

Essential covers

Policy documents



superscript

The schedule for your essential covers

Produced on Saturday, 8 October 2022

This schedule forms part of **your policy** and should be read as one document alongside the **policy** wording, any endorsements and the statement of fact. Please keep the schedule safe with **your policy**. This schedule outlines **your** cover. Endorsements applying to **your** cover are detailed in the **policy** wording.

Your Details

Policy Number	PMSA000542
The insured	Anastasia Tsigkrou
Trading name	Sense Of Velvet
Business activities	Cosmetics Shop
Start Date	Monday, 10 October 2022
Anniversary Date	Monday, 9 October 2023
Monthly Premium	£19.90 plus £2.39 Insurance Premium Tax
Policy Wording	MSARI0821

Important

If the information in this schedule is incorrect or incomplete, or if this insurance does not meet **your** requirements, please tell **us** as soon as possible. **You** are reminded of the need to tell **us** immediately of any facts or changes which **we** would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts could invalidate **your** cover or result in the **policy** not operating fully.

Sections you have chosen to cover

Public and products liability

Limit of indemnity	£5,000,000.00
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Employers liability

Not covered

Buildings

Not covered

Contents

Not covered

Business interruption

Not covered

Specified all risks

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Not covered

Terrorism

Not covered

Prosecution Defence

£2,000,000

Loss of licence

Not covered

Security requirements at the premises

Not covered

Excesses

Damage to third party property

£250

Employers' Liability section and third party bodily injury

Nil



Endorsements

The following endorsements modify this policy and shall be read as if incorporated within it.

All other terms and conditions remain unchanged.

Automatic renewal condition

Upon the anniversary date shown in the schedule this **policy** will automatically renew for a period of 12 months on expiring terms unless:

- a. the **policy** has been cancelled in accordance with the cancellation condition
- b. **we** have given **you** 30 days written notice that the **policy** will not automatically renew
- c. **we** have given **you** 30 days written notice that the **policy** will automatically renew on different terms,
or
- d. **you** have given **us** 30 days written notice that the **policy** should not automatically renew.

Treatment cover

The following defined terms are added to Public and products liability section of this **policy**

Covered treatments

1. aromatherapy
2. colour analysis
3. cosmetic camouflage
4. ear piercing - gun and stud or needle
5. eyebrow shaping
6. eyebrow/eyelash tinting
7. eyelash extensions/weaving
8. facial masks excluding acid or skin peels
9. facial sauna
10. hair cutting, drying and styling
11. hair dyeing, tinting, bleaching, perming, waving or relaxing
12. hair extensions - attachment and removal
13. hair removal by threading, plucking, waxing, sugaring or epilation
14. make-up make over
15. manicure and pedicure - polish, gel polish, nail art and acrylic extensions
16. massage - body and face
17. shiatsu advanced

Excluded treatments

1. the undertaking of chiropody
2. any electrical treatment
3. ultra violet ray treatment
4. treatment to the eyes, including but not limited to laser eye surgery, plastic surgery, transplant surgery, macular degeneration treatment (The Hubble implant)
5. vibro massage other than to the scalp
6. hypodermic injection
7. surgical operation or any operation involving the removal or piercing of skin
8. use of any products contrary to the makers or vendors instructions
9. the application or use of any lotion, hair dye or other preparation which has been, wholly or partly, manufactured, produced, mixed or treated in any way by **you** or any **employee**
10. ear piercing not carried out by gun or stud method
11. the use of sun beds or solariums.

Treatment exclusion



Part 2 of the Design and advice and treatment exclusion under the Public and products liability section under 'What is not covered' is amended to read as follows

We will not cover legal liability arising from

- a. any **excluded treatments** or any other treatment which is not within the definition of **covered treatments**
- b. any **covered treatments** (other than the washing and drying of hair) by any **employee** who
 - a. is under the age of 18 or:
 - b. has less than two years' experience unless they hold a recognised qualification or certificate to practice the **covered treatments** or unless they are supervised by an **employee** with greater than two years' experience or who holds their own recognised qualification or certificate to practice the **covered treatments**
- c. the use of razor or clipper blades, steel combs or any item that could pierce the skin in the course of any **covered treatments** unless brand new or thoroughly sterilised before use
- d. hepatitis non-A or any condition caused by, or associated with Human Immune Deficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind
- e. actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation in the course of **covered treatments**

We will also not be liable if this sexual misconduct takes place under the guise of **covered treatments**.

Basis of settlement for secondhand goods and antiques

We will use the invoice cost which is the price that **you** paid for **your stock** and is recorded on the purchase invoice or receipt for any one item or market value which is the value of the item(s) on the open market if **you** were to sell it on that day, whichever is the lesser. If an item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item. If **we** repair it, **we** will also pay for any loss in value. The most **we** will pay in total is the value of that item using the basis of settlement mentioned above.



Policy wording

Please read carefully all documents that **we** have provided and keep them in a safe place. **You** should make sure **you** have read and understood them, especially any conditions **you** must comply with and what **you** must do when making a claim.

If **you** have any questions, need anything explaining or believe this insurance does not meet **your** needs, please contact Superscript on 0333 772 0759 or email support@gosuperscript.com

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the insurance cover which **we** will provide during the **period of insurance** and for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The policy wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are in **bold text**.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read together with 'What is not covered', the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided under the Claims notification condition and Claims procedures condition under Policy conditions.

To make a claim, call the claims helpline on 0800 772 3059 or email msaclaims@gosuperscript.com

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'How to make a complaint'.

Registration and regulatory information

MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000. MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects the regulatory system applying will be different from that of the United Kingdom.

Data protection

Your information has been, or will be, collected or received by **us**. **We** will manage personal data in accordance with data protection law and data protection principles. **We** require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The full Data Privacy Notice can be found at <https://www.msamlin.com/en/site-services/data-privacy-notice.html>

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email dataprotectionofficer@msamlin.com or at the below address:

Data Protection Officer, MS Amlin, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

Employers Liability Tracing Office (ELTO)

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

1. Certain information relating to **your** insurance policy including, without limitation:
 - a. the policy number(s);
 - b. employers' names and addresses (including subsidiaries and any relevant changes of name);
 - c. dates of cover;
 - d. employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - e. Companies House reference numbers (if relevant)will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
2. This information will be made available by **us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants):
 - a. to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - b. to identify the relevant employers' liability insurance policies.
4. The database will be managed by ELTO.
5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be in bold text and will have the same meaning wherever it is used. There are additional defined terms under each section.

Business

Business activities described in **your** schedule and normally based at and operating from **your premises** within the **policy territories**

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Excess

First amount of a claim or claims, for which **you** are responsible as shown in the schedule or by any endorsement or within the policy.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

Key holder

You or any person or key holding company authorised by **you** who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and who will attend and allow access to the **premises**.

Period of insurance

Period between the start date and the anniversary date or expiry date shown in **your** schedule for which you have agreed to pay the premium.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Policy

Policy and schedule and any endorsements and any statement of fact attached or issued.

Policy territories

Great Britain, Northern Ireland, and the Isle of Man.

Premises

The buildings and land inside the boundaries of the property address(es) shown in **your** schedule occupied by **you** for the purpose of the **business**.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/us/our

MS Amlin Insurance SE

You/your/yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

1. cancel **your policy**;
2. declare **your policy** void (treating **your policy** as if it never existed);
3. change the terms of **your policy**;
4. refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Alarm condition

This condition applies to each of **your premises** where **your** schedule shows that intruder alarm protection is required.

We will not cover **you** for loss or damage following entry or attempted entry into or exit from the **premises** by forcible and violent means unless the following conditions are complied with.

1. An **intruder alarm system** is required for **your premises** and must be installed within 30 days from either
 - a. the start date of **your policy** shown in **your** schedule, where intruder alarm protection is required from the start of the **policy**
 - b. the date of changes to **your** cover shown in **your** schedule, where intruder alarm protection is required from the date of changes to **your** cover
 - c. the date of changes to **your** cover shown in **your** schedule, where there is a change to the intruder alarm protection type required from the date of changes to **your** cover

and put into full and effective operation whenever the **premises** are closed for business or left unattended.

We will not regard the **intruder alarm system** as fully effective if **you** have had notice of the withdrawal of the police, telephone or central monitoring station service and the service has been withdrawn.

2. Alarm signalling must activate remotely to an alarm receiving centre. The acceptable types of remote signalling systems **we** require for **your premises** are shown in **your** schedule.
3. The **intruder alarm system** must be installed and maintained by an alarm company accredited either by NSI (National Security Inspectorate) NACOSS (National Approval Council of Security Systems) Gold or Silver, or SSAIB (Security Systems and Alarms Inspection Board) to generate full police response (Level 1, where the police will respond to the activation of the intruder alarm immediately) to alarm activations.
4. If the alarm system is not fully effective **you** must make arrangements for **your premises** to be attended by a **responsible person** until the **intruder alarm system** is fully operational.
5. **You** must not make any changes to the alarm signalling method type shown in **your** schedule for police response to any activation of the **intruder alarm system** without **our** written agreement.

6. **You** must keep all security codes for the **intruder alarm system** confidential and never leave them on the **premises** when they are closed for business and left unattended.
7. **You** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm receiving centre.
8. If **you** are notified of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, when the **intruder alarm system** is set a **key holder** must attend the **premises** as soon as reasonably possible.

When the **key holder** attends and the alarm cannot be reset **you** must make arrangements for the **premises** to be attended by at least one **responsible person** until the **intruder alarm system** is fully operational.

9. If **you** receive any notification
 - a. that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed
 - b. that the **intruder alarm system** cannot be returned to or maintained in full working order

You will tell **us** as soon as possible on the next working day and **you** must comply with any requirements that **we** ask for.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for damage by theft or attempted theft.

Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
2. **You** may also cancel this **policy** at any time by giving **us** 30 days written notice.
3. **We** can cancel **your policy** at any time during the **period of insurance** by giving 30 days written notice to **your** last known address and/or **your** last registered email address.
4. **We** can cancel **your policy** by giving 14 days notice if the premium has not been paid.

