



**POLICY
WORDING**



**SPORTS PROPERTY
INSURANCE**

The company's Head Office and registered address is:
Sportscover Europe Limited
6th Floor, 141-142 Fenchurch Street, London EC3M
6BLRegistered in England and Wales No. 3726678
Authorised and regulated by the Financial Conduct authority
Registration Number 308 372

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INSURING SPORT SINCE 1986
Insurance partner of UK Sport and RoSPA

Welcome to Sportscover

Sportscover is one of the world's leading sports insurance underwriters, with an accredited broker network stretching across the globe and dealing in accident, liability, property and contingency insurances for sport.

Led by Peter Nash, Managing Director, Sportscover was established initially, in Australia in 1986, when a small group of active sports people in the insurance industry became frustrated by the lack of quality insurance for active sporting participants including players, administrators, Coaches and Officials.

Sportscover has been trading in Europe since 1999 and has developed into a world renowned specialist that boasts more than a million clients spanning a diverse range of sporting activities.

Our services include risk management, marketing support, information and educational services as well as exceptional customer service and an unrivalled knowledge and expertise in sports and leisure insurance.

UK Sport

Established by Royal Charter in 1997, UK Sport is the nation's high-performance sports agency. Its mission is to work in partnership to lead sport in the UK to world class success. Primarily this means working with our partner sporting organisations to deliver medals at the Olympic and Paralympic Games.

UK Sport's strategic direction helped British sports and athletes deliver 65 Olympic and 120 Paralympic medals at London 2012. UK Sport also has responsibility for activities best delivered at a UK level, such as: bidding for and staging major sporting events in this country; increasing sporting activity and influence overseas; and promoting sporting conduct, ethics and diversity in society. UK Sport is funded by a mix of Government Exchequer and Lottery income.

Sportscover became a partner of UK Sport in 2013. We look forward to assisting UK Sport and its beneficiaries with the continued delivery of excellence across the sporting landscape. More information can be found at www.sportscover.com/uksport

RoSPA

As a registered charity, the Royal Society for the Prevention of Accidents (RoSPA) have been at the heart of accident prevention in the UK and around the world for almost 100 years.

More than 14,000 people die as a result of accidents across the UK each year and there are millions of other injuries. Accidents cause loss and suffering to the victims and their loved ones, employers and UK society as a whole. RoSPA promote safety and the prevention of accidents at work, at leisure, on the road, in the home and through safety education.

To assist in their mission to improve safety in the sport and leisure sectors, Sportscover work in partnership with RoSPA and as a Sportscover policyholder you automatically receive access to a range of benefits, details of which can be found at www.sportscover.com/rospa

In this contract of insurance, Our syndicate numbers are noted in the Policy Schedule. We bind ourselves severally and not jointly, that is, in the event of a loss, each of Us and Our Executors and Administrators) is liable only for Our share of Our syndicate's proportion of the risk.

You or Your representative can obtain the name of each of Us and Our respective shares by applying to: Market Services, Lloyd's, One Lime Street London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk

Conformity

When You read the policy You will find that some items can be singular or plural, feminine or masculine this clause is designed to correct this.

Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements.

Important Information

Any heading in this policy is for ease of reference only and does not affect its interpretation amend the policy cover or in any way increase Our liability.

In the **Policy** and in the Sections of the policy You will see words which are in **bold** type these words have a meaning which are shown in the Definitions in the policy and in the Sections of the policy under **Words with Special Meanings**.

The Insurance Contract

This policy is a contract of insurance between You and Us.

The following are elements for the contract of insurance between You and Us, please read them carefully and if they require any amendments please return them to Your broker for correction. Keep the **Policy** safe in case You need to refer to it.

- Your policy;
- The Schedule;
- Endorsements.

It is important that You:

- check that the sections You have requested are included in the **Schedule**;
- check that the information You have given Us is accurate;
- comply with Your duties under each section and the insurance as a whole.

Information you have given us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim.

For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid.
We will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**;
- cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We or **Your** insurance broker will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed;
- need to amend the terms of **Your** policy;
- require **You** to pay more for **Your** insurance.
If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Data Protection

You should understand that any information **You** have given **Us** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Choice of Law

You and **We** are free to choose law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales.

Other Parties

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

Your Cancellation Rights

Cooling off Period

- You have the statutory right to cancel Your policy within 14 days of the purchase or renewal of the contract or the day You receive the policy or renewal documentation, whichever is the later.
- We will return the premium less a proportional amount for the time that We have been on cover.
- No refund of premium will be given in the event of a claim either in whole or in part.

If you wish to cancel your policy during the cooling off period

- You can cancel the policy at any time, if it is during the first 14 days the Cooling Off Period terms above apply.
- To cancel the policy after the Cooling Off Period You will need to contact Your broker who arranged the insurance for You.
- You are entitled to a return of premium which will be based upon the length of time remaining for the Period of Insurance less a deduction for any administration costs in providing this insurance. The amount is shown in the Schedule.

No refund of premium will be given in the event of a claim.

Our Cancellation Rights

We can cancel this insurance by giving You thirty (30) days notice in writing.

We will only do this for a valid reason (*examples of valid reasons are as follows*):

- non payment of premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium.

If You cancel this insurance outside the Cooling Off Period, there will be an additional charge, as stated in the Schedule, to cover the administrative cost of providing the insurance.

If We pay any claim, in whole or in part, then no refund of premium will be allowed.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by You to provide Us with complete and accurate information as We require allows Us to cancel the policy, sometimes back to its start date and to keep any premiums paid.

How to make a claim

Details of how to make a claim are shown on Page 66 under Claims Condition

How we deal with your claim

Basis of Settlement

Some sections of the **Policy** may contain the **Basis of Settlement** that will apply to that particular Section these will tell **You** how **We** settle any claim.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name; and
- take any action **We** consider necessary to enforce **Your** rights or **Our** Rights under this insurance.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other ways we might deal with your claim

Some sections may have other details about claims for example: reporting, basis of settlement **You** must read them carefully in case there are conditions that **You** must adhere to.

Our Rights

If any event happens which may give rise to a claim under this **Policy**, **We** will be entitled to:

- a) enter any building where the **Damage** has occurred and take and keep possession of **Damaged Property Insured** and deal with the salvage and this condition shall be proof of **Your** consent for such purpose – no property may be abandoned to **Us**;
- b) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other person or any other party covered by this **Policy**; and
- c) prosecute in **Your** name or the name of any person covered by this **Policy**, but for **Our** benefit, any claim for compensation.

How to complain

If there is an occasion when service does not meet **Your** expectations in the first instance please contact **Your** Insurance Broker.

If **You** are still dissatisfied please forward **Your** complaint to

Chief Executive Officer
Sportscover Europe Ltd
6th Floor, 141-142
Fenchurch Street, London
EC3M

In the first instance, **We** will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with **Our** response.

If **You** are not satisfied with **Our** response, or have not heard from them within two weeks, **You** are entitled to refer the matter to Allianz Corporate Global & Specialty at.

Post: Allianz Global Corporate & Specialty, Allianz House, 60 Gracechurch Street,
London EC3V 0HR
Telephone: +44 (0) 20 3451 3000

You may have the right to refer **Your** case to the Financial Ombudsman Service. This also applies if **You** are insured in a **Business** capacity and have an annual turnover of less than £2 million and fewer than ten staff.

