the property destroyed or damaged by any of the perils.
- Building Regulations - such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority provided that
  - the amount recoverable under this Extension shall not include:-
    - the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws,
      - in respect of destruction or damage occurring prior to the granting of his Extension,
      - in respect of destruction or damage not insured by this Section,
      - under which notice has been served upon the Insured prior to the happening of the destruction or damage,

- (4) in respect of undamaged property or undamaged portions of property,
- (ii) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
  - (iii) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- (b) the work or reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased,
  - (c) if the liability of the Company under this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension shall be reduced in like proportion.
5. Property Owner's Liability - all sums for which the Insured becomes legally liable
- (a) as owner of the Buildings but not as occupier to any person not employed by the Insured and not a member of his household for accidental bodily injury or accidental damage to property occurring during the currency of this policy,
  - (b) to any person in consequence of Section 3 of the Defective Premises Act 1972 for accidental bodily injury or accidental damage to property occurring during the currency of this policy as a result of defects in any premises previously owned/leased and occupied by the Insured and disposed of since 1 January 1974 by the Insured but this insurance shall not be brought into contribution in any loss for which the Insured shall be entitled to receive compensation from any other source,
- but excluding any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- Provided always that the liability of the Company for all claims made in respect of or arising out of one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the sum of £2,000,000
- In addition the Company will indemnify the Insured in respect of all law costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company.

## **Exceptions**

This Section does not cover

1. Loss Destruction or Damage or the cost of removing debris arising from pollution or contamination
  - (a) By any event not insured by this Section
  - (b) To property not insured by this Section
2. Loss Destruction or Damage attributable solely to changes in the water table level.

## **Basis of Claims Settlement**

In the event of the Company being liable for destruction of or damage to the Buildings insured by this Section the basis upon which the amount payable will be calculated shall be as follows:

1. where the Buildings are destroyed - the rebuilding in a condition equal to but not better or more extensive than their condition when new,
2. where the Buildings are damaged - the repair of the damage and the restoration of the damaged portion of the Buildings to a condition substantially the same as but not better or more extensive than their condition when new.

Provided that

- (a) any work of rebuilding or restoration (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the Company's liability not being increased) must be commenced and carried out within a reasonable time,
- (b) when the Buildings are damaged or destroyed in part only the Company's liability shall not exceed the sum representing the cost which could have been paid if the Buildings had been wholly destroyed,
- (c) no payments shall be made until rebuilding or restoration costs have actually been incurred.

Memo 1

Where for any reason no payment can be made in accordance with Basis of Claims Settlement (1) or (2) above the basis of claims settlement will be the value of the Buildings at the time of the happening of their loss or destruction or the amount of such damage subject to proportionate reduction of the amount payable if at the time of destruction or damage the Sum Insured is less than the value of the Buildings.

Memo 2

Bankers interest and other interests notified in writing to the Company and stated in the Schedule to this Policy are held covered hereunder.

### **Company's Option**

The Company may at their option reinstate or replace such buildings or any part.

### **Average**

The Sum Insured on the Buildings of each Premises insured is declared to be separately subject to the following condition of average:

If in the event of loss or damage by an insured peril the Sum Insured shall be less than the cost of reinstating all the property insured to a condition equal to but not better or more extensive than its condition when new had such property been destroyed the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss. The total amount recoverable in respect of loss or damage by an Insured Peril shall not exceed the Sum Insured.

### **Reinstatement of Sum Insured After Loss**

In consideration of the Sums Insured not being reduced in the event of loss by any peril hereby insured against the Insured undertake to pay to the Company the appropriate additional premium from the date of loss to the following renewal date.

## **SECTION 9 ALL RISKS**

### **Schedule of Cover**

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

### **Exceptions**

The Company shall not be liable in respect of

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

### **Basis of Claims Settlement**

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

### **Average**

The Sums Insured by each item of Section 9 are declared to be separately subject to the following condition of average:-

If in the event of loss or damage the Sum Insured shall be less than the full value of the property insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss. The total amount recoverable in respect of loss or damage shall not exceed the Sum Insured.