Where the **policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that:

1. no claim has been paid or is outstanding in the current **period of insurance**;
2. **we** have not applied the Fraud condition

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

Cancellation of this **policy** will not affect any rights **you** or **we** may have before the date of cancellation.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

1. to the **business**
2. in the person, firm, company or organisation shown in the schedule as the insured
3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy**, **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium of different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

1. as soon as practical
 - a. give **us** notice of any circumstances which might lead to a claim under this **policy**
 - b. give **us** all the information **we** reasonably request
2. as soon as reasonably practicable
 - a. on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b. tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
 - c. unless otherwise agreed by **us** in writing, notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

To give **us** notice of any claim or circumstances which might lead to a claim under this **policy**, contact:

Tel: 0800 772 3059

Email: msaclaims@gosuperscript.com

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

1. **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
2. At **your** expense **you** must provide **us** with
 - a. full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
 - b. any assistance to enable **us** to settle or defend a claim
 - c. details of any relevant other insurances.
3. **You** must not accept or admit liability or offer or agree to negotiate, pay, settle, or repudiate any claim without **our** written consent.
4. Following a claim **you** must allow **us** or anyone authorised by **us**
 - a. access to premises
 - b. to take possession of, or request delivery to **us** of any property insured.
5. **You** must not abandon any property to **us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Dispute resolution condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Whether **we** or **you** bear the costs of the arbitration, or these are shared by **us** and **you** will be determined at the discretion of the arbitrator. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case, this will not affect **your** right to take action against **us** over the disagreement.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition, then

1. if the failure to make a fair presentation of the risk is deliberate or reckless, **we** can elect to make **your policy** void and avoid all claims and keep the premium. This means treating the **policy** as if it had not existed from a specific date and that **we** will not return **your** premium, or
2. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and refuse all claims and return **your** premium or
3. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover at a different premium or with different terms and conditions had **you** made a fair presentation of the risk then **we** can:
 - a. charge **you** and expect **you** to pay the additional premium that **we** would have charged from the start of the **period of insurance**
 - b. reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable. This will not apply if **you** have agreed to pay the additional premium in a) above from the start of the **period of insurance**; and/or
 - c. treat **your policy** as if it had included the different terms and conditions (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
4. Where **we** elect to apply one of the above then
 - a. if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
 - b. **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
 - c. **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your policy**;
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we may:

- a. refuse to pay the claim;
- b. declare the **policy** void, treating it as if it had never existed without any refund of premiums;
- c. seek to recover any costs **we** may have already incurred relating to the fraudulent claim

We may also inform the police of the circumstances.

Instalments condition

If **you** pay **your** premium monthly or by instalments and there is any default in payment, **we** (or our agent on our behalf) will contact **you** to request payment by a given date, which will be 14 days from the date **we** contact **you**. If payment is still not received by this date, **we** may then cancel this policy back to the date that the premium had been paid up. No refund or credit of premium will be due when cancellation takes place in these circumstances.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full. If no claim has been made and insufficient payments have been made to cover the period for which insurance has been provided, payment for the unpaid portion of premium will remain due.

Law applicable

You and **we** can choose the law which applies to this **policy**.

Unless both **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Minimum security standards condition – level 1

Your schedule will show if this condition applies.

The following minimum levels of security must be installed and maintained at **your premises** and put into full and effective use whenever **your premises** are closed for business or left unattended.

1. All external doors to **your premises** and all internal doors that give access to any part of the buildings not occupied by **you** must be fitted and secured with good quality locks appropriate for the type of door.
2. All windows and skylights accessible from the ground, a roof, balcony, canopy, porch or downpipe must be fitted and secured with key operated locks unless a window is protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork.

You must also comply with the Electronic equipment security condition in the Contents section.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Minimum security standards condition – level 2

Your schedule will show if this condition applies.

The following minimum levels of security must be installed and maintained at **your premises** within 30 days from either

1. the start date of **your policy** shown in **your** schedule
2. or the date of changes to **your** cover shown in **your** schedule.

Until **you** comply with this condition **you** must comply with Minimum security standards condition – **Level 1** above.

1. All external doors to **your premises** and all internal doors that give access to any part of the buildings not occupied by **you** must be fitted with and secured as follows
 - a. timber doors by an appropriate mortice deadlock which has five or more levers and a matching metal box striking plate which conforms to British Standards BS 3621 or European Norm EN 1303 and installed in accordance with the manufacturer's recommendations
 - b. aluminium doors by integral cylinder key operated mortice deadlocks which conforms to EN 1303
 - c. UPVC doors by key operated multi-point locking devices incorporating swinging/claw locking bolts
 - d. the first closing leaf of any double leaf doors described in **a**, **b**, or **c** above with internal bolts top and bottom
 - e. outward opening doors such as fire escape doors should be fitted with hinge bolts top and bottom.
2. All accessible opening windows (including a window that can be easily reached from a roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights are all to be fitted and secured with appropriate key operated window locks, installed in accordance with the manufacturers recommendations.

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window.
3. Any door or window officially designated by the local planning officer, local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements.

The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose such as mortice deadlocks conforming to BS 8621 and panic bars/latches conforming to BS EN 1125.

You must also comply with the Electronic equipment security condition in the Contents section.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1. a proportionate share of the claim or
2. an amount beyond that which is or would be payable under the other insurance.

Reasonable care condition

You must take reasonable steps at **your** own expense to:

1. prevent or protect against loss or damage;
2. cease any activity which may lead to liability under this **policy**;
3. keep anything insured in good condition and in full working order;
4. remedy any defect or any danger that becomes apparent, as soon as possible and until remedied take any additional precautions required;
5. comply with all statutory requirements and other safety regulations imposed by any authority

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

We will not pay **your** claim where **you** have not complied with this condition.

Sanctions condition

We will not provide cover, nor will **we** pay any claim or provide any benefit under **your policy** if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulations applicable to **us**, or **our** parent, subsidiary or group member company.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights under this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999 or any amendment to it.

General exclusions

These exclusions apply to all sections of this **policy**.

Asbestos exclusion

We will not cover any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos containing materials.

This exclusion will not apply to coverage provided under the Employers liability section.

Disease exclusion

Notwithstanding any provision to the contrary within **your policy**, except for any cover provided under the Public and products liability or Employers liability, this **policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in **your policy**, these sections will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by **your policy** and is directly caused by or arising from any of the following causes: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to, by, or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**; or
2. any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to, by, or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**.

Making a complaint

How to make your complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have **any** questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact Superscript.

If **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Complaints, MS Amlin Insurance, SE, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

Telephone: 0207 7746 1300

Email: complaints@msamlin.com

Website: www.msamlin.com

Financial Ombudsman Service (FOS)

Should **you** remain dissatisfied following **our** final written response, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. **You** are entitled however to contact the FOS at any stage of your complaint.

To check if **you** are eligible to refer your complaint or for further information the FOS contact details are:

Financial Ombudsman Service,
Exchange Tower, Harbour Exchange Square, London E14 9SR
Telephone: 0800 023 4567 or 0300 123 9123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Nothing contained in this complaints procedure will affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. The amount and type of compensation depends on the type of insurance, size of **your** business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Public and products liability section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section.
2. At **your** request
 - a. any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions but only for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**
 - b. any director or **employed person** of **yours** in connection with the **business**
 - c. any officer or member whilst undertaking their duties in connection with **your**
 - i. canteen, sports, social, educational or welfare organisations
 - ii. fire, security, first aid, medical or ambulance services
 - d. any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Bodily injury

Death, bodily injury, illness or disease including mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease.

Claim costs

Costs and expenses

1. of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at
 - a. any coroner's inquest or fatal accident inquiry
 - b. summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employed person(s)

Anyone who is

1. under a contract of service or apprenticeship with **you**
2. employed by **you** or on **your** behalf on a labour only basis
3. self employed on a labour only basis
4. hired to **you** or borrowed by **you** from another employer
5. a voluntary helper or taking part in a work experience or training scheme

and under **your** control or supervision.

Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or **bodily injury** directly or indirectly caused by the pollution or contamination.

Products

Products that **you** supply, provide or deliver including containers, packaging, labelling, instructions or advice in connection with the product in the course of the **business**.

Terrorism

In Great Britain and Northern Ireland: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental

1. **bodily injury** to any person
2. loss of or damage to material property
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring during the **period of insurance** in connection with **your business**

- a. within the **policy territories**
- b. elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **employed persons** ordinarily resident in the **policy territories**
- c. anywhere in the world and caused by any **products** after they have ceased to be in **your** custody or control.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1. the management and upkeep of **your premises** and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
3. private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
4. the sale or disposal of business assets.

Claims costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at a rate of

1. £500 per day for any director or partner
2. £250 per day for any **employed person**

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental

1. **bodily injury**
2. loss of or damage to material property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

- a. the use by an **employed person** of their own motor vehicle within the European Union
- b. the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not make any payment

- i. for loss of or damage to any motor vehicle referred to in a. or b. above
- ii. unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii. where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate policy had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

Data protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

1. amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
2. if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

1. fines or penalties imposed by a court
2. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
3. the cost of replacing, reinstating, rectifying or erasing any personal data
4. refund of monies paid to **you** by any claimant
5. liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £100,000

Defective Premises Act cover

We will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, arising out of premises **you** have disposed of but had previously owned in connection with the **business**.

We will not cover loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability for which **you** are covered under any other insurance policy.

Personal liability cover

At **your** request, **we** will pay the amount of damages for which any of **your** directors, partners or **employed persons** or their spouse or children are liable by law and **claim costs**, as a result of accidental

1. **bodily injury**
2. loss of or damage to material property, not owned by or held in trust by **you** or them, or in **your** or their custody or control

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

- a. arising out of the ownership or occupation of land or buildings
- b. where cover is provided under any other insurance
- c. in circumstances which a **policy** or section exclusion applies.

Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

1. **pollution and contamination** or
2. **products**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

We will pay **claim costs** in addition to the **limit of indemnity** except in respect of claims, judgements, awards, settlements or any other order made anywhere in the world to enforce a judgement award or settlement made within the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada where the maximum **we** will pay in respect of the combined total for all damages and **claim costs** will be the **limit of indemnity**.

As a result of any claim or claims **we** may at any time, pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment, except for **claim costs** incurred before the date of the claim payment.

What is not covered

These exclusions apply only to this section.

Aircraft and watercraft exclusion

We will not cover legal liability arising from **you** owning, possessing or using any

1. aircraft
2. watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Aircraft products

We will not cover legal liability arising from or caused by any products which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

Contractual liability exclusion

We will not cover claims

1. for **contractual liability** in connection with **products**
2. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
3. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Damage to products exclusion

We will not cover loss of or damage to property forming part of any **products** sold or supplied by **you** caused by or arising from a defect in or the unsuitability of those **products**.

Design and advice and treatment exclusion

We will not cover legal liability arising from

1. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee
2. physical, mental or cosmetic treatment of any person (other than first aid treatment).

Electronic data exclusion

We will not cover legal liability caused by or arising from

1. authorised or unauthorised transmission of **electronic data**
2. the content of any website, **your** email, intranet or extranet
3. loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality, failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or damage to property and this will apply to each **event**.

Foreign manual work exclusion

We will not cover legal liability arising outside the **policy territories**, except in respect of temporary visits elsewhere, by persons ordinarily resident within the **policy territories**, where no manual work is involved.

Libel or slander

We will not cover **you** for libel or slander or false statement.

Manual work away exclusion

We will not cover any **bodily injury**, loss or damage caused by or arising out of manual work away from the **premises** other than the collection or delivery of **products** or whilst participating at trade exhibitions or trade fairs for the purpose of the **business**.