The FOS can be contacted at:
The Financial Ombudsman Service
Exchange Tower
London , E14 9SR

By Phone: 0800 023 4567/ 0300 123 0123
By Email: complaint.info@financial-ombudsman.org.uk

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsmen Services within 6 months of receiving **Our** final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **You** will pay their costs.

Financial Services Compensation

Under the Financial Services and Markets Act 2000, should **We** be unable to meet **Our** liabilities to **You** compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Contracts (Rights of Third Parties) Act 1999

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

Data Protection

It is necessary for [Us](#) to collect hold and process data in connection with contracts of insurance. Data may be processed for some or all of the following purposes: administration claims management compliance customer concern handling the detection and prevention of fraud litigation (including arbitration and mediation) and underwriting. As part of such processing data may be requested from and transferred to insurance intermediaries other insurer's police forces professional advisers, regulators re-insurers and other service providers. Data will be processed in accordance with the Data Protection Act (2003). In particular it will be processed fairly and securely and will only be kept for as long as necessary.

Sanction Limitation and Exclusion Clause

[We](#) shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Words with Special Meanings

Arbitration

If there is a dispute between **You** and **Us** this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by **You** and **Us** in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights and is not binding on either party.

Conditions Precedent

There are conditions contained within the **Policy** that are condition precedent to **Our** liability. If **You** breach any of these conditions precedent this may render **Your** claim null and void or reduce the amount payable or **We** may treat this insurance as though it never existed.

You may find **Conditions Precedent** apply only to a particular Section in which case it will be shown under that Section.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy for example the cover or maybe some of the cover is insured under this **Policy** could also be insured under **Your** household policy if it is insured under two or more **Policies** **We** will either pay the full claim and claim half of this back from **Your** other insurance policy. Alternatively, **We** will pay only half of the claim and **You** can claim the other half back from **Your** other insurance policy.

Reinstatement

If **We** opt or become bound to reinstate any **Property Insured**, **You** shall at **Your** own expense produce and give **Us** all such plans documents books and information as **We** may reasonably require, **We** shall not be bound to reinstate exactly or completely but only as circumstances permit and reasonably sufficient up to the **Sums Insured**.

Subrogation

If **We** become liable for any payment for a loss, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such loss and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

Warranty

Sometimes **We** need to apply some special terms and this is called a **Warranty**.

- A **Warranty** means that it is a condition which applies throughout the entire **Period of Insurance** and is a condition which **You** must comply with.
- If **You** do not comply with any **Warranty** **We** can void the entire **Policy**.
- **We** will not repudiate a claim on the grounds of breach of **Warranty** where the circumstances of the claim are unconnected with the **Warranty** breach unless fraud is involved.

Definitions

Throughout the Policy there are words that have specific meanings. These words are identified throughout the Policy in green. The words are:

- 1.1. **Aircraft** means any vessel, craft, vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying, aerial sports or to transport persons or property. The term includes any related or associated equipment such as parachutes.
- 1.2. **Additional Expenditure** means the additional costs, expenses and outlays to the **Business** including but not limited to the cost of removing the **Property Insured** to and from temporary **Premises** occupied by **You**, increase in rent, rates, taxes, salaries of additional staff and overtime payments.
- 1.3. **Bodily Injury** means **Bodily Injury** including death, disease illness, mental injury, mental anguish or nervous shock which:
 - 1.3.1. is sustained by an **Insured Person** during the **Period of Insurance** as a result of any theft or any attempt thereof of the **Money** insured by the **Money** section of this insurance, at the **Premises** or during the course of **Transits**; and
 - 1.3.2. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of such **Insured Person** within 12 calendar months from the date of the **Occurrence**.
- 1.4. **Building(s)** means:
 - 1.4.1. the permanently fixed structure (being built mainly of brick stone concrete or other non-combustible materials unless otherwise advised to, and agreed in writing by **Us**) that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed including:
 - 1.4.2. landlord's fixtures and fittings including lights and signs in and on the structure;
 - 1.4.3. foundations and structural improvements;
 - 1.4.4. extensions, annexes, gangways, walls, gates, fences and letterboxes;
 - 1.4.5. yards car parks, roads, paths, pavements and driveways which wholly or partly serve the **Premises**;
 - 1.4.6. telephone, gas, water and electric installations, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
 - 1.4.7. drains, sewers and irrigation installations within the perimeter of the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
 - 1.4.8. all fixed glass and sanitary fittings contained within the structure including framework alarm strips or fittings and lettering fixed within the **Buildings**;
 - 1.4.9. carports, pergolas and canopies;
 - 1.4.10. storage sheds and tanks;
 - 1.4.11. external fixed swimming pools, saunas and spas;
 - 1.4.12. flagpoles;
 - 1.4.13. Communication masts, aerials, antennae and dishes;
 - 1.4.14. Fixed floor coverings;
 - 1.4.15. Permanent spectator viewing stands or terracing and any fixed furniture thereon;

- 1.4.16. **Outbuildings** (being built mainly of brick stone concrete or other non-combustible materials unless otherwise advised to Us) that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed; used by You for the purpose of the **Business** at the **Premises** stated in the **Schedule**.
- 1.5. **Business** means Your sporting and associated activities as stated in the **Schedule** including:
- 1.5.1. the ownership or occupation of **Premises** by You including incidental repair and maintenance;
 - 1.5.2. the provision of canteen social sports and welfare organisations for the benefit of Your **Employees**;
 - 1.5.3. fire, first aid and ambulance services.
- 1.6. **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or codes (including but not limited to 'Trojan Horses', 'worms' and 'time and logic bombs') designed to maliciously effect, destroy, alter, contaminate, or degrade the integrity, quality or performance of the data, media, software or **Information Technology**.
- 1.7. **Customers' Accounts** means the accounts of all Your Customers and/or agents who purchase goods from, or to whom services are rendered by You.
- 1.8. **Damage** means physical loss of or **Damage to Property Insured** including attendant loss of use for such property.
- 1.9. **Declared Value** means Your assessment of the cost of reinstatement of the Property Insured in any manner that is suitable to Your requirements or upon another site at the level of costs applying at the inception of the Period of Insurance (excluding any subsequent inflationary factors) combined with:
- 1.9.1. debris removal costs;
 - 1.9.2. professional fees;
 - 1.9.3. the additional costs of complying with public authority requirements.
- 1.10. **Endorsement** means an individual **Endorsement** document that We give You that attaches to and forms part of Your Policy. This document varies the terms and conditions of Your Policy.
- 1.11. **Employee(s)** means:
- 1.11.1. any person who has entered into or works under a contract of service or apprenticeship with You;
 - 1.11.2. any labour-master and/or person supplied by a labour master;
 - 1.11.3. any person employed by a labour-only subcontractor;
 - 1.11.4. any self-employed person working for or under Your the control;
 - 1.11.5. any person who is hired to or borrowed by You;
 - 1.11.6. any driver or operator of plant hired by You;
 - 1.11.7. any person who is engaged under a work experience or youth training scheme;
 - 1.11.8. any voluntary helper whilst working under Your direct control and supervision; while working for You in connection with the **Business**.