## **SECTION 10 DETERIORATION OF FROZEN FOODS**

### **Schedule of Cover**

The Company will indemnify the Insured against loss of or damage to frozen foods in the Unit(s) detailed in the Schedule by deterioration or putrefaction caused by:

1. rise or fall in temperature as a result of breakdown of refrigeration plant and non-operation (*from* any inherent cause) of any thermostatic or automatic controlling devices pertaining thereto,
2. action of refrigerant fumes which have escaped from the plant,
3. accidental failure of public electricity supply.

Provided that

- (a) the Insured shall have a maintenance contract or a maker's guarantee or warranty in force during the whole currency of this Policy for each item unless it is a sealed unit.
- (b) the unit is not more than 10 years old.

### **Exceptions**

The Company shall not be liable in respect of

1. goods held in trust or on commission,
2. loss arising from neglect, misuse or abuse of the item, accidental switching off of power supply, pulled out power cord plug or blown fuse resulting in non-operation of the item,
3. loss arising as a result of the deliberate withholding of power by the supplying authority or its employees (including power cuts, reductions in power supply, strikes and labour disturbances and non-payment of accounts for power supplied to the Premises in which the item is situated),
4. any consequential loss of whatsoever nature.

### **Average**

Each item of this Section is separately subject to the following condition:-

If the property covered hereby shall at the commencement of any destruction or damage be collectively of greater value than such Sum Insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

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

### **Schedule of Cover**

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

It is warranted that the extractor unit shall have in force a manufacturer's guarantee or warranty or a maintenance and service agreement with a competent engineer.

Indemnity under this Section shall be limited to a maximum of £250 in respect of anyone period of closure and shall be limited to a maximum of £ 1 000 in anyone period of insurance of not less than 12 months.

### **Exceptions**

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

### **Basis of Claims Settlement**

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

## SECTION 12 PERSONAL ACCIDENT/SICKNESS

### Definitions

**LOSS OF EYE** shall mean total and irrecoverable loss of all sight.

**LOSS OF LIMB** shall mean total and permanent loss of use of the entire hand arm foot or leg.

**TEMPORARY TOTAL DISABLEMENT** shall mean temporary and complete inability to attend to any part whatsoever of the Insured Persons occupation.

### Schedule of Cover

In the event of any Insured Person named or described in the Appendix to this Section engaging in the profession or occupation as specified in the said Appendix and no other for the purposes of this insurance sustaining bodily injury resulting solely and directly from accident caused by external violent and visible means and such bodily injury shall directly and independently of any other cause result in death loss or disablement as defined herein, the Company agree to pay to the Insured Person or to his legal personal representatives the benefits as provided in the Appendix.

If cover is granted under Item 5 of the Scale of Benefits below this Policy extends to include Sickness as defined.

### Scale of Benefits

Benefits are as detailed below and the benefits for each Insured Person is detailed in the Appendix Personal Accident

	<u>Each Unit</u>
Item 1 death from accidental means	£5,000
Item 2 loss of one or more limbs and/or loss or one or both eyes	£5,000
Item 3 permanent total disablement other than loss of limb(s)	£5,000
Item 4 temporary total disablement up to 104 weeks	£50 per week
Item 5 temporary total disablement caused by sickness up to a maximum of 52 weeks but excluding the first seven days of any sickness	£50 per week

Provided that

- benefit shall not be payable
  - under items 1, 2 or 4 unless death loss or disablement occurs within six calendar months of the date of the accident
  - under item 3 except on proof to the satisfaction of the Company that permanent and absolute disablement from engaging in or giving attention to any and every kind of profession business or gainful occupation has continued throughout a period of 104 weeks from the date of the accident and will continue for the remainder of the Insured Person's life,
  - under item 4 for more than 104 weeks in respect of anyone Insured Person for anyone accident or series of accidents occurring in anyone period of insurance.
  - under more than one of the items in respect of anyone Insured Person for the same accident except under items 3 and 4,
- payment of a claim under item 4 shall be made at the termination of the disablement and all sums paid under such items in respect of anyone Insured Person shall be deducted from any sum becoming payable under items 1 or 2 in respect of such Person for the same accident the Company being liable only for the balance. In the event of disablement lasting for more than 8 consecutive weeks the Insured may request the Company to make an interim payment of such benefit and the Company undertake to consider all such requests sympathetically,

3. upon payment of a claim under items I to 3 all further liability of the Company hereunder shall cease in respect of the Insured Person for whom such payment is made.
4. payment of a claim under Item 5 shall be made only at the termination of the disablement due to sickness. In the event of disablement from such sickness lasting for more than 8 consecutive weeks the Insured may request the Company to make an interim payment of such benefit and the Company undertakes to consider sympathetically such requests.