North American exclusion

We will not cover legal liability or any allegation, claim, circumstances or proceedings for **bodily injury** or loss of or damage to property caused by or in connection with any **products**, which to **your** knowledge, are for export, either directly or indirectly, to the United States of America or Canada.

Offshore exclusion

We will not cover legal liability arising in connection with any person while **offshore**.

Pollution and contamination exclusion

We will not cover legal liability arising from **pollution or contamination**

1. occurring in the United States of America or Canada or any dependency or trust territory
2. occurring elsewhere unless caused by a sudden and unexpected incident which takes place entirely at a specific time and place during the **period of insurance**.

Property under your control exclusion

We will not cover loss or damage to property owned by **you** or which is held in **your** care, custody or control.

But **we** will cover

1. premises within the **policy territories** which are leased, let, rented, hired or lent to **you** for the purpose of the **business**, as long as a tenancy or other agreement does not
 - a. result in **contractual liability**
 - b. say that loss or damage must be insured under a property insurance **policy** arranged by **you** or on **your** behalf
2. premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
3. **employed persons** or visitors vehicles or effects while on **your** premises.

Punitive damages exclusion

We will not cover legal liability to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover any legal liability directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall

We will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **products**, or to make any refund.

Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation, or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. in England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. in Northern Ireland
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked- out workers or people taking part in labour disturbances or malicious people and
 - c. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

War risk exclusion

We will not cover any legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority, whether or not the event has been contributed to by any other cause or event.

Employers liability section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
2. At **your** request
 1. any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
 2. any director or **employed person** of **yours** in connection with the **business**
 3. any officer or member whilst undertaking their duties in connection with **your**
 - i. canteen, sports, social, educational or welfare organisations
 - ii. fire, security, first aid, medical or ambulance services
 4. any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Bodily injury

Death, bodily injury, illness or disease including mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease.

Claim costs

Costs and expenses

1. of any claimant which **you** or any of the **additional persons insured** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at
 - a. any coroner's inquest or fatal accident inquiry
 - b. summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Employed person(s)

Anyone who is

1. under a contract of service or apprenticeship with **you**
2. employed by **you** or on **your** behalf on a labour only basis
3. self employed on a labour only basis
4. hired to **you** or borrowed by **you** from another employer
5. a voluntary helper or taking part in a work experience or training scheme

and under **your** control or supervision.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Offshore

On or working from, or travelling by sea or air, to from or between an offshore rig, platform or similar offshore installation

Terrorism

In Great Britain and Northern Ireland: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

What is covered

We will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental **bodily injury** to any **employed person** normally resident within the **policy territories** caused during the **period of insurance** in connection with the **business**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1. the management and upkeep of **your premises** and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
3. private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
4. the sale or disposal of business assets.

Claim costs cover

We will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at a rate of

1. £500 per day for any director or partner
2. £250 per day for any **employed person**

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

1. **bodily injury** is sustained while **you** are working in connection with the **business** within the **policy territories**
2. **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**
3. **you** have a valid right of action for negligence against the other partner or **employed person**.

Unsatisfied court judgements cover

We will at **your** request pay an **employed person** or their personal representative the amount of any award to that person as a result of a judgement which has been obtained for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories** and which remains unpaid six months after the date of the judgement.

We will only provide cover if

1. there is no outstanding appeal
2. the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3. the judgement was obtained in a court within the **policy territories**
4. the **employed person** or their personal representative assigns the judgement to **us**.

Limit of cover

The most **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** A or B shown in **your** schedule and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence or all occurrences of a series from or due to one source or original cause.

Limit of indemnity A will apply unless the occurrence or all occurrences of a series arises directly or indirectly in connection with **terrorism**.

Limit of indemnity B will apply to any occurrence or all occurrences of a series arising directly or indirectly in connection with **terrorism**.

The most **we** will pay for the total of all damages and **claims costs** arising out of any one event or events of a series from or due to one source or original cause and arising out of or caused by the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos will not exceed £5,000,000.

As a result of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the claim or claims, except for **claim costs** incurred before the date of the claim payment.

What is not covered

These exclusions apply only to this section.

Offshore exclusion

We will not cover legal liability as a result of **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of

1. **contractual liability**
2. the liability of any principal for whom **you** are completing a contract.

War risk exclusion

We will not cover any legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority, whether or not the event has been contributed to by any other cause or event.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Prosecution defence section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
 - a. any director, partner, manager, officer or **employed person of yours** in connection with the **business**
 - b. any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as your other **employed persons** and who performs work under **your** supervision.

Applicable legislation

1. Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella
 2. Management of Health and Safety at Work Regulations 1999
 3. Corporate Manslaughter and Corporate Homicide Act 2007
 4. Health and Safety Inquiries (Procedure) Regulations 1975
 5. Protection from Harassment Act 1997
- or similar legislation in force in the **territorial limits**; and
6. Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990.

Appointed advisor

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section.

Claim costs

Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.

Employed person

Anyone who is

1. under a contract of service or apprenticeship with **you**
2. employed by **you** or on **your** behalf on a labour only basis
3. self employed on a labour only basis
4. hired to **you** or borrowed by **you** from another employer
5. a voluntary helper or taking part in a work experience or training scheme

and under **your** control or supervision.

Insured person

1. **You**
2. **Additional persons insured.**

Reasonable prospects of success

In criminal prosecution claims where the **insured person**

- a. pleads guilty, a greater than fifty per cent chance of the **insured person** successfully reducing any sentence or fine
- b. pleads not guilty, a greater than fifty per cent chance of that plea being accepted by the court.

Standard basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred.

What is covered

We will pay the **insured person's claim costs** during the **period of insurance** for all claims related by time or original cause including the cost of appeals for

1. the defence of any criminal proceedings brought against **you** for an offence or breach, whether actual or alleged, of any **applicable legislation**
2. any prosecution costs awarded against **you** arising from those proceedings described in 1 above
3. **claim costs** incurred with **our** consent for **your** legal representation at an inquiry ordered under any **applicable legislation**
4. appeals against improvement and prohibition notices incurred with **our** consent.

Provided that

1. the claim arises in connection with **your business** and occurs within the **territorial limits**
2. the claim always has **reasonable prospects of success**
3. the prosecution or proceedings relate to an offence alleged to have been committed during the **period of insurance**.

The most **we** will pay for the total of all **claim costs** during the period of insurance is the limit of indemnity shown in **your** schedule.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1. the management and upkeep of **your premises** and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
3. private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
4. the sale or disposal of business assets.

What is not covered

These exclusions apply only to this section.

Claim costs incurred without consent exclusion

We will not cover **claim costs** incurred without **our** consent.

Fines and penalties exclusion

We will not cover fines or penalties of any kind.

Legal expenses exclusion

We will not cover **claim costs** incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability **you** may have to pay damages.

Previous losses exclusion

We will not cover any actual or alleged act, omission or dispute happening before, or existing at the inception of this **policy**, and which the **insured person** knew or ought reasonably to have known could lead to a claim.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Appointed advisor condition

We will choose the **appointed advisor**; however, the **insured person** can choose an **appointed advisor** if they wish.

Where the **insured person** wishes to exercise their right to choose, they must write to **us** (by e-mail or letter) with their preferred representative's contact details. If the **insured person** does choose their own **appointed advisor**, the amount payable for their services will be on the basis of our standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.

If the **insured person** dismisses the **appointed advisor** without good reason, or withdraws from the claim without our written agreement or if the **appointed advisor** refuses with good reason to continue acting for the **insured person**, cover will end with immediate effect.

Barristers opinion condition

We may at any time seek an independent barrister's opinion as to the **reasonable prospects of success** in defending the prosecution.

If the opinion is that a "not guilty" plea does not have a **reasonable prospect of success** then **we** will advise **you** of that opinion.

Should **you** elect to continue with a "not guilty" plea then **we** will withdraw **our** support for the **insured person's** defence and be under no further obligation to cover **you** for any costs incurred from the date of **your** refusal to accept that opinion; unless **you** obtain an independent barrister's opinion at **your** own expense which contradicts the opinion that **we** have obtained; in which case **we** will ask the chairperson or vice-chairperson of the bar council to appoint a queen's counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the queen's counsel agrees with the **insured person's** barrister's opinion then **we** will continue to support the **insured person's** defence, but if it does not **we** will withdraw **our** support for the **insured person** and be under no further obligation to cover the **insured person's** costs incurred from the date of the queen's counsel final opinion.

This does not affect the **insured person's** right under the Dispute resolution condition contained within the General conditions of this **policy**.

Cooperation condition

An **insured person** must

1. tell **us** as soon as is practicably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve a claim in their favour
2. cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
3. take reasonable steps to recover **claims costs** and pay them to **us**
4. keep **claim costs** as low as reasonably possible.

Consent condition

The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or our appointed agent to have sight of the **appointed advisor's** file for auditing and quality and cost control purposes.

Equivalent legislation condition

All legal instruments and rules referred to within this section include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any later amendment or replacement legislation.

Buildings section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Buildings

The buildings at **your premises**, including

1. landlords fixtures and fittings in or on **your premises**
2. outbuildings, extensions, annexes, garages
3. boundary walls, gates and fences
4. roads, pavements, yards, car parks, car ports, patios and terraces
5. underground pipes and cables belonging to **you** or for which **you** are responsible
6. the **shop front** unless insured under a separate item.

Damage

Accidental loss, destruction or damage.

Empty

Unoccupied, or not in use by **you** or any tenant for more than 30 consecutive days.

Flood

Damage caused by

1. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
2. inundation from the sea
3. inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **building(s)**.

Property insured

The **building(s)**, **shop front**, **tenants improvements** or rent payable where a sum insured is shown in **your** schedule.

Rent payable indemnity period

The period during which the **business** is affected, starting on the date the **damage** occurred and ending after 12 months.

Shop front

The whole front, all fixed glass in it, frames and if fixed to the **building(s)** any shutters, blinds, signs, lettering, ornamenting, alarm foil and fittings belonging to **you** or for which **you** are responsible.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as standard construction.

Tenants improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (other than **shop front**) belonging to **you** or for which **you** are responsible.

Terrorism

In Great Britain and Northern Ireland: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

What is covered

We will pay **you** for **damage** to the **property insured** by any of the following Causes occurring during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

1. Claims for **damage** to the **building(s)**, **shop front** and **tenants improvements** where insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.
2. Claims for loss of rent payable by **you** as tenant following **damage** which makes the **building** uninhabitable will be settled on the basis of loss of rent payable, until the **building** is repaired or reinstated during the **rent payable indemnity period** less any reduction in rent as a result of the **damage**. The work of repair or reinstatement must be done without delay.