- 1.12. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, Proprietary Software Programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 1.13. **Employee Theft** means any act of fraud or dishonesty by an **Employee** committed with the intent of obtaining an improper or illegal financial gain for themselves or any other person or organisation outside the normal terms of their employment.
- 1.14. **Estimated Gross Profit** means the amount **You** have declared to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Schedule**, exceeds 12 months).
- 1.15. **Estimated Gross Rent Receivable** means the amount **You** have declared to **Us** as representing not less than the **Gross Rent Receivable** which it is anticipated will be earned by the **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Schedule**, exceeds 12 months).
- 1.16. **Estimated Gross Revenue** means the amount **You** have declared to **Us** as representing not less than the Revenue which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Schedule**, exceeds 12 months).
- 1.17. **Excess** means the sum **You** must pay towards the cost of each and every claim.
- 1.18. **Extra Expense** means the **Excess** (if any) of the total cost during the period of restoration of the operation of the **Business** following **Damage** to the **Information Technology** over and above the total cost of such operation that would normally have been incurred during the same period had no such **Damage** occurred; the cost in each case to include expense of **Using** other **Information Technology**, property or facilities of other concerns or other necessary emergency expenses.
- 1.19. **Flood** means the covering of normally dry land with water released or that has escaped from the normal confines of:
- 1.19.1. any watercourse whether natural or altered;
 - 1.19.2. any lake whether natural or altered;
 - 1.19.3. any reservoir, canal or dam;
 - 1.19.4. water that cannot enter any watercourse, lake reservoir, canal or dam because of:
 - a. water already contained within these normal confines; or
 - b. water that has already been released or has escaped from any of these normal confines.
- 1.20. **Frozen Food Stock** means any perishable food for human consumption which it is normal practice to place into deep freeze for purposes of preservation.
- 1.21. **Gross Profit** means the amount by which the sum of the **Turnover** and the amounts of the closing **Stock** and closing work in progress shall exceed the sum of the amounts of the opening **Stock** and opening work in progress and the amount of any **Uninsured Working Expenses**.

Note: For the purpose of this definition the amounts of the opening and closing **Stocks** (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods with due provision being made for depreciation.

- 1.22. **Gross Rent Receivable** means the **Money** paid or payable to You by tenants in respect of accommodation and services provided at the **Premises**.
- 1.23. **Gross Revenue** means the amount of Money paid or payable to You for work done and services rendered in the of the Business.
- 1.24. **Indemnity Period** means the period beginning with the date of the **Occurrence** of the **Damage** and ending not later than the last day of the period specified in the **Schedule** during which the results of the **Business** are affected as a consequence of the **Damage**.
- 1.25. Information Technology means:
- 1.25.1. all computer equipment used for the storage and communication of electronically processed data, including interconnecting wiring, fixed disks and telecommunications equipment;
- 1.25.2. **Proprietary Software Programs** and other information stored upon fixed disks;
- 1.25.3. all current and back up computer records including stored programs and information contained thereon; owned by **You** or hired, leased or rented by **You** or whilst on trial by **You** prior to purchase.
- 1.26. **Insured Person** means **You** or any director, partner or **Employee** aged not less than 16 years and not more than 65years whilst undertaking duties in connection with the **Business**.
- 1.27. **Jurisdiction** means the law of any country specified in the **Schedule** but not in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the **Jurisdiction** to enforce such judgement award or settlement either in whole or in part).
- 1.28. **Loss of Limb** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm, foot or leg.
- 1.29. **Machinery and Plant** means:
- 1.29.1. fixtures and fittings, fixed Machinery and Plant either Your own or for which You may be responsible for the purposes of the Business at the Premises,
- 1.29.2. contents in Outbuildings extensions annexes and gangways,
- 1.29.3. documents manuscripts and Business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up (excluding any expense in connection with the production of information to be recorded in them) and not for the value to You of the information contained in them,
- 1.29.4 Employees' Directors' Officials' Personal Effects of any description (other than motor vehicles) but only so far as they are not otherwise insured up to a limit of £500 per person.

- 1.30. **Money** means:
- 1.30.1. cash including bank notes, coins, treasury notes, cheques and giro cheques (excluding blank or incomplete cheques and giro cheques), uncrossed postal orders, uncrossed **Money** orders, bankers drafts, current postage and revenue stamps, stamps, trading stamps, national savings stamps, holiday with pay stamps, luncheon vouchers, travellers cheques, entrance tickets, gift vouchers, phone cards, discount coupons and consumer redemption vouchers and travel tickets all belonging to **You** or for which **You** are responsible;
 - 1.30.2. non-negotiable currency, which shall mean crossed cheques, crossed giro cheques, crossed postal orders, crossed **Money** orders, crossed bankers' drafts, national savings certificates, **Premium** bonds, securities for **Money**, unexpired units in franking machines, debit/credit card invoices, value added tax purchase invoices; all belonging to **You** or for which **You** are responsible.
- 1.31. **Notifiable Disease** means illness sustained by any person resulting from:
- 1.31.1. food or drink poisoning, or
 - 1.31.2. Legionnaires Disease and Legionella Virus or
 - 1.31.3. any human infectious or human contagious disease, (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition), an outbreak of which the competent local authority has stipulated shall be notified to them, comprising:

Acute encephalitis;	Meningococcal septicemia;	Smallpox;
Acute poliomyelitis;	Mumps;	Tetanus;
Anthrax;	Ophthalmia neonatorum;	Tuberculosis;
Cholera;	Paratyphoid Fever;	Typhoid Fever;
Diphtheria;	Plague;	Typhus;
Dysentery (amoebic or bacillary);	Rabies;	Viral Haemorrhagic Fever;
Leprosy;	Relapsing Fever;	Viral Hepatitis;
Leptospirosis;	Rubella;	Whooping Cough;
Malaria;	Scarlet Fever;	Yellow Fever;
Measles;	Smallpox;	
Meningitis;	Scarlet Fever;	
- 1.32. **Occurrence** means a single cause or event that gives rise to a claim or series of claims under this Insurance.
- 1.33. **Outstanding Debit Balances** means the total declared in the statement last given under the provision of the Monthly Records condition and adjusted for:
- 1.33.1. bad debts;
 - 1.33.2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of **Damage**) to **Customers' Accounts** in the period between the date to which said last statement relates and the date of the **Damage**; and
 - 1.33.3. any abnormal condition of trade which had or could have had a material effect on the **Business**;
- so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.
- 1.34. **Period of Insurance** means the period stated in the **Schedule** of this Insurance, both days inclusive.