### **Exceptions**

This Section does not cover bodily injury and/or sickness whether fatal or non-fatal directly or indirectly caused by or arising or resulting from or traceable to

1. Intentional self-injury suicide or attempted suicide.
2. The Insured Person being under the influence of or being affected by intoxicating liquor a drugs venereal disease or insanity.
3. The Insured Person engaging in flying or air travel of any kind (other than as passenger in any fully licensed passenger-carrying aircraft but not as a member of the crew and not for the purpose of undertaking any trade or technical operation therein) polo steeple chasing motor cycling (whether as driver or passenger) professional sport of any kind mountaineering necessitating the use of ropes or guides winter sports riding or driving in any kind of race speed or duration test or practice thereof or the occupational use of power-driven wood-working machinery.
4. Child birth or pregnancy in the case of women.
5. Any pre-existing disease physical defect or infirmity other than any such conditions which has been advised to the Company and the existing of which has been noted and acknowledged by them in writing.

### **Special Conditions**

1. The Insured shall give immediate notice in writing to the Company of
  - (a) any change in the business of the Insured,
  - (b) any change in the profession occupation pursuits or residence of an Insured Person,
  - (c) any disease physical defect or infirmity by which an Insured Person has become affected.
2. The Company shall not be bound to notice or be affected by any notice of any trust charge or alienation relating to this Section but the receipt of the Insured or his legal personal representatives shall in any case effectually discharge the Company.
3. The insurance granted by this Section in respect of an Insured Person will terminate at the end of the period of insurance in which such Insured Person attains the age of 70 years in respect of Items I - 4 of the Schedule of Benefit but will terminate at the end of the period of insurance in which such Insured Person attains the age of 65 in respect of Item 5 of the Schedule of Benefit.
4. The Company shall not be liable under this Section of the policy if the insured holds any other accident policy with the Company in respect of the same accident unless the Company shall have expressly agreed thereto.

## SECTION 13 LOSS OF LICENCE

The Company will in the event of the Licence granted in respect of the premises for the sale by retail of excisable liquors (the Licence) becoming suspended or forfeited under the provision of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the period of insurance such suspension or forfeiture or refused renewal being occasioned by reasons beyond the control of the Insured pay or make good to the Insured all loss that the Insured may sustain in respect of

- (a) the depreciation in value of the interest of the Insured in the premises and/or the business carried on therein by the suspension or forfeiture of or refusal to renew the licence to an amount not exceeding the sum insured.
- (b) the costs and expenses incurred by the Insured with the written consent of the Company in connection with any appeal against the suspension or forfeiture of or refusal to renew the licence.

Provided always that if the Insured shall be entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the licence, no claim shall arise under this section.

### Exception

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

### Special Conditions

1. The Insured shall on becoming aware of any
  - (a) complaint against the premises or the control thereof
  - (b) proceedings against or conviction of the Licenceholder, Manager, Tenant or Occupier of the premises for any breach of the Licensing law or any matter whatsoever whereby the character or reputation of the person concerned in affected or called in question with respect to his honesty moral standing or sobriety.
  - (c) change in the tenancy or management of the premises (d) transfer or proposed transfer of the licence
  - (e) alteration to the purpose for which the premises are used
  - (f) objection to renewal or other circumstances which may endanger the licence or the renewal thereof

immediately give notice thereof in writing to the Company and supply additional information and give such assistance as the Company may reasonably require

### Definition

#### LICENCE

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

## Endorsements

Only operative if indicated in the Schedule.

### CC3 Intruder Alarm Condition

#### DEFINITIONS

**INTRUDER ALARM SYSTEM:** The component parts including the means of communication used to transmit signals.

**ALARMED PREMISES:** The Premises or those portions of the Premises protected by the Intruder Alarm System.

**RESPONSIBLE PERSON:** The Insured or any person authorised by the Insured to be responsible for the security of the Premises.

**KEYHOLDER:** The Insured or any person or keyholding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to the Premises.