Causes

1. Fire, lightning or earthquake.
2. Explosion excluding damage caused by or consisting of the bursting of a boiler economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only, that belongs to **you** or is under **your** control.
3. Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding
 - a. damage caused by confiscation, destruction or requisition by order of the Government or any public authority
 - b. damage arising from stoppage of work
 - c. damage caused by **your** employees, tenants or any other person lawfully on **your premises**
 - d. damage to any portion of the **building** which is **empty**
 - e. damage caused by theft or attempted theft
 - f. the **excess** shown in **your** schedule.
4. Storm or **flood** excluding
 - a. damage due to a change in the water table level
 - b. damage resulting from frost, subsidence, ground heave or landslip
 - c. damage to moveable property in the open, fences, posts, hedges and gates
 - d. the **excess** shown in **your** schedule.
5. Escape of water from any tank, apparatus or pipe including **damage** to any fixed tank, apparatus or pipe caused by freezing or bursting excluding
 - a. damage caused by freezing in any outbuildings
 - b. damage to any **building** which is **empty**
 - c. the **excess** shown in **your** schedule.
6. Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess** shown in **your** schedule.
7. Leakage of fuel oil from any fixed heating installation excluding
 - a. damage to any portion of the **building** which is **empty**
 - b. the **excess** shown in **your** schedule.
8. Theft or any attempted theft involving entry to or exit from the **premises** by forcible and violent means excluding
 - a. damage to any portion of the **building** which is **empty**
 - b. damage caused by **your** employees, tenants or any other person lawfully on **your premises**
 - c. the **excess** shown in **your** schedule.

9. Any other **damage** occurring at **your premises** excluding
 - a. damage which is excluded under Causes **1 to 8 or 10** or under 'What is not covered' of the Buildings section
 - b. damage caused by or resulting from
 - i. wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - ii. any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - iii. corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
 - iv. wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open
 - v. subsidence, ground heave or landslip of any part of the site on which the **building** stands
 - vi. the normal settlement or bedding down of new structures
 - c. damage to property caused by or consisting of
 - i. inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
 - ii. faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

But **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the **policy**

- d. the collapse or cracking of **building(s)**
- e. the cost of normal maintenance, redecoration or repair
- f. damage caused by or consisting of
 - i. mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
 - ii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the section

- g. the **excess** shown in **your** schedule.

10. Subsidence, ground heave or landslip of any part of the site on which the **building** stands excluding
 - a. the **excess** shown in **your** schedule
 - b. damage to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the building structure also suffers **damage** at the same time by the same Cause
 - c. damage caused by or consisting of
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or use of defective materials
 - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - d. damage which started before the start of this cover
 - e. damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building at the **premises** also suffer **damage** at the same time by the same Cause
 - f. damage resulting from demolition, construction, structural alteration or repair of any property or groundwork or excavation at the **premises**.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for that item and in total for all items the total sum insured.

Extensions of cover

Architects, surveyors, legal and consulting engineers fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **building(s)** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.
The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Cables and underground pipes cover

We will pay **you** the costs incurred following **damage** which **you** are responsible for to cables and underground pipes and drains (and their inspection covers) at **your premises** or connecting the **premises** to the public mains.

Capital additions cover

We will pay **you** for alterations, additions and improvements to **building(s)** not insured elsewhere but not for any appreciation in value

Provided that

1. **you** give **us** details of the additions as soon as possible and within 30 days and **you** must ensure specific insurance is arranged with **us** from the date **you** become responsible
2. the provisions of this cover will be fully maintained in addition to any specific insurance effected under 1 above.

The most **we** will pay at any one location is 10% of the buildings sum insured or £2,000,000 whichever is the lesser.

Debris removal cover

We will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1. removing debris from
2. dismantling and/or demolishing
3. shoring up or propping

the portion or portions of the **building(s)** insured, as a result of **damage** covered by this section.

We will not cover **you** for costs or expenses

1. incurred in removing debris except from the site of the damaged **building(s)** and the area immediately adjacent to the site
2. arising from pollution or contamination of property not covered by this section.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Fire brigade charges cover

We will pay **you** for the costs and expenses **you** incur charged by the local authority for extinguishing fire or fire fighting provided that these costs and expenses are necessary and reasonable.

Fire extinguishment cover

We will pay **you** for the cost of replacing or replenishing extinguishment materials when **you, your** employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

The most **we** will pay for any one claim is £1,000.

Public authorities cover

We will pay **you** for the costs and expenses incurred by **you** during the **period of insurance** following **damage** by an insured Cause for the additional cost of reinstatement to the **building** and undamaged portions of the **building** incurred solely to comply with European Community legislation, regulations under Acts of Parliament or local authority bye-laws

Provided that

1. **you** receive the notice to comply after the **damage** occurs
2. the work of reinstatement is completed within 12 months of the date of the **damage**, or within any further time that **we** may agree
3. **we** will not cover any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws
4. the reinstatement work may be carried out on another site if required by the legislation, regulation or bye-laws subject to the amount payable under this cover not being increased
5. if the amount payable is reduced by the application of any of the terms and conditions of this **policy**, then the amount **we** will pay (for any item) will be reduced proportionately.

The most **we** will pay for any item is the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss cover

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. apply any additional risk improvements which **we** may reasonably require.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Theft of building fabric cover

We will pay **you** for

1. **damage** to the external fabric of the **building(s)** covered by this section as a result of theft or attempted theft
2. **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

We will not cover

1. damage to any **building** which is **empty**
2. the **excess** shown in **your** schedule.

The most **we** will pay is £10,000 for any one **premises** in any one **period of insurance**.

Trace and access cover

We will pay **you** for the reasonable costs that **you** incur in finding the source of **damage** and repairing it, caused by

1. the escape of water from any tank, apparatus or pipe
2. **damage** to cables, underground pipes and drains providing services to the **premises** and for which **you** are legally responsible.

The most **we** will pay is £25,000 in any one **period of insurance**

Value Added Tax (VAT) cover

We will pay **you** for VAT, paid by **you**, which is not subsequently recoverable.

Provided that

1. **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage** and **we** have paid or have agreed to pay for the **damage**
2. **our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
3. **you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start of this **policy** and at each subsequent renewal date.

For the purpose of any Average condition, reinstatement costs will be exclusive of VAT. **Our** liability may exceed the sum insured for a **building** where such excess amount is solely in respect of VAT.

What is not covered

These exclusions apply only to this section.

Aircraft or aerial devices exclusion

We will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Date recognition exclusion

We will not cover damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

But **we** will cover subsequent **damage** resulting from an insured Cause, providing **damage** is covered elsewhere in the section.

Electrical plant or apparatus exclusion

We will not cover damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure, self-heating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the **damage** extends to other **property insured**, **we** will cover **you** for that **damage**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. Where a claim is covered under the Buildings, Contents and Specified all risks section **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest **excess** amount will apply.

Fraud and dishonesty exclusion

We will not cover damage which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **building(s)** or results from voluntarily parting with title or possession of any **building** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover subsequent **damage** which results from an insured Cause **1 to 8** which is covered elsewhere in the section.

Illegal activities exclusion

We will not cover damage caused by property being used, by **you** or any occupants, for illegal activities.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Other property exclusion

We will not cover damage to or in respect of

1. any livestock or animals
2. growing plants
3. **buildings** while in the course of construction or structural alteration, including associated materials and supplies
4. above ground transmission and distribution lines
5. vehicles licensed for road use, caravans or trailers
6. land (including water in or on land) or any public highway.

Pollution or contamination exclusion

We will not cover **you** for any loss caused by pollution or contamination unless the **damage** is caused by

1. pollution or contamination which results from Causes **1 to 8** provided that Cause is covered by this section
2. Causes **1 to 8** provided that Cause is covered by this section which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any **property insured**, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. in England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. in Northern Ireland
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people and
 - c. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover damage caused by or consisting of

1. disappearance, unexplained or inventory shortage
2. misfiling or misplacing of information.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority, whether or not the event has been contributed to by any other cause or event.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Average condition

If at the time of **damage** the sum insured is less than 85% of the value of the **property insured**, the amount **we** will pay will be reduced proportionately.

Construction of property condition

Unless otherwise stated in **your** statement of fact the **building(s)** are of **standard construction**.

Contracting purchaser's condition

If at the time of **damage** **you** have entered into a contract to sell **your** interest in the **building** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

Empty buildings condition

1. **You** must tell **us** immediately **you** become aware
 - a. that any **building** or portions of **buildings** at **your premises** become **empty**
 - b. of any **damage** to the **empty buildings** or portions of **buildings** at **your premises** whether the **damage** is insured or not.
2. If **we** agree to provide cover **you** must ensure that in respect of any **empty building** or portion of **buildings** that
 - a. the **buildings** are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
 - b. all refuse and waste materials and redundant contents must be removed from the interior of the **premises** and all yards and kept clear
 - c. **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
 - d. gas, water and electricity supplies (except electricity needed to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **buildings** (or where they enter the flat or unoccupied part of the **building**)
 - e. **you** must implement any additional protections that **we** may require within the time scale **we** specify
 - f. all **damage** to the **premises** must be rectified immediately
 - g. letterboxes must be sealed shut
 - h. the final exit door of the **buildings** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, that the vessel, machinery or apparatus will be covered by a policy or contract providing the required inspection service.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim resulting from explosion.

Flat roof condition

You must ensure that any flat portions of the roof of the **building(s)** are inspected once every two years by a competent roofing contractor and any recommendations implemented.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Fire protections condition

You must ensure that all fireproof doors and shutters are kept closed (except during working hours) and all fire protections (including fire extinguishing appliances) must be maintained in efficient working order, routinely tested and any defects promptly rectified during the **period of insurance**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Interest condition

We agree to automatically note the interest of any other party if requested to do so by **you**, to any of the **buildings** which attached before the happening of any **damage**, but only to the extent that the interest is not otherwise insured and provided that their identity is disclosed in writing to **us** by **you** in the event of **damage**.

Reinstatement condition

If any **property insured** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all such plans, documents, books and information that may be required. **We** will not be required to reinstate the **property insured** exactly but only as circumstances permit and in a reasonable manner.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Subsidence, ground heave and landslip condition

You must tell **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to **your premises**. **We** will then have the right to vary the terms or cancel this cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Waste condition

You must ensure that

1. all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight are kept in metal receptacles with metal lids and removed from the at least once a week
2. all combustible trade waste and refuse is
 - a. swept up daily and kept in bags or bins; and
 - b. removed from the **buildings** every night; and
 - c. removed from the **premises** at least once a week.

Workmen's condition

Joiners and other tradesmen are allowed in or onto the **building** to make repairs or minor structural alterations without prejudice to **your** insurance.

Contents section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Contents

Contents (other than **stock**), landlords fixtures and fittings, interior decorations, employee's personal effects (up to £1,000 for any one person), and goods in trust belonging to **you** or which **you** are responsible for as shown in **your** schedule.

Damage

Accidental loss, destruction or damage.

Empty

Unoccupied, or not in use by **you** or any tenant for more than 30 consecutive days.