- 1.35. **Permanent Total Disablement** means disablement which entirely prevents the **Insured Person** from attending to any **Business** or occupation for which they are reasonably suited by training, education or experience and which lasts 12 months and at the end of that period is beyond hope of improvement.
- 1.36. **Personal Effects** means clothing, baggage and articles of personal use which are normally carried away from the home.
- 1.37. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 1.38. **Portable items** means items which are designed to be portable and for which You may be responsible for the purposes of the Business.
- 1.39. **Premises** means the **Buildings** referred to in the **Schedule** and occupied by You for the purposes of the Business.
- 1.40. **Premium** means the amount(s) shown in the **Schedule** that You have to pay for the Insurance cover We provide.
- 1.41. **Property Insured** means real and tangible material property detailed in the **Schedule**.
- 1.42. **Proprietary Software Programs** means the package of software programs You purchased at the same time as the **Information Technology** plus any subsequent upgrades excluding any bespoke computer software that You purchased in connection with the Business unless advised to Us and agreed by Us in writing.
- 1.43. **Rate of Gross Profit** means the **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**.
- 1.44. **Rent Payable** means the **Money** paid or payable by You in respect of accommodation and services provided at the **Premises**.
- 1.45. **Safe** means a theft resistant container that has been specifically designed for the storage of **Money** and valuables which is capable of resisting fire and attack by hand-held or power-operated tools.
- 1.46. **Schedule** means the policy **Schedule** attaching to this wording confirming currency of the Policy or the Policy **Schedule** subsequently issued on renewal or variation or by way of **Endorsement**.
- 1.47. **Standard Gross Rent Receivable** means the **Gross Rent Receivable** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 1.48. **Standard Gross Revenue** means the **Gross Revenue** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

- 1.49. **Standard Turnover** means the **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 1.50. **Stock** means **Stock** and materials in trade, stationery, food **Stocks** and the like, memorabilia and souvenirs, wine, beer and spirits, **Your** property or for which **You** are responsible.
- 1.51. **Strongroom** means a theft resistant structure constructed of masonry and steel that has been specifically designed for the storage of **Money** and valuables which is capable of resisting fire and attack by hand-held or power-operated tools.
- 1.52. **Sum Insured** means the applicable **Sum Insured** specified in the **Schedule**.
- 1.53. **Temporary Total Disablement** means disablement which entirely prevents the **Insured Person** from performing each and every duty of their occupation.
- 1.54. **Tenants Improvements** means structural fixtures and fittings which are **Your** property as occupiers of the **Property**.
- 1.55. **Territorial Limits** means the territories stated in the **Schedule** as the **Territorial Limits**.
- 1.56. **Terrorism** means any act or acts of force and/or violence:
- 1.56.1. for political, religious, ideological or other ends; and/or
 - 1.56.2. directed towards the over-throwing or influencing of any government de jure or de facto; and/or
 - 1.56.3. for the purpose of putting the public or any part of the public in fear.
- 1.57. **Transit** means whilst the **Property Insured** is being loaded upon, carried by or temporarily stored within or unloaded from any vehicle(s) owned, borrowed or hired by **You** to transport the **Property Insured** to and from the **Premises** to any location within the **Territorial Limits** in the course of **Your Business**; including temporary garaging, up to a maximum period of 5 consecutive days during the course of the **Transit**.
- 1.58. **Turnover** means the **Money** paid or payable to **You** for goods sold and delivered and for the services rendered in the course of the **Business**.
- 1.59. **Uninsured Working Expenses** means:
- 1.59.1. purchases (net of discounts received),
 - 1.59.2. packing, carriage and freight,
 - 1.59.3. bad debts.
- 1.60. **United Kingdom** means Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.
- 1.61. **Visitors' Effects** means visitors' and guests' **Personal Effects** of any description (other than motor vehicles) limited to £500 per person unless otherwise stated in the **Schedule**.

- 1.62. **Watercraft** means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water.
- 1.63. **We, Us or Our** means Certain Underwriters at Lloyd's.
- 1.64. **You, Your, Yours** means the company, person or persons named as the Insured shown in the **Schedule** including any directors and partners.

Insurance Covers

Material Damage

In the event of **Damage** to any of the **Property Insured** occurring during the **Period of Insurance** at the **Premises** as stated in the **Schedule** directly caused by the Insured Perils specified below, **We** will pay to **You** the value of the **Property Insured** at the time of its **Damage** in accordance with the Basis of Settlement or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the **Sum(s) Insured** stated in the **Schedule** (or such other **Sum(s) Insured** as may subsequently be agreed to in writing by **Us**) at the time of the **Damage** .

Insured Perils

This Insurance provides cover for **Damage** caused by the applicable Insured Peril as stated in the **Schedule**, which shall be defined as follows:

- 2.1. **FIRE** excluding **Damage** caused by its own spontaneous combustion, fermentation heating or its undergoing any heating process or any process involving the direct application of heat;
- 2.2. **LIGHTNING** or **THUNDERBOLT**.
- 2.3. **EXPLOSION** excluding **Damage** by explosion (other than **Damage** by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control.
- 2.4. **AIRCRAFT** and other aerial devices or articles dropped there from.
- 2.5. **EARTHQUAKE** excluding **Damage** caused by Fire, Subterranean Fire, Volcanic Eruption.
- 2.6. **STORM** or **TEMPEST**, excluding loss or **Damage** directly or indirectly caused by **Flood** or frost; **FLOOD**;
BURSTING or **OVERFLOWING** or **LEAKAGE** of water pipes, water mains, water tanks or water apparatus domestic boilers or oil fired heating installations.

Excluding **Damage**:

- 2.6.1. as a result of repairs to or removal or extension of water pipes, mains, tanks or apparatus,
 - 2.6.2. by bursting or overflowing or leakage occurring whilst the **Premises** are vacant or unoccupied but this exclusion shall not apply whilst the **Premises** are closed for holidays or weekends,
 - 2.6.3. as a result of water discharged or leaking from any automatic sprinkler installation,
 - 2.6.4. to gates, boundary fences or walls, glass, drains, sewers or water courses unless damaged by the fall of brickwork or masonry caused by an Insured Peril,
 - 2.6.5. to **Stock** not stored at least 15 centimetres above the floor,
 - 2.6.6. to **Property Insured** in the open unless specifically agreed by **Us** in writing,
 - 2.6.7. or loss whether caused directly or indirectly by:
 - a. subsidence, ground heave or landslide,
 - b. fire, lightning or explosion.
- 2.7. RIOT, CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS OR PERSONS TAKING PART IN LABOUR DISTURBANCES OR MALICIOUS PERSONS,

Excluding **Damage** whether caused directly or indirectly by:

- 2.7.1. fire;
 - 2.7.2. theft or attempted theft;
 - 2.7.3. total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation;
 - 2.7.4. arising from the confiscation requisition or destruction by order of the government or any public authority;
 - 2.7.5. in respect of **Buildings** which are empty or not in use, directly caused by malicious persons, not acting on behalf or in connection with any political organisation.
- 2.8. IMPACT caused by:
- 2.8.1. any vehicle, horse or cattle not belonging to or under **Your** or **Your Employees** control;
 - 2.8.2. falling trees or tree branches excluding **Damage** caused by lopping pruning or felling;
 - 2.8.3. collapse or breakage of television or radio receiving aerials or satellite dishes.
- 2.9. THEFT or ATTEMPTED THEFT involving:
- 2.9.1. entry to or exit from the **Premises** by forcible and violent means;
 - 2.9.2. violence or threat of violence to **You** or any director partner or **Employee**, Excluding **Damage**:
 - a. to the **Property Insured** by **You** or in collusion with any of the **Your Employees** or tenants or concessionaires or subcontractors at **Your Premises**,
 - b. to the **Property Insured** in any yard or open space, unless agreed by **Us** in writing,

- c. to **Money**, negotiable instruments and securities of any description,
- d. resulting in fire or explosion,
- e. involving the dishonest manipulation of any database or computer system,
- f. not reported to the Police within 24 hours of the discovery of the incident and a crime report number obtained,
- g. arising from the withdrawal of the Police response to the alarm activation signals from the Intruder Alarm System installed on **Your Premises** unless notified to **Us** and agreed by **Us** in writing.

2.10. SPRINKLER LEAKAGE caused by accidental water discharge or leakage from the Automatic Sprinkler Installation at the **Premises**.