It is a condition precedent to liability (under this Policy) in respect of loss or damage following entry or attempted entry to or exit from the premises by forcible and violent means that:

1. The Premises are protected by an Intruder Alarm System installed as agreed with the Insurer.
2. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or such other company, as agreed with the Insurer.
3. No alteration to or substitution of any part of the Intruder Alarm System or the maintenance contract be made without the written agreement of the Insurer.
4. The Alarmed Premises shall not be left without at least one Responsible Person therein without the agreement of the Insurer:
  - (i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - (ii) if the Police Authority have withdrawn their response to alarm calls.
5. All keys to the Intruder Alarm System are removed from the Premises when they are left unattended.
6. The Insured maintains secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises.
7. The Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and Police Authorities.
8. 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 Intruder Alarm System is set, a Keyholder shall attend the Premises as soon as reasonably possible and shall not leave them without at least one Responsible Person therein until the provisions of paragraph (4) have been complied with unless specifically agreed by the Insurer in writing.
9. In the event of the Insured receiving any notification from:
  - (a) the Police Authority that response to alarm signals/calls from the Intruder Alarm System may be restricted or withdrawn
  - (b) a Local Authority or Magistrate imposing any requirement for abatement of a nuisance .
  - (c) the installing company or other such company as agreed by the Insurer that the Intruder Alarm System cannot be returned to, or maintained in full working orderthe Insured shall advise the Insurer as soon as possible and in any event not later than 10a.m. on the Insurer's next working day and comply with any subsequent requirements stipulated by the Insurer.

### CC4 Waste Warranty

It is warranted that all oily or greasy waste and cloths be kept in metal receptacles and removed outside every night and that all sawdust, shavings and other refuse be removed every night from the building or buildings in which woodworking takes place and from all buildings communicating therewith.

### CC5 Money in Transit

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

#### Amount of Money in Transit exceeding

£2,000  
£5,000  
£10,000

#### Minimum No. of Employees

Two  
Three  
Money to be carried by  
a professional cash carrier

### CC6 Contents Accidental Damage Extension

The following amendments are made to Section I - Contents

1. Paragraph one of Schedule of Cover is amended to read  
The Company will indemnify the Insured in respect of loss or destruction of or damage to the insured contents at the Premises by any cause which is not excepted

2. The following Exceptions are added
  10. wear or tear or any other gradually operating cause
  11. mechanical or electrical breakdown or derangement
  12. damage to bulbs valves or transistors unless caused by fire theft or impact
  13. moth vermin insects or fungal attack corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness marking and scratching
  14. any process of cleaning restoring altering or repairing
  15. delay or loss of market
  16. loss or destruction of or damage to foodstuffs by rise or fall in temperature
  17. loss destruction or damage to glass and sanitaryware
  18. accidental erasure of computer systems records unless accompanied by damage to the records
  19. subsidence collapse landslip groundheave creeping normal settlement shrinkage cracking or expansion in buildings or foundations
  20. faulty or defective design materials or workmanship inherent vice or latent defect
  21. joint leakage failure or welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

### **CC7 Buildings Accidental Damage Extension**

The following amendments are made to Section 8 - Buildings

1. Paragraph one of Schedule of Cover is amended to read  
The Company will indemnify the Insured in respect of loss or destruction of or damage to the Buildings of the Premises in the Schedule by any cause which is not excepted
2. The Following Exceptions are added
  3. wear and tear frost dampness dryness or any other gradually operating cause
  4. vermin insects of fungal attack corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marking and scratching
  5. any process of cleaning restoring altering or repairing
  6. loss destruction or damage to glass and sanitaryware
  7. subsidence collapse landslip groundheave creeping normal settlement shrinkage cracking or expansion in buildings or foundations
  8. the cost of maintenance or routine decoration
  9. faulty or defective design materials or workmanship inherent vice or latent defect
  10. 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

### **CC8 Increased Excess**

Wherever The Insured is made to be responsible for the first part of any claim (Excess) Arising hereunder such Excess amount is increased to £250

### **CC9 Increased Excess (overall)**

Contrary to anything stated herein The Insured is made responsible for the first £250 of each and every claim arising hereunder.

### **CC10 New and Existing Protections Condition**

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

## **The Law Applicable to this contract**

The parties to this contract have the right to choose the law that should apply. China Taiping Insurance (UK) Co. Ltd., propose to apply English Law' and in the absence of any written agreement to the contrary, English Law will apply.