Flood

Damage caused by

1. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
2. inundation from the sea
3. inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **building(s)**.

Insured person(s)

You and any of **your** principals, partners, directors or employees.

Money

Negotiable money and **non negotiable money** belonging to **you** or which **you** are responsible for.

Negotiable money

Cash, bank and currency notes, uncrossed cheques, giro cheques, uncrossed postal orders, uncrossed money orders, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers.

Non negotiable money

Credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank cheques, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Pop-up-shop

A retail shop within the **policy territories**, temporarily leased, let, rented or hired by **you** for the purpose of the **business**.

Property insured

The **stock** and **contents** items where a sum insured is shown in **your** schedule.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as standard construction.

Stock

Target stock and all other stock items shown in **your** schedule including stock and materials in trade including work in progress, finished goods and customers goods belonging to **you** or held in trust by **you** for which **you** are responsible.

Terrorism

In Great Britain and Northern Ireland: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

What is covered

We will pay **you** for **damage** to the **property insured** used in connection with the **business** at the **premises** by any of the following Causes occurring during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

1. Claims for the total loss or destruction of **contents** items will be settled on the basis of replacement of property similar to but no better or more extensive than the items when new.
2. Claims for partial **damage** to **contents** items will be settled on the basis of restoration to a condition no better or more extensive than the condition of the items when new.
3. Claims for computer systems, records, documents, manuscripts, business books, accounting records and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records, but **we** will not cover
 - a. any expenses in connection with producing information to be recorded on them
 - b. the value to **you** of the information contained in them.
4. Claims for **stock** will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

Clauses

1. Fire, lightning or earthquake.
2. Explosion excluding damage caused by or consisting of the bursting of a boiler economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only, that belongs to **you** or is under **your** control.
3. Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people but excluding
 - a. damage caused by confiscation, destruction or requisition by order of the Government or any public authority
 - b. damage arising from stoppage of work
 - c. damage caused by **your** employees, tenants or any other person lawfully on **your premises**
 - d. damage to any portion of the building which is **empty**
 - e. damage caused by theft or attempted theft
 - f. the **excess** shown in **your** schedule.
4. Storm or **flood** excluding
 - a. damage due to a change in the water table level
 - b. damage resulting from frost, subsidence, ground heave or landslip
 - c. damage to moveable property in the open, fences, posts, hedges and gates
 - d. the **excess** shown in **your** schedule.
5. Escape of water from any tank, apparatus or pipe excluding
 - a. damage caused by freezing in any outbuildings
 - b. damage to **property insured** stored in the lowest storey of the **premises** unless raised at least six inches (150mm) above floor level
 - c. damage to **property insured** in any building which is **empty**
 - d. the **excess** shown in **your** schedule.
6. Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal, excluding the **excess** shown in **your** schedule.
7. Leakage of fuel oil from any fixed heating installation excluding
 - a. damage to **property insured** in any building which is **empty**
 - b. the **excess** shown in **your** schedule.
8. Theft or any attempted theft involving entry to or exit from the **premises** by forcible and violent means excluding
 - a. damage to **property insured** in any **building** which is **empty**
 - b. damage caused by **your** employees, tenants or any other person lawfully on **your premises**
 - c. the **excess** shown in **your** schedule.

9. Any other **damage** occurring at **your premises** excluding
- a. damage which is excluded under Causes **1 to 8** or **10** or under 'What is not covered' of the Contents section
 - b. damage caused by or resulting from
 - i. wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - ii. any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - iii. corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
 - iv. wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open
 - v. subsidence, ground heave or landslip of any part of the site on which the building stands
 - vi. the normal settlement or bedding down of new structures
 - c. damage to property caused by or consisting of
 - i. inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
 - ii. faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

But **we** will pay **you** for subsequent **damage** which results from a cause covered elsewhere in the **policy**

- d. the collapse or cracking of **building(s)**
- e. the cost of normal maintenance, redecoration or repair
- f. damage caused by or consisting of
 - i. mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
 - ii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the section

- g. the **excess** shown in **your** schedule.

10. Subsidence, ground heave or landslip of any part of the site on which the building stands excluding
- a. the **excess** shown in **your** schedule
 - b. damage to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the building structure also suffers **damage** at the same time by the same Cause
 - c. damage caused by or consisting of
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or use of defective materials
 - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - d. damage which started before the start of this cover
 - e. damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building at the **premises** also suffer **damage** at the same time by the same Cause
 - f. damage resulting from demolition, construction, structural alteration or repair of any **property** or groundwork or excavation at the **premises**.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for that item and in total for all items the total sum insured.

Extensions of cover

Architects, surveyors, legal and consulting engineers fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property insured** as a result of **damage**.

We will not cover any costs or expenses for preparing any claim.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Cash registers and scales cover

We will pay **you** for **damage** (other than mechanical or electrical breakdown or derangement) to cash registers and scales provided that such property has been included in the sum insured for **contents**.

Contract price cover

If a sale contract is cancelled entirely due to **damage** to **stock** sold by **you**, that is not delivered and is still **your** responsibility the amount **we** will pay **you** will be based on the contract price. The value of all **stock** where the sale contract is cancelled in the event of **damage** will also be settled on this basis.

Damage to landscaped gardens cover

We will pay **you** for the cost of restoring any **damage** to landscaped gardens, for which **you** are responsible, by the emergency services in attending the **premises** as a result of any insured Cause.

The most **we** will pay is £10,000 in any one **period of insurance**.

Debris removal cover

We will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1. removing debris from
2. dismantling and/or demolishing
3. shoring up or propping

the portion or portions of the **property insured**, as a result of **damage** covered by this section.

We will not cover **you** for costs or expenses

1. incurred in removing debris except from the site of the damaged **property insured** and the area immediately adjacent to the site
2. arising from pollution or contamination of property not covered by this section.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Deterioration of stock cover

We will pay **you** for **damage** to frozen or chilled stock in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature resulting from any cause but **we** will not cover damage

1. following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity
2. caused by any deliberate act by an **insured person**
3. caused by wear and tear, deterioration or gradually developing flaws or defects in the freezer cabinet, deep freezer, cold room, cold store or chilled cabinet
4. caused by failure to correctly set any temperature control
5. due to faulty packing or stowage.

The most **we** will pay for any one loss is the deterioration of stock sum insured shown in **your** schedule.

We will not pay more than 20% of any loss where the frozen food cabinet, deep freezer, cold room cold store or chilled cabinet is over ten years old.

Exhibitions and trade fair cover

We will pay **you** for **damage** by an insured Cause to **stock** and **contents** whilst in any building used for an exhibition or trade fair within the **policy territories** and whilst in transit to and from the exhibition or trade fair.

The most **we** will pay for any one loss is the item sum insured shown in **your** schedule or £5,000 whichever is the lesser.

We will not cover theft or attempted theft from any unattended vehicles.

Fire brigade charges cover

We will pay **you** for the costs and expenses **you** incur charged by the local authority for extinguishing fire or fire fighting provided that these costs and expenses are necessary and reasonable.

The most **we** will pay for any one claim is £5,000.

Fire extinguishment cover

We will pay **you** for the cost of replacing or replenishing extinguishment materials when **you, your** employees or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

The most **we** will pay for any one claim is £1,000.

Glass breakage cover

We will pay **you** for or at **our** option make good any accidental or malicious breakage or scratching of all internal or external fixed glass including showcases, shelves, tops and mirrors and sanitaryware belonging to **you** or for which **you** are responsible at **your premises** during the **period of insurance**. Provided that the glass is in good condition at the start of **your policy**.

Following breakage of fixed glass **we** will also pay for the cost of

1. boarding up. **You** may instruct builders or glaziers to board up without **our** prior consent
2. repairing **damage** to window frames, framework, shutters and blinds
3. removing or replacing the fixtures and fittings necessarily incurred to replace the glass
4. repair of **damage** to the shop front for which **you** are responsible caused by accidental external means or malicious people
5. **damage** to goods incidental to the **business** caused by breakage of fixed glass in display windows
6. replacing lettering, alarm foil or other ornamental work on glass.

The most **we** will pay is the glass sum insured shown in **your** schedule.

We will not cover

- a. damage that is covered by the Buildings section or Shop front cover under the Buildings section if selected
- b. the **excess** shown in **your** schedule
- c. damage to glass or sanitaryware in any building which is **empty**
- d. **stock**
- e. scratching or chipping of glass unless the structural integrity or safety of the item is affected or in the case of scratching only, unless over 50% of the surface area contains scratches.

Goods in transit cover

We will pay **you** for **damage** to **property insured** shown in **your** schedule belonging to **you** or held in trust and for which **you** are responsible while in transit by vehicles owned, hired or leased by **you** anywhere in or between the **policy territories** and Republic of Ireland including transit between any of these territories.

Cover applies from the time the **property insured** is lifted by **you** or **your** employee until they are placed in position at their destination (excluding their installation) including loading and unloading.

The most **we** will pay for any one loss is the goods in transit sum insured shown in **your** schedule.

We will not cover

1. theft or attempted theft from any unattended vehicle unless
 - a. the vehicle, trailer or semi-trailer is securely closed and locked at all points of access
 - b. between the hours of 9pm and 6am
 - i. the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building or
 - ii. in enclosed premises which are securely locked or have a watchman in constant attendance.

It will be up to **you** to prove that any theft or attempted theft occurred before 9pm or after 6am

2.
 - a. the deterioration of goods carried in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature
 - b. spillage, leakage, fermentation, taint, contamination, mechanical or electrical breakdown of any goods or merchandiseunless directly due to fire or accident to the carrying vehicle or due to theft or attempted theft
3. damage due to natural deterioration
4. any consequential or indirect loss or damage due to delay
5. damage to **money**, precious stones, jewellery, bullion or loss or death of or injury to living creatures.

Loss of metered water cover

We will pay **you** for the unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** caused by an insured Cause.

Provided that

1. the most **we** will pay for any one claim is £10,000
2. repairs are completed within 30 days of the **damage** being discovered.

The amount **we** pay will be based on the amount of water charges for the period of the occurrence less the charge paid by **you** for the corresponding period in the preceding year.

This will then be adjusted for changes in the suppliers charges and for variations affecting **your** water consumption during the intervening period.

We will not cover damage to any building which is **empty**.

Lottery equipment cover

We will pay **you** for **damage** by an insured Cause to lottery equipment belonging to the lottery operator for which **you** are responsible provided that such equipment has been included in the sum insured for **contents**.

Money cover

We will pay **you** for loss of **money** held in connection with the **business** for any one loss of

1. **non negotiable money** up to £500,000 any one loss
2. **negotiable money**
 - a. from **your premises** during business hours
 - b. in a bank night safe
 - c. from **your premises** whilst in a locked safe when closed for business
 - d. in transit within the **policy territories**The most **we** will pay **you** for any one loss is the money sum insured shown in **your** schedule
 - e. from **your premises** outside business hours and not in a locked safe up to £300 for any one loss
 - f. whilst at the residence of any of **your** principals or authorised employees up to £1,000 for any one loss
 - g. from gaming, amusement or vending machines up to £300 any one event.