Excluding **Damage**:

2.10.1. caused by the discharge or leakage of water occasioned by or happening through:

- a. repairs or alterations or extensions to the **Premises** and/or sprinkler installations;
- b. freezing whilst the **Premises** are vacant or unoccupied or freezing due to **Your** neglect;
- c. fire, lightning or explosion,
- d. defects in construction or condition of the Automatic Sprinkler Installation of which **You** are aware;

2.10.2. to the Automatic Sprinkler Installation, consequential loss of any kind or description.

2.11. SUBSIDENCE, GROUND HEAVE or LANDSLIP of any part of the site on which the **Buildings** stands Excluding **Damage**:

2.11.1. occurring to yards, car-parks, roads, pavements, walls, gates and fences unless also affecting the **Buildings**;

2.11.2. occurring as a result of the construction demolition structural alteration or structural repair of any **Buildings** at the **Premises**;

2.11.3. commencing prior to the granting of cover under this Insurance;

2.11.4. arising from the normal settlement or bedding down of new structures;

2.11.5. arising from settlement or movement of made up ground or by coastal or river erosion;

2.11.6. arising from defective design or workmanship or the use of defective material;

2.11.7. arising from fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe;

2.11.8. arising from any groundworks or excavation at the **Premises**.

Subsidence Ground Heave and Landslip condition

You must notify **Us** immediately when **You** are aware of any demolition or groundworks being planned or undertaken at **Your Premises** or at any adjoining or adjacent **Premises**. **We** shall then have the right to vary the terms or cancel this cover.

2.12. ACCIDENTAL **DAMAGE** arising from any other sudden and unforeseen **Occurrence**,
Excluding:

2.12.1. **Damage** caused by an event defined under Insured Perils 2.1. to 2.10. inclusive
whether covered by this Insurance or not,

2.12.2. Damage to the Property Insured caused by;

- a. backing up of drains and/or sewers, change in water table level, frost, gradual deterioration, inherent vice, its own faulty or defective design or materials, latent defect, seepage below ground level, wear and tear;
- b. defective or faulty workmanship, **Your** or **Your Employees'** omission or operational error.

BUT this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.

2.12.3. **Damage** caused by or consisting of:

- a. contamination, corrosion, dampness, dryness, evaporation, fermentation, insects, leakage, loss of Weight, marring, rust, scratching, vermin;
- b. normal settling, shrinking or expansion in **Buildings**, structures or foundations,
- c. the collapse or cracking of **Buildings**;
- d. the action of light, change in temperature, colour, flavour, texture or finish, condensation, fog, humidity; smog, or any other gradually occurring loss which commenced prior to the **Period of Insurance**.

2.12.4. **Damage** consisting of:

- a. cracking, failure of welds, fracturing, joint leakage, collapse or overheating of boilers economisers super- heaters pressure vessels or any range of steam and feed piping in connection therewith;
- b. breakdown or derangement in respect of the particular apparatus, equipment or machine in which such breakdown or derangement originates,

The provisions of Exclusions 2.12.3. and 2.12.4. above shall not exclude:

- c. such **Damage** not otherwise excluded which itself results from a Insured Peril or from any other **Damage**,
- d. subsequent **Damage** which itself results from a cause not otherwise excluded.

2.12.5. loss of use, delay or loss of markets; however caused or arising, and despite any preceding loss insured hereunder;

2.12.6. mysterious disappearance or inventory shortage, or misfiling or misplacing of information;

2.12.7. theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Employees**, officials or partners;

2.12.8. **Damage** caused by the insolvency or any financial impairment of any person or organisation to whom **Your Property Insured** may be entrusted;

2.12.9. **Damage** to that part of the Property Insured:

- a. caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
- b. resulting from its undergoing any process of production, packaging treatment commissioning service or repair.

- 2.12.10. **Damage** caused by error in computer or machinery programming or from data processing media failure or breakdown;
- 2.12.11. electrical or magnetic injury to, or disturbance or erasure of, electronic records, except by lightning;
- 2.12.12. **Damage** caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies;

- 2.12.13. **Damage** in respect of moveable **Property Insured** in the open or in any open-sided **Buildings** or structures, fences and gates caused by wind rain hail sleet and snow **Flood** or dust.

Exclusions

We shall not be liable for:

3.1. Damage to:

- 3.1.1. jewellery, precious stones, furs, bullion, works of art or rare books, trophies and memorabilia unless otherwise specifically noted in the **Schedule**;
- 3.1.2. **Property Insured** in Transit;
- 3.1.3. **Money**, cheques, stamps bonds, credit cards, securities, deeds, evidence of debt and valuable papers;
- 3.1.4. Business interruption or consequential loss of any kind.

3.2. Damage to:

- 3.2.1. land, piers, jetties, bridges, culverts or excavations;
- 3.2.2. canals, dams, reservoirs other than tanks and their contents;
- 3.2.3. **Buildings** or structures in the process of construction or erection and materials and supplies on the **Premises** in connection therewith;
- 3.2.4. vehicles licensed for road use, caravans, trailers, **Watercraft** and **Aircraft**, railway locomotives and rolling **Stock**;
- 3.2.5. livestock growing crops or trees;
- 3.2.6. **Information Technology**, including equipment and component parts thereof owned, leased, rented or under **Your** control.
unless specifically mentioned as covered by this Insurance.

- 3.3. the **Excess**, the amount as stated in the **Schedule** for each Insured Peril which will be deducted from the agreed settlement in respect of each and every claim.

Basis of Settlement

The amount payable for each item, will be in accordance with the one of the following Basis of Settlement marked on the [Schedule](#) against the appropriate item (and defined below) or at [Our](#) option [We](#) may choose to reinstate or replace the [Property Insured](#) or any part of it which is lost destroyed or damaged:

4.1. Agreed Value Basis

Applicable only to those Items on the [Schedule](#) where 'Agreed Value' has been shown.

- 4.1.1. Where an Item insured is shown to have been accepted on an Agreed Value basis and noted as such in the [Schedule](#), [Our](#) liability will not exceed the [Sum Insured](#) stated in the [Schedule](#) in all during the [Period of Insurance](#);
- 4.1.2. In the event of partial loss of or [Damage](#) to any Item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the value of that item as shown in the [Schedule](#).

For the purpose of this clause, the condition of Average (Underinsurance) set out in F. General Conditions of this Insurance shall not apply.

4.2. 25% Day One Reinstatement Basis

Applicable only to those Items on the [Schedule](#) where 'Day One 25%' has been shown, the [Declared Value](#) is the figure shown in brackets by the [Sum Insured](#).

The Basis on which the amount payable for the [Damage](#) to the [Property Insured](#) is to be calculated shall be the reinstatement of the [Property Insured](#), subject to the 25% Day One Reinstatement Basis Special Conditions shown below.

For this purpose Reinstatement shall mean:

- 4.2.1. the rebuilding or replacement of the [Property Insured](#) sustaining [Damage](#) which provided [Our](#) liability is not increased may be carried out as follows:
 - a. in any manner that is suitable to [Your](#) requirements;
 - b. upon another site;
- 4.2.2. the repair or restoration of the [Damage](#) to the [Property Insured](#).

Provided that in either 4.2.1. or 4.2.2. above the condition is equivalent to or substantially the same but not better or more extensive than the [Property Insured](#) when new.

25% Day One Reinstatement Basis Special Conditions:

- 4.2.3. The [Premium](#) has been calculated on the basis of the [Declared Value](#) provided by [You](#) in writing to [Us](#);
- 4.2.4. [You](#) will notify [Us](#) of the [Declared Value](#) for each applicable Item at the inception of each [Period of Insurance](#). If no declaration is received from [You](#) then the last amount declared to [Us](#) shall be taken as the [Declared Value](#) for the following [Period of Insurance](#);
- 4.2.5. If at the time of the [Damage](#) the [Declared Value](#) of each applicable item is less than the cost of Reinstatement (as defined above) at the inception of the [Period of Insurance](#) then [Our](#) liability for [Damage](#) shall not exceed the proportion that the

Declared Value bears to such cost of Reinstatement;

- 4.2.6. Our liability for the repair or restoration of the Property Insured in part only shall not exceed the amount which would have been payable had such Property Insured been wholly destroyed;
- 4.2.7. In the absence of this Basis of Settlement, no payment beyond the amount which would have been payable by Us will be made:
 - a. unless the Reinstatement commences and proceeds without unreasonable delay;
 - b. until the cost of Reinstatement shall have been actually incurred;
 - c. if the Property Insured shall at the time of the Damage be insured by any other insurance effected by You or on Your behalf which is not on the same basis of reinstatement;
- 4.2.8. The Sum Insured is limited to 125% of the Declared Value stated on the Schedule.

4.3. Reinstatement Basis

Unless specifically noted as 'Indemnity' on the Schedule, items are insured on a Reinstatement basis.

The Basis on which the amount payable for the Damage to the Property Insured is to be calculated shall be the Reinstatement of the Property Insured, subject to the Reinstatement Basis Special Conditions shown below.

For this purpose Reinstatement shall mean:

- 4.3.1. the rebuilding or replacement of the Property Insured sustaining Damage which provided Our liability is not increased may be carried out as follows:
 - a. in any manner that is suitable to Your requirements;
 - b. upon another site;
- 4.3.2. the repair or restoration of the Damage to the Property Insured.

Provided that in either 4.3.1. or 4.3.2. above the condition is equivalent to or substantially the same but not better or more extensive than the Property Insured when new.

Reinstatement Basis Special Conditions:

- 4.3.3. If at the time of the Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by each Item exceeds its Sum Insured, as stated in the Schedule, at the commencement of any Damage, Our liability will not exceed that proportion of the amount of such Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property Insured at that time;
- 4.3.4. Our liability for the repair or restoration of the Damage to the Property Insured in part only shall not exceed the amount which would have been payable had such Property Insured been wholly destroyed;
- 4.3.5. In the absence of this Basis of Settlement, no payment beyond the amount which would have been payable by Us will be made:
 - a. unless the Reinstatement commences and proceeds without unreasonable delay;

- b. until the cost of Reinstatement shall have been actually incurred;
- 4.3.6. if the **Property Insured** shall at the time of the **Damage** be insured by any other insurance effected by **You** or on **Your** behalf which is not on the same basis of reinstatement.

4.4. Indemnity Basis

Applicable only to those Items on the **Schedule** where “Indemnity” has been shown.

The Basis on which the amount payable for the **Damage** to the **Property Insured** is to be calculated shall be the value of the **Property Insured** at the time of the **Damage** or the amount of the **Damage** whichever is the less, subject to the Indemnity Basis Special Condition shown below.

Indemnity Basis Special Condition:

- 4.4.1. If at the time of the **Damage** the **Sum Insured** of each applicable item is less than the total value of the **Property Insured** at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and **You** will be considered to be **Your** own insurer for the difference.

4.5. Obsolete Buildings

Applicable only to those Items on the **Schedule** where ‘Obsolete **Buildings**’ has been shown.

The Basis on which the amount payable for the **Damage** to the **Buildings** deemed obsolete shall be:

- 4.5.1. the cost of repair if the **Buildings** are partially damaged; or
- 4.5.2. if the **Buildings** are extensively damaged, the cost of either:
 - a. the demolition of the existing structure and the replacement with a **Building** suitable for **Your** needs, constructed with modern materials and techniques; or
 - b. the purchase of a similar **Building** on another site.

The replacement or repair of the **Buildings** so damaged shall be at **Our** option.

Conditions

Your compliance and continued observance of the under-noted are conditions precedent to **Our** Liability to make any payment under this Insurance.

5.1. Automatic Fire Alarm Installations

If the **Premises** have automatic fire alarm installation(s) **You** shall undertake to:

- 5.1.1. carry out weekly tests of the installation and other testing and checking requirements referred to on the completion certificate and remedy within 14 days any defect disclosed;
- 5.1.2. carry out the maintenance procedures specified by the manufacturers of the equipment;
- 5.1.3. notify **Us** immediately of any disconnection or failure of the automatic fire alarm

installation likely to leave the [Premises](#) unprotected for 12 hours or more;

5.1.4. record details of all events such as alarms faults tests maintenance and disconnections and keep such details available for examination by **Our** representatives.

5.2. Deep Frying and Cooking Equipment

5.2.1 all Deep Frying and Cooking Equipment is installed, operated and maintained in accordance with the manufacturer's instructions

5.2.2 all Deep Frying and Cooking Equipment is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit)

5.2.3 where a separate high temperature safety thermostat is fitted, this is set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit)

5.2.4 all Deep Frying and Cooking Equipment including flues and extract system ducting is kept from contact with and not in close proximity to combustible material including any such material within or forming part of the Buildings

5.2.5 all extraction hoods, canopies, canopy exhaust plenums, filters and grease traps are thoroughly cleaned over the entire internal and external areas by the removal of all greasy and oily deposits and other waste materials every month

5.2.6 the entire internal area of all flues and extraction ducting, including extraction motors and fans, are thoroughly cleaned, by the removal of all greasy and oily deposits and other waste materials, at least every six months

A written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location.

If the entire internal area of all flues and extraction ducting, including extraction motors and fans, have not been so cleaned within 6 months prior to the inception of this insurance or the addition of this condition, then they must be cleaned within 30 days of the inception of this insurance or the additional of this condition, and at least every twelve months thereafter.

5.2.7 suitable fire extinguishers and/or blankets are kept in the frying and cooking area and staff are trained in their use

5.2.8 No Deep Frying and Cooking Equipment is left unattended while the heat source is operating nor for a period of twenty minutes after the heat source has been switched off.

For the purpose of this condition, Deep Frying Equipment means equipment used for frying by immersing in fat or oil.

5.3. Electrical Circuits

You shall undertake to have all electrical circuits tested by an NICEIC qualified contractor with the maximum period between inspections being in accordance with IEE regulations, but not exceeding greater than 5 year intervals. Any defects found during the inspection are to be remedied immediately. Certification confirming inspection or repair must be retained by **You** and be made available to **Us** within 30 days if requested.

5.4. Fire Break Doors and Shutters

You shall undertake to keep closed all fire break doors and shutters installed at the **Premises** except during working hours and maintain them in efficient working order.

5.5. Fire Extinguishing Appliances

You shall undertake to keep on the **Premises** fire extinguishing appliances of suitable types and numbers for **Your Business** and maintain them in efficient working order by means of an annual maintenance contract.