Provided that

1. Whenever **negotiable money** in transit exceeds
 - a. £2,500 it must be accompanied by at least two responsible adults
 - b. £5,000 it must be accompanied by at least three responsible adults.The total of **negotiable money** in transit must be divided between the responsible adults so that each person carries no more than £2,500 individually.
2. Whenever **your premises** are closed for business all keys or notes of the combination codes of safes or strong rooms must be removed from **your premises** unless the **premises** are still occupied by **you** or any of **your** authorised employees. When keys are on the **premises** they must be kept in a secure place away from the safes or strongrooms.
3. **You** will keep a daily record of the amount of **money** at **your premises** contained in safes or strong rooms and in transit. This record must be kept in a separate secure place and will need to be produced to support a claim under this section.

If **you** do not comply with these conditions **you** will not be covered and **we** will not pay **your** claim.

We will not cover losses

1. arising from fraud or dishonesty of **your** employees unless the loss is discovered within 15 working days of the date of the loss
2. due to clerical or accounting errors
3. from unattended motor vehicles
4. of **money** which is the property of the Post Office.

Personal accident - assault cover

We will pay the **insured person**, or in the case of death, their personal representatives, the sums shown in the Table of benefits below if any **insured person** within the age limits 16 to 70 years suffers bodily injury, as the result of robbery or hold-up or any attempted robbery or hold up in the course of the **business** which is then the direct cause of death or disablement.

Provided that

1. **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within three months of the date of the event giving rise to the bodily injury.
2. At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person** will undergo any medical examinations that **we** may require at **our** expense.
3. In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination at **our** expense.

If **you** do not comply with these conditions **you** will not be covered and **we** will not pay **your** claim

Table of benefits:

1. Death *	£10,000
2. Total loss or total and permanent loss of use of one or more limbs *	£10,000
3. Total and permanent loss of all sight in one or both eyes *	£10,000
4. Permanent total disablement from engaging in or carrying out the insured person(s) usual occupation *	£10,000
5. Temporary total disablement from engaging in or carrying out the insured person(s) usual occupation for a period up to 104 weeks *	£100 per week payable monthly while the insured person is disabled

* within two years of the date of suffering the bodily injury

The maximum **we** will pay in respect of any one accident irrespective of the number of **insured persons** involved will not exceed £1,000,000

Personal effects cover

We will also pay for **damage** to cash carrying devices or clothing and personal effects belonging to an **insured person** following an attempt by a person or persons to steal money up to a limit of £1,000 in respect of any one person.

We will not pay

1. the **insured person** for more than one benefit for the same bodily injury
2. where the **business** includes a sub Post Office.

Pop-up-shop cover

We will pay **you** for **damage** by an insured Cause to **stock** and **contents** whilst at a **pop-up-shop** occurring during the **period of insurance**.

Provided that

1. The **pop-up-shop** is of **standard construction**
2. The duration of the **pop-up-shop** does not exceed 90 days
3. The **pop-up-shop** is solely occupied by **you** for the purpose of the **business**
4. The following minimum levels of security are installed and maintained at the **pop-up-shop** and put into full and effective use whenever the **pop-up-shop** is closed for business or left unattended
 - a. all external doors to the **pop-up-shop** and all internal doors that give access to any part of the buildings not occupied by **you** must be fitted and secured with good quality locks appropriate for the type of door
 - b. all windows and skylights accessible from the ground, a roof, balcony, canopy, porch or downpipe must be fitted and secured with key operated locks unless a window is protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork.

The most **we** will pay for any one loss is the item sum insured shown in **your** schedule or £5,000 whichever is the lesser.

Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of **damage** unless **we** or **you** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. apply any additional risk improvements which **we** may reasonably require.

Seasonal increase cover

The sum insured in respect of **stock** is increased in each **period of insurance** by

1. 30% during the months of November and December
2. 30% for 14 days before and 14 days after a bank holiday if it does not fall within the period in 1 above.

Signs cover

We will pay **you** for **damage** to fixed signs up to £1,000 in any one **period of insurance**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Temporary removal cover

We will pay **you** for **damage** resulting from one of the Causes 1 to 8

1. to **property insured** by this section whilst temporarily removed to any premises not owned or occupied by **you** within the **policy territories** for cleaning, renovation or repair including whilst in transit to or from **your premises**
2. to deeds, documents and plans relating to any property while temporarily removed within the **policy territories**.

The most **we** will pay is 20% of the item sum insured shown in **your** schedule in any one **period of insurance**.

Theft damage to buildings cover

Where buildings are not insured under this **policy** **we** will pay **you** for **damage** to the buildings at **your premises** shown in **your** schedule resulting directly from theft or attempted theft covered by this section, provided that **you** are legally responsible for the **damage**.

We will not cover damage to buildings which are **empty**.

The most **we** will pay is £25,000 in any one **period of insurance**.

Theft of money by employees cover

We will pay **you** for direct loss of **money** belonging to **you** or for which **you** are responsible caused by an act of fraud or dishonesty by any employee committed in the course of their employment during the **period of insurance**.

We will not cover

1. the **excess** shown in **your** schedule
2. acts committed before this cover started
3. losses occurring during the **period of insurance** but not discovered within 14 days of the expiry of this cover
4. any monies which would have been payable by **you** to an employee but for the employees dishonesty.

The most **we** will pay **you** is the theft of money by employees sum insured shown in **your** schedule in any one **period of insurance**.

If a loss results from acts of fraud or dishonesty committed in more than one **period of insurance** those acts will all form part of one claim and the most **we** will pay in total for that claim will be the theft of money by employees sum insured.

You should retain references for all employees. If **you** are unable to produce references for each employee involved or implicated in a loss covered by this extension, the most **we** will pay **you** in respect of that loss is £2,500.

Value Added Tax (VAT) cover

We will pay **you** for VAT, paid by **you**, which is not subsequently recoverable.

Provided that

1. **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the **property insured** following **damage** and **we** have paid or have agreed to pay for the **damage**
2. **our** liability does not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
3. **you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start of this **policy** and at each subsequent renewal date.

For the purpose of any Average condition, reinstatement costs will be exclusive of VAT. **Our** liability may exceed the sum insured for a **building** where such excess amount is solely in respect of VAT.

What is not covered

These exclusions apply only to this section.

Aircraft or aerial devices exclusion

We will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Date recognition exclusion

We will not cover damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

But **we** will cover subsequent **damage** resulting from an insured Cause, providing **damage** is covered elsewhere in the section.

Electrical plant or apparatus exclusion

We will not cover damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure, self-heating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the **damage** extends to other **property insured**, **we** will cover **you** for that **damage**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. Where a claim is covered under the Buildings, Contents and Specified all risks section **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest **excess** amount will apply.

Fraud and dishonesty exclusion

We will not cover damage which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **contents** or **stock** or results from voluntarily parting with title or possession of any **contents**, or **stock** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover **you** for subsequent **damage** which results from an insured Cause which is covered elsewhere in the section.

Illegal activities exclusion

We will not cover damage caused by property being used, by **you** or any occupants, for illegal activities.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Other property exclusion

We will not cover damage to or in respect of

1. any livestock or animals
2. growing plants (other than as covered by Damage to landscaped gardens cover)
3. property or structures while in the course of construction or structural alteration, including associated materials and supplies
4. above ground transmission and distribution lines
5. vehicles licensed for road use, caravans or trailers
6. land (including water in or on land) or any public highway.

Pollution or contamination exclusion

We will not cover **you** for any loss caused by pollution or contamination unless the **damage** is caused by

1. pollution or contamination which results from Causes **1** to **8** provided that Cause is covered by this section
2. Causes **1** to **8** provided that Cause is covered by this section which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any **property insured**, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. in England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. in Northern Ireland
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people and
 - c. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover damage caused by or consisting of

1. disappearance, unexplained or inventory shortage
2. misfiling or misplacing of information.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority, whether or not the event has been contributed to by any other cause or event.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Average condition

If at the time of **damage** the sum insured is less than 85% of the value of the **property insured**, the amount **we** will pay will be reduced proportionately.

Construction of property condition

Unless otherwise stated in **your** statement of fact the **building(s)** are of **standard construction**.

Electronic equipment security condition

1. Each item of electronic equipment with an individual replacement value of £10,000 or more must be securely anchored to the desk, workstation or to the structure of the building in accordance with the following Loss Prevention Standard (LPS) requirements
 - a. for electronic equipment such as PCs, laser printers or fax machines, all items must be secured in accordance with LPS 1214 requirements
 - b. for electronic equipment such as blade servers, computer cabinets and security enclosures, all items must be secured in accordance with LPS 1175 requirements.
2. All openings to any communications/ server room type environments containing electronic equipment to be locked whenever **your premises** are unattended and keys removed from **your premises**.
3. All personal business items such as laptops, mobile telephones and other electronic equipment items designed for mobile or portable use with a replacement value over £250 must be secured in locked cupboards, cabinets or security containers with the keys removed from **your premises**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Empty buildings condition

1. **You** must tell **us** immediately **you** become aware
 - a. that any **building** or portions of **buildings** at **your premises** become **empty**
 - b. of any **damage** to the **empty buildings** or portions of **buildings** at **your premises** whether the **damage** is insured or not.
2. If **we** agree to provide cover **you** must ensure that in respect of any **empty building** or portion of **buildings** that
 - a. the **buildings** are inspected internally and externally at least once a week by **you** or on **your** behalf and **you** maintain a written record of the inspection
 - b. all refuse and waste materials and redundant contents must be removed from the interior of the **premises** and all yards and kept clear
 - c. **you** must secure the **premises** and put all protective, locking devices and any alarm protection into effective operation
 - d. gas, water and electricity supplies (except electricity needed to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **buildings** (or where they enter the flat or unoccupied part of the **building**)
 - e. **you** must implement any additional protections that **we** may require within the time scale **we** specify
 - f. all **damage** to the **premises** must be rectified immediately
 - g. letterboxes must be sealed shut
 - h. the final exit door of the **buildings** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, that the vessel, machinery or apparatus will be covered by a policy or contract providing the required inspection service.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim resulting from explosion.

Fire extinguishing appliances condition

Fire extinguishing equipment must be

1. maintained in efficient working order
2. routinely tested and any defects promptly rectified.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reinstatement condition

If any **property insured** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all such plans, documents, books and information that may be required. **We** will not be required to reinstate the **property insured** exactly but only as circumstances permit and in a reasonable manner.

The most **we** will pay for any item is the item sum insured shown in **your** schedule.