5.6. Flat Roof Maintenance

If the **Premises** has any flat roof areas **You** shall undertake to:

- 5.6.1. clear and sweep all leaves and debris from the drains and gutters regularly throughout the **Period of Insurance**;
- 5.6.2. have an inspection undertaken by a suitably qualified building contractor at intervals not exceeding greater than 2 years, with all repairs and maintenance work carried out as necessary but within 28 days of discovery.

5.7. Hot Work Warranty

It is hereby warranted that any repair work to buildings which are insured under this **Policy** and such work involves the application of heat the work must be carried out by a qualified contractor. **You** must ensure the contractor has adequate public liability insurance in force covering the term of the work and obtain a copy of the contractor's Policy/Certificate of Insurance to confirm this and obtain an appropriate Hot Works permit and or any other such permits as **We** may require.

5.7.1 **You** must:

- 5.7.1.1 take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **Damage**;
- 5.7.1.2 make sure that the area where the work is to be undertaken is to be cleaned and kept free of all loose and combustible material and all immovable combustible material and the **Property Insured** shall be adequately protected with fire blanket or screens;
- 5.7.1.3 ensure that all blow lamps and blow torches must be lit for as short a time as possible before use and extinguished immediately after use. Lighted blow lamps and blow torches must not under any circumstances be left unattended; and
- 5.7.1.4 make sure that at least ONE (1) fire extinguisher with a capacity of not less than NINE (9) litres must be kept available for immediate use in the area where the work is to be undertaken.

5.7.2 **You** must inform the contractor of the following:

5.7.2.1 During working hours:

if the area in which the work is to be undertaken is to be left unattended at any time during working hours all sources of heat are to be fully turned off, all tools used in the heat process and the area being worked upon is to be completely cooled down or dampened down before being left unattended.

5.7.2.2 Upon completion of the hot work:

- a. if the hot work is completed during normal working hours the area being work upon must be thoroughly checked for smouldering fire each FIFTEEN (15) minutes for a total of ONE (1) hour before the contractor leaves the Premises;
- b. at the end of normal working hours all work must cease at least ONE (1) hour before the end of each normal working day and the area in which the work was being undertaken must be thoroughly checked for smouldering fire each FIFTEEN (15) minutes before the contractor leaves the Premises.

5.7.2.3 You must not waive any subrogation rights against such contractor or sub-contractor.

5.8. Intruder Alarm

5.8.1. If the Premises has an Intruder Alarm already installed or where We have required You to have an Intruder Alarm installed You shall undertake to:

- 5.8.1.1. put the Intruder Alarm into full and effective operation at all times when Your Premises are closed for Business, and at all other appropriate times;
- 5.8.1.2. maintain the Intruder Alarm in good working order throughout the Period of Insurance by means of a maintenance contract with the installing company or with a member company of the National Approval Council Of Security Systems (NACOSS) or National Security Inspectorate (NSI);
- 5.8.1.3. notify Us immediately in writing of any withdrawal of the Police or security company's response, or any alteration, apparent defect or variation of the Intruder Alarm system, or any structural alteration which might affect its operation.

5.9. Portable Space Heater Precautions

If the Premises are heated by portable space heaters (provided that You have notified Us and We have agreed to this in writing) You shall undertake to:

- 5.9.1. not site them in passageways and other places they are likely to be overturned or subject to mechanical Damage;
- 5.9.2. not site them in areas where flammable atmospheres are habitually or intermittently present;
- 5.9.3. not site them on combustible floors or surfaces;
- 5.9.4. keep them clear of combustible materials and fit them with a guard to maintain a clear space of at least 1 metre around it.

5.10. Risk Surveys

We reserve the right to conduct a risk survey or surveys during the period of insurance. You shall ensure that any risk improvements deemed as requirements by Us following a survey or surveys of the risk shall be complied with and implemented within the time specified by Us. We reserve the right to review all the terms and conditions of the Insurance following the survey(s).

5.11. Security Precautions

You shall undertake to:

- 5.11.1. put into full and effective operation at all times when Your Premises are closed for Business, and at all other appropriate times, all security devices including locks, fastenings, shutters and other means of protecting Your Premises which You will maintain in good order throughout the Period of Insurance;
- 5.11.2. ensure that all external (and internal doors leading to other parts of the Premises not in the Insured occupation):
 - 5.11.2.1. for timber or steel framed doors – a mortice deadlock which has 5 or more levers and/or conforms to BS3621 specification for thief resistant locks and matching boxed striking plate; Or
 - 5.11.2.2. for aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point locking system.
 - 5.11.2.3. Double Leaf Doors – The standing leaf to be secured with bolts morticed into the leading edge of the door top and bottom or by key operated locking surface mounted bolts' and the other leaf fitted with a lock according to the construction of the door as specified above or both leaves fitted with a good quality coach-bolted locking bar secured with a close-shackle padlock having at least 5 levers.
- 5.11.3. All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes are to be fitted with key-operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from Us and We have agreed to this in writing;
- 5.11.4. remove all keys and duplicate keys and combination codes of Safes and strong rooms and of Intruder Alarm systems (where installed) from the Premises at all times when Your Premises are closed and at all other appropriate times.

5.12. Security Precautions (storage containers)

Where **We** have agreed to the use of storage containers, **You** shall undertake to:

- 5.12.1. store equipment when not in use in a securely locked purpose built container(s) constructed of steel;
- 5.12.2. ensure that doors shall be protected by at least one 6mm - 16mm Mul-T-Lock (C Series) closed shackle padlock(s), to, at least, the main closure door half (Usually the right hand side) opening arm(s). The centre of the container shall be fitted with a metal covering box with 11mm - 13mm Mul-T-Lock Slide bolt lock securing the two door halves within.

5.13. Premises Inspection

You shall undertake:

- 5.13.1. a thorough examination of the **Premises** at the close of **Business** each day and recorded. Such reports to be checked at least once a week by **You**;
- 5.13.2. to empty all tobacco waste and the like into a lidded metal bin and remove the bin from the **Premises** at the close of **Business** each day and at all other appropriate times.

5.14. Stillage Precautions

You shall undertake to keep all **Stock** at least 15 centimetres off the ground within the **Premises**.

5.15. Unoccupancy Precautions

If the **Premises** become unoccupied for more than 30 consecutive days and **You** have notified **Us** and **We** have agreed to this in writing, **You** shall undertake to:

- 5.15.1. clear and sweep the **Premises** of all loose combustible material;
- 5.15.2. disconnect the electricity, gas, and water supplies at the mains and drain tanks and pipes to the fullest extent possible;
- 5.15.3. seal all letterboxes to prevent insertion of material;
- 5.15.4. physically inspect the **Premises** at least once per week and carry out any work necessary to maintain security.

5.16. Waste Precautions

You shall undertake to clear and sweep up all refuse and waste and remove it from inside the **Buildings** daily. All refuse and waste is to be removed from the **Premises** at least once a week.

Extensions

6.1. Architects', Surveyors' and Consulting Engineers' Legal Fees

Included within the Sum(s) Insured on **Buildings, Machinery and Plant** are architects', surveyors', consulting engineers', legal and other fees necessarily incurred by **You** in the reinstatement of the **Property Insured** following its **Damage** by any Insured Peril (but not any fees for the preparation of the claim or estimate of loss) not exceeding the amounts authorised under the scales of the various Institutions regulating such charges prevailing at the time of the **Damage**.