Subsidence, ground heave and landslip condition

You must tell **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to **your premises**. **We** will then have the right to vary the terms or cancel this cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Waste condition

You must ensure that

1. all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight are kept in metal receptacles with metal lids and removed from the at least once a week;
2. all combustible trade waste and refuse is:
 - a. swept up daily and kept in bags or bins; and
 - b. are removed from the **buildings** every night; and
 - c. removed from the **premises** at least once a week;

Workmen's condition

Joiners and other tradesmen are allowed in or onto the **building** to make repairs or minor structural alterations without prejudice to **your** insurance.

Business interruption section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Notes

1. For the purpose of the following defined meanings any adjustment implemented in current cost accounting will be disregarded.
2. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
3. Adjustments will be made for trends of the **business** and for variations and other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the amount paid represents as closely as possible the results which would have been expected if the **damage** had not occurred.

Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

Damage

Accidental loss or destruction or damage caused by

1. an insured Cause under the Buildings or Contents section
2. damage to fixed glass or damage to the shop front if covered by this **policy**.

Indemnity period

The period during which the **business** is affected, starting on the date the **damage** occurred and ending not later than the number of months shown in **your** schedule.

Insured peril(s)

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Outstanding debt balances

The total amount of money owed to **you** by **your customers** at the date of the **damage** after adjustments for

1. bad debts and for amounts debited (or invoiced but not debited) and credited
2. debit and credit amounts owed and not passed through **your** books during the period between the last record and the date of the **damage**.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

What is covered

If any property used by **you** at **your premises** for the purpose of the **business** suffers **damage** during the **period of insurance**, and as a result **your business** is interrupted or interfered with then **we** will pay **you** for loss of profit by paying

1. an amount representing the difference between the sales less relative purchases during the **indemnity period** as compared to the difference between the sales less relative purchases during the identical equivalent calendar period in the 12 months immediately before the date of the **damage**
2. any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the loss avoided under **1** above

less any amount saved during the **indemnity period** in respect of reduced expenses due to the **damage** or savings made due to salvage sold

Provided that

- a. the property is insured and a payment has been made or liability accepted, under the Buildings or Contents section of this **policy** or under any other insurance covering the buildings at **your premises**
- b. such **damage** is not excluded by the Buildings or Contents section of this **policy**
- c. the most **we** will pay under this section is the sum insured shown in **your** schedule plus professional accountants charges.

If the **damage** occurs in the first trading year the payment under **1** above will be based on the trading figures immediately prior to the loss.

We will not pay any claim under this section unless **you**

1. take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss
2. provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may agree in writing).

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the gross profit sum insured shown in **your** schedule plus professional accountants charges.

Extensions of cover

Book debts cover

If **your** accounts books or other **business** books or records used for the purpose of the **business** suffer **damage** during the **period of insurance** whilst at **your premises** or whilst temporarily removed within the **policy territories**, which results in **your** inability to trace or establish the **outstanding debit balances we** will pay **you**

1. an amount representing the difference between the **outstanding debit balances** at the date of the **damage** and the total amount received in payment of them during the 12 months after the **damage**
2. any reasonable additional expenses incurred in tracing and establishing **outstanding debit balances** but not more than the loss avoided under 1

Provided that

1. **we** have made a payment or accepted liability under the Buildings or Contents section of **your policy**
2. if the sum insured shown in **your** schedule at the time of the **damage** is less than the **outstanding debit balances** the amount payable will be proportionately reduced
3. **you** keep a record of the total amount of **outstanding debit balances** at least once a week and keep a copy in a locked, fire-resistant safe or cabinet at **your premises** or away from **your premises**

We will not cover any losses resulting from

1. misplacing or misfiling of information
2. the deliberate act of the public supply company in restricting or withholding **your** electricity supply
3. deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

The most **we** will pay **you** for **outstanding debit balances** during any one **period of insurance** is the book debts sum insured shown in **your** schedule plus professional accountants charges.

Denial of access (damage) cover

We will pay **you** for any loss covered by this section resulting from interruption of or interference with **your business** caused by **damage** by the **insured perils** to property within a 1 mile radius of **your premises** which prevents or hinders the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not.

Provided that

1. these **insured perils** are covered under the Buildings and or Contents section in respect of **your premises**.
2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks during which time **you** suffer a loss from interruption of or interference with **your business**
3. **our** liability for any one claim and in any one **period of insurance** is the lower of either 25% of the annual sum insured shown in **your** schedule or £50,000 or 12 weeks maximum indemnity period in total irrespective of the number of incidents or **premises** insured
4. the 'Reinstatement of sum insured cover' shall not apply in respect of this extension of cover.

We will not cover

1. any loss, destruction of, or damage to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
2. any incident involving interference or interruption with the **business** that is less than 12 hours duration.

Failure of public supply terminal ends cover

We will pay **you** for any interruption of or interference with the **business** covered by this section during the **period of insurance** at the **premises** as a result of the accidental failure of

1. the public electricity supply at the 'terminal ends' of **your** supplier's service feeds to the **premises** within the **policy territories**
2. the public gas supply at **your** supplier's meters to the **premises** within the **policy territories**
3. the public water supply at **your** supplier's main stop cock serving the **premises** (other than by drought) within the **policy territories**
4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises** within the **policy territories**

where such accidental failure is a direct result of accidental damage caused by an **insured peril**.

Provided that after the application of all other terms and conditions of the section, **our** liability will not exceed the lower of either 25% of the annual sum insured shown in **your** schedule or £50,000 or 12 weeks maximum indemnity period in total in any **period of insurance** irrespective of the number of incidents, number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

The 'Reinstatement of sum insured cover' shall not apply in respect of this extension of cover.

We will not cover

1. any failure
 - a. or cessation of supply for a period of less than 24 continuous hours
 - b. due to an excluded cause
2. loss resulting from failure caused by
 - a. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - b. strikes or any labour or trade disputes
 - c. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from damage is not covered by this section, it will be **your** responsibility to prove that they are covered.

Murder suicide or disease cover

We will pay **you** for any interruption of or interference with the **business** covered by this section during the **period of insurance** at the **premises** as a result of

1. the occurrence of any of the following specified human infectious or specified human contagious diseases manifested by any person whilst at your premises which directly results in the compulsory closing of the whole or part of your premises by order of a public authority authorised to prevent or restrict access to **your** premises acute encephalitis, acute poliomyelitis, anthrax, chicken pox, diphtheria, dysentery caused by shigella, legionellosis, legionnaires' disease, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, bubonic, septicemic and pneumonic plague, rabies, rubella, tetanus, tuberculosis, typhoid fever, whooping cough and yellow fever.
2. murder or suicide at **your premises**
3. bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**
4. the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the building(s) by order of a public authority
5. the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**.

We will not cover:

- a. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- b. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises**, or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**
- c. any incident involving interference or interruption to the **business** that is less than 12 hours
- d. any incident occurring at a **premises** not listed in the schedule. Any extension provided in this policy which allows for **damage** at other locations to be covered shall not apply to this Murder, suicide or disease cover.

The Disease exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 12 weeks in any one **period of insurance** commencing from the date of

- a. the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)
- b. the discovery of murder or suicide (in relation to clause 2 of this cover)
- c. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- d. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum indemnity period of 12 weeks or £25,000 in any one **period of insurance**, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured cover' shall not apply in respect of this extension of cover.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

Professional accountants charges cover

We will pay **you** for reasonable charges payable by **you** to **your** professional accountants for producing any details contained in **your** business books or such other proofs, information or evidence as **we** may require under the terms of the Claims notification and Claims procedure conditions and reporting that those details are in accordance with **your** business books or documents.

Reinstatement of sum insured cover

In the event of **damage** the sum insured for this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. apply any additional risk improvements which **we** may reasonably require.

Suppliers cover

We will pay **you** for any interruption of or interference with the **business** caused by one of the Causes under the Contents section following **damage** at the premises of any of **your** suppliers within the **policy territories**.

The most **we** will pay is 5% of the gross profit sum insured shown in **your** schedule or £25,000 whichever is the greater.

What is not covered

These exclusions apply only to this section.

Erasure of data exclusion

We will not cover damage arising directly or indirectly from

1. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious people
2. other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from an insured Cause **1** to **8** which is covered under the Buildings or Contents sections of this **policy**.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Alternative trading condition

If at **If** during the **indemnity period** goods are sold or services provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be included in arriving at the reduction of sales during the **indemnity period**.

Average condition

If the gross profit sum insured shown in **your** schedule is less than the difference between sales and purchases in the 12 months (or a proportionately increased multiple of this when the **indemnity period** exceeds 12 months) before the **damage** then the amount payable will be proportionately reduced.

Cessation or discontinuation of trading condition

If after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued **we** will not cover **you** from the date of such change or alteration.

Claims procedure condition

We will not pay any claim under this section unless **you** provide **us** with a written statement at **your** own expense setting out the details of **your** claim, not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may agree in writing).

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Payments on account condition

At **your** request, payments on account may be made to **you** monthly during the **indemnity period**.

Reasonable precautions condition

We will not pay any claim under this section unless **you** take all action which may be reasonably necessary to minimise or stop any interruption of or interference with the **business** to avoid or reduce the loss.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Specified all risks section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Damage

Accidental loss, destruction or damage.

Insured cause

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious people, theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Property insured

The items shown in **your** schedule.

Territory covered

The area shown in **your** schedule.

Terrorism

In Great Britain and Northern Ireland: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.

What is covered

We will pay you for **damage** to the **property insured** whilst anywhere within the **territory covered** during the **period of insurance**. We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at our option reinstate or replace the **property insured** or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

1. Claims for the total loss or destruction of **property insured** will be settled on the basis of replacement of property similar to but no better or more extensive than the **property insured** when new.
2. Claims for partial **damage** to **property insured** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item.

Extensions of cover

Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of **damage** unless **we** or **you** give written notice to the contrary.

Provided always that in the event of reinstatement **you** will

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. apply any additional risk improvements which **we** may reasonably require.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

What is not covered

These exclusions apply only to this section.

Aircraft or aerial devices exclusion

We will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Cleaning and restoration exclusion

We will not cover damage caused by or arising from any process of cleaning, dyeing or restoring.

Confiscation and detention exclusion

We will not cover loss or damage caused by official confiscation or detention.

Date recognition exclusion

We will not cover damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

But **we** will cover subsequent **damage** resulting from an insured Cause, providing **damage** is covered elsewhere in the section.

Electrical plant or apparatus exclusion

We will not cover damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure, self-heating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the **damage** extends to other **property insured**, **we** will cover **you** for that **damage**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. Where a claim is covered under the Buildings, Contents and Specified all risks section **you** will only be responsible for one of the **excess** amounts shown in **your** schedule and the highest **excess** amount will apply.

Fraud and dishonesty exclusion

We will not cover damage which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **property insured** or results from voluntarily parting with title or possession of any **property insured** as a result of a fraudulent scheme, trick, device or false claim.

But **we** will cover subsequent **damage** which results from an **insured cause** which is covered elsewhere in the section.

Illegal activities exclusion

We will not cover damage caused by property being used, by **you** or any occupants, for illegal activities.

Miscellaneous damage exclusion

We will not cover damage to, caused by or consisting of mechanical or electrical breakdown, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects.

But **we** will cover **you** for **damage** covered elsewhere in this **policy** which results from an **insured cause** covered elsewhere in this section.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Pollution or contamination exclusion

We will not cover **you** for any loss caused by pollution or contamination unless the **damage** is caused by

1. pollution or contamination which results from an **insured cause** provided it is covered by this section
2. any **insured cause** provided that cause is covered by this section which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any **property insured**, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. in England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. in Northern Ireland
 - a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
 - b. riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people and
 - c. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft exclusion

We will not cover theft or any attempted theft not involving entry to or exit from the **premises**, by forcible and violent means.

Theft from unattended vehicles exclusion

We will not cover theft or attempted theft from an unattended motor vehicle unless the vehicle has all points of access securely closed and locked and the item is secured out of sight in a luggage compartment, glove box or other storage compartment.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority, whether or not the event has been contributed to by any other cause or event.

Wear and tear exclusion

We will not cover damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover subsequent **damage** which results from an **insured cause** covered elsewhere in the section.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Average condition

If at the time of **damage** the sum insured is less than 85% of the value of the **property insured**, the amount **we** will pay will be reduced proportionately.

Reinstatement condition

If any **property insured** by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all such plans, documents, books and information that may be required. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner.

We will not pay more than the sum insured for any one item insured.

Terrorism section

Your schedule will show if this section is covered.

Any cover provided by this section is added to the Buildings section, the Contents section, the Business interruption section and the Specified all risks section if they are shown as being covered in **your** schedule.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Act(s) of terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government.

Certified

Formal confirmation from HM Treasury that an **act of terrorism** has occurred in Great Britain or has been determined to have been by a Tribunal.

Consequential loss

Loss resulting from interruption of or interference with **your business** following **damage** to **property** used by **you** at the **premises** for the purpose of the **business**.

Damage

Loss, destruction or damage.

Nuclear installation

Any installation of a class or description as may be prescribed by regulations made by the relevant secretary of state from time to time by statutory instrument, being an installation designed or adapted for:

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
3. the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Property

All property excluding

1. any land or building which is occupied as a private residence in whole or in part unless:
 - a. insured under the same insurance policy as the part of the building which is not a private residence;
 - b. not insured in the name of an individual;
2. any **nuclear installation** or **nuclear reactor** and all attaching fixtures and fittings, all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve a **nuclear installation** or **nuclear reactor**.

War and allied risks

Any loss occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

What is covered

This **policy** is extended for the **period of insurance** to include

1. **damage to property** insured at the **premises**, situated in England and Wales and Scotland but not the territorial sea adjacent to it as defined by the Territorial Sea Act 1987
2. where applicable under this policy, **consequential loss** arising from business interruption

occasioned by or happening through or because of an **act of terrorism** which is **certified** and which occurs during the **period of insurance**.

Provided that this section is subject to the terms, definitions, provisions, conditions and extensions of this **policy** except as expressly varied under this section and providing that if there is conflict between this section and the rest of the **policy** this section will prevail.

The most **we** will pay **you** for all losses arising out of any one occurrence and, where applicable under this **policy**, in total in any one **period of insurance** will not exceed the limits as otherwise specified in this **policy**.

What is not covered

These exclusions apply only to this section.

Electronic risks exclusion

We will not cover **you** for any losses caused by or contributed to, by or arising from

- A. **damage** to or the destruction of any **computer system**
- B. any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your property** or not, where the loss is caused by or contributed to, by, or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

However this exclusion will not apply to **damage to property**, the proximate cause of which is an **act of terrorism**, where the **damage**

1. results directly (or, solely as regards 2c below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle or of any goods or cargo carried in or on a vessel or vehicle, destruction of, **damage to or movement of buildings or structures, plant or machinery other than any computer system**; and
2. comprises
 - a. the cost of reinstatement, replacement or repair following **damage to property** insured by **you**; or
 - b. the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **damage of property** insured by **you** or as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by **you** by reason of an **act of terrorism** causing **damage to other property** within 1 mile of the **property** insured by **you** to which access is affected; or
 - c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish a loss

and

3. is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any legitimate government or accepted (illegitimate) government of any nation, country or state.

4. The definition of **property** for the purposes of this exclusion excludes
 - a. any money, non-negotiable instruments, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, financial securities or any other financial instrument of any sort
 - b. any **data**.
5. Regardless of exclusion 4b, to the extent that **damage of property** within the meaning of sub-paragraph 2 above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in sub-paragraph 1 above results from any alteration, modification, distortion erasure or corruption of **data**, that will not prevent cost or business interruption loss directly resulting from **damage** of the **property** and otherwise falling within sub-paragraphs 1 and 2 above from being recoverable under this section. In no other circumstances than the previous sentence, however, will any loss or losses caused by, contributed to, by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this section.

For the avoidance of doubt, the burden of proof will be on **you** to prove or establish all the matters referred to in sub-paragraphs 1 and 2 above

Long Term Agreement exclusion

The cover provided under this section will not apply to

1. any Long Term Agreement / Undertaking to which this **policy** is subject
2. any terms in this **policy** that provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**.

War and allied risks exclusion

We will not cover **you** for any losses occasioned by or happening through or because of **war and allied risks**.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about a condition or whether **you** need to notify **us** about any matter, please contact Superscript.

Burden of Proof condition

In any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered, the burden of proving that **damage** or **consequential loss** is covered will be upon **you**.

Currency condition

Irrespective of the currency in which this **policy** is expressed, the limit of liability and the premium for the Terrorism Insurance provided by this section will be determined in £ (pounds sterling).

Declaration condition

You must declare to **us** all property and/or premises owned by **you** or for which **you** are responsible including all property and/or premises of subsidiary companies.

Loss of licence section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold on page 2 of the policy wording. Some words may only appear in this section or are defined differently and their meanings are shown here. They have the same meaning wherever they appear in this section or in the schedule or any endorsements applicable to this section.

Notes

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.

Indemnity period

The period beginning with the **loss of licence** and ending no later than 12 months after the loss during which the results of the **business** are affected as a result of the **loss of licence**.

Provided that if the **premises** are disposed of within the 12 months after the **loss of licence** the **indemnity period** will end either

1. upon disposal or
2. 12 months from the **loss of licence**

whichever is the earlier.

Loss of licence

Forfeiture, suspension or withdrawal of the licence for the sale of excisable liquor.

What is covered

Following **loss of licence** which has been granted in respect of the **premises** from causes beyond **your** control **we** will pay **you**

1. a. The loss of profit
being the amount representing the amount by which the sales less relative purchases during the **indemnity period** fall short of the sales less relative purchases during the equivalent period immediately before the **loss of licence**
- b. any reasonable additional expenses incurred in maintaining sales during the **indemnity period** but not more than the amount of loss avoided under **1 a** by this additional expense less any amount saved

during the **indemnity period** in respect of reduced expenses due to the event.

In adjusting the amount paid all variations or special circumstances affecting the **business** will be taken into account so that the amount paid represents as closely as possible the results which would have been expected if the **loss of licence** had not occurred.

If the event occurs in the first trading year the payment under **1 a** and **b** will be based on the trading figures immediately before the **loss of licence**

2. the reduction in value of the **premises** if **you** are unable to obtain a licence for a period of 12 months from the date of **loss of licence** and **you** sell the **premises**
3. all costs and expenses incurred by **you** with **our** written consent
4. professional accountants charges reasonably incurred by **you** to produce details, proofs, information or evidence as **we** may require.

Limit of cover

The most **we** will pay for **loss of licence** is the sum insured shown in **your** schedule plus professional accountants charges in any **period of insurance**.

What is not covered

These exclusions apply only to this section.

Business closure exclusion

We will not cover any losses where the **premises** are closed for any period not required by law.

Change in town planning or law exclusion

We will not cover any losses where prior or subsequent to the **loss of licence** the **premises** are required for any public purpose or if **loss of licence** arises under or results directly or indirectly from

1. any scheme of town or country planning improvement
2. redevelopment or surrender reduction
3. redistribution of licences in connection with post-war reconstruction
4. any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licences.

Failure to comply with licensing rules exclusion

We will not cover any losses where any direction or requirement of the licensing or other authority is not complied with.

Lack of maintenance exclusion

We will not cover any losses where the **premises** are not maintained in a good state of sanitary condition or repair.

Neglect or omission exclusion

We will not cover any losses where the **loss of licence** occurs wholly or partly by or through **your** misconduct, procurement, connivance, neglect or omission or by any omission by **you** to take any step necessary to keep the licence in force.

Other compensation exclusion

We will not cover any losses where **you** are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the licence.

Unauthorised alteration exclusion

We will not cover any losses where alterations to the **premises** requiring the consent of the licensing or other authority are made without that consent.

The above exclusions other than the Change in town planning or law exclusion will not apply and **we** will cover **you** if **you** or any claimant under this section provides evidence that the matter was completely beyond **your** or their control.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Alternative trading condition

If during the **indemnity period** goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the reduction in sales during the **indemnity period**.

Proof of cover condition

You must on becoming aware of any

1. complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises** licence
2. proceedings against or conviction of the designated **premises** supervisor, any personal licence holder who has authorised the sale of alcohol by members of **your** staff and any members of the management, manager, tenant or occupier of the **premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety
3. change in the tenancy or management of the **premises**
4. transfer or proposed transfer of the licence
5. alteration in the purpose for which the **premises** are used
6. objection to renewal or other circumstances which may endanger the licence or its renewal

give **us** written notice as soon as possible and supply any additional information that **we** may reasonably require.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Transfer of licence condition

In the event of

1. **your** death, bankruptcy, incapacity or desertion of the **premises**
2. conviction for any offence (where that conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant, manager, occupier, designated **premises** supervisor or any personal licence holder

you will where practical and at **our** request procure a suitable person to replace him and one to whom the Licensing Authority will transfer the licence or grant the licence by way of renewal.

Forfeiture or refusal to renew condition

In the event of **loss of licence** **you** will

1. give **us** notice in writing as soon as possible after receiving knowledge of such event, stating the grounds for the **loss of licence**
2. give **us** any assistance that **we** may require for the purpose of an appeal against the **loss of licence** and allow **us** and **our** solicitors full discretion in the conduct of those proceedings
3. apply if practical and if required by **us** for the grant of a new licence for the same or alternative **premises** to enable **you** to continue the **business** in a similar or alternative form
4.
 - a. provide a statement of any loss together with any documents, statements and accounts that **we** may reasonably require to verify the loss
 - b. if **we** require, make a statutory declaration as to the truth, accuracy and comprehensiveness of **your** statements
 - c. give **us** free access to the **premises** and **your** books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.