6.2. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of **Damage** to the **Property Insured** the **Sum Insured** will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

6.3. Capital Additions

This Insurance extends to cover the following property situated anywhere within the **Territorial Limits** as stated in the **Schedule**:

- 6.3.1. any newly erected and/or newly acquired **Buildings** and/or **Machinery and Plant**, provided that they are not otherwise insured; and
- 6.3.2. alterations, additions and improvements to **Buildings** and/or **Machinery and Plant** but not in respect of any appreciation in value.

Provided that **Our** maximum liability at any one situation under this Extension shall not exceed 10% of the total **Buildings and Machinery and Plant Sum Insured** or £250,000 whichever is the lesser.

You shall advise **Us** of such capital additions within 60 days of acquisition and agree to pay any additional **Premium** that may be required.

6.4. Changing Locks

This Insurance extends to cover costs incurred as a result of the necessary replacement of locks following the loss of keys by theft from the **Premises** or from the homes of principals directors or authorised **Employees** or by unauthorised duplication of keys provided that if such keys relate to a **Safe** or **Strongroom** they shall not be left on the **Premises** overnight. **Our** liability under this Extension is limited to £1,500 any one claim or claims arising from any one **Occurrence**.

6.5. Demolition and Clearance Costs

This Insurance extends to cover costs and expenses necessarily incurred by You with Our consent for:

- 6.5.1. removing the debris of,
- 6.5.2. dismantling or demolishing,
- 6.5.3. shoring up or propping,

the portion or portions of the Property Insured following Damage caused by any Insured Peril against and to which such Sum(s) Insured apply.

This Insurance further extends to include the costs and expenses necessarily incurred for the clearance of drains, gutters and sewers at Your Premises or for which You are responsible, provided that such clearance is necessitated by the Damage caused by an Insured Peril covered by this Insurance. We will not pay for any cost or expenses:

- 6.5.4. incurred in removing debris except from the site where the Damage occurred and the area immediately adjacent to such site;
- 6.5.5. arising from Pollution or contamination of property not insured by this Insurance.

6.6. European Community and Public Authorities Costs

The Insurance by each item of the Buildings, Tenants' Improvements and Machinery and Plant extends to cover the additional cost of reinstatement of any Damage to the Property Insured and undamaged portions thereof incurred solely by reason of the necessity to comply with European Community Legislation and/or Building or other Regulations or any Act of Parliament or Bye-Laws of any Public Authority provided that:

- 6.6.1. You receive a notice to comply after the Damage occurs;
- 6.6.2. the work of reinstatement must be commenced and carried out without unreasonable delay and must be completed within 12 months after the Damage or within a time period that We may allow in writing;
- 6.6.3. the total amount recoverable under any item in respect of this Extension shall not exceed;
 - a. in respect of Damage to the Property Insured 10% of its Sum Insured;
 - b. in respect of the undamaged portions of the Property Insured (excluding any foundations) 10% of the total amount for which We would have been liable had the Property Insured been wholly destroyed;
- 6.6.4. the total amount recoverable under any item of the Buildings, Tenants Improvements and Machinery and Plant shall not exceed its Sum Insured.

6.7. Non Invalidation

This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control; provided that immediately **You** become aware of any such act omission or alteration **You** shall inform **Us** and pay such additional **Premium** as **We** may reasonably require.

6.8. Temporary Removal of Deeds and Documents

The Insurance by the **Machinery and Plant** item extends to cover deeds and documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) but excluding computer systems' records whilst temporarily removed to any **Premises** not in **Your** occupation and/or whilst in **Transit** by road, rail or inland waterways, in the United Kingdom.

Our limit of liability for this Extension shall not exceed 5% of the **Sum Insured** of the **Machinery and Plant** item.

6.9. Temporary Removal of **Machinery and Plant**

The Insurance by the **Machinery and Plant** item is extended to include cover whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same **Premises** or to any other **Premises** in the **United Kingdom** and in **Transit** thereto and therefrom by road, rail or inlandwaterway.

Our limit of liability for this Extension shall not exceed 10% of the **Sum Insured** of the **Machinery and Plant** item.

6.10. Trace and Access

In the event of **Damage** resulting from Insured Peril 2.5. Bursting or Overflowing or Leakage, this Insurance will provide cover for the costs necessarily and reasonably incurred by **You**, with **Our** written consent, for tracing the source of any leakage and subsequently making good any **Damage** that was necessarily caused in locating and remedying the leakage, subject to a limit of £5,000 any one claim and £20,000 in all during any one Period of Insurance.

6.11. Workmen

Workmen and/or tradesmen are allowed in or about the **Premises** for maintenance purposes and/or effecting repairs, minor alterations, and decorations without prejudice to this Insurance.

Supplementary Clauses

The following supplementary clauses are only applicable to this Insurance if the Clause number has been entered in the [Schedule](#):

7.1. Cups and Trophies

This Insurance will provide cover for Cups & Trophies at the [Premises](#) up to the [Sum Insured](#) stated in the [Schedule](#) up to a Single Article Limit of £2,500 unless otherwise stated in the [Schedule](#).

It is noted that:

- 7.1.1. Theft overnight from a motor vehicle will be excluded unless the vehicle is in a locked garage;
- 7.1.2. Cover excludes scratching, denting or chipping;
- 7.1.3. Cover is operative whilst:
 - a. in any secure [Building](#) at the club [Premises](#);
 - b. at the home [Premises](#) of a club member;
 - c. stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured, subject to Condition(s) 5.12. and 5.13. Security Precautions, as appropriate.

7.2. Floodlights

This Insurance will provide cover for Floodlights at the [Premises](#) up to the [Sum Insured](#) stated in the [Schedule](#). It is noted that:

- 7.2.1. Perils 2.7. Impact and 2.12. Accidental Damage are excluded.
- 7.2.2. It is a condition precedent to liability in respect of [Damage](#) that all floodlights are securely anchored to the ground or to a substantial structure when not in use.

7.3. Full Theft

Peril 2.9 is restated:

- 2.9. Theft or ATTEMPTED THEFT involving:
 - 2.9.1. entry to or exit from the [Premises](#);
 - 2.9.2. violence or threat of violence to [You](#) or any director partner or [Employee](#),

Excluding [Damage](#):

- a. to the [Property Insured](#) by [You](#) or in collusion with any of the [Your Employees](#) or tenants or concessionaires or subcontractors at [Your Premises](#),
- b. to the [Property Insured](#) in any yard or open space, unless agreed by [Us](#) in writing,
- c. to [Money](#), negotiable instruments and securities of any description,
- d. resulting in fire or explosion,
- e. involving the dishonest manipulation of any database or computer system,

- f. not reported to the Police within 24 hours of the discovery of the incident and a crime report number obtained,
- g. arising from the withdrawal of the Police response to the alarm activation signals from the Intruder Alarm System installed on **Your Premises** unless notified to **Us** and agreed by **Us** in writing.

7.4. Incidental Course of Construction

This Insurance will provide automatic coverage for **Buildings** in course of construction, installation, repair, renovation, and the like at **Your Premises** where such work is of an incidental nature. **We** consider incidental to mean works where the total full contract value does not exceed 10% of the Sum(s) Insured on **Buildings** and/or **Tenants Improvements** as declared to **Us**. In the event of **You** requiring coverage for works in excess of 10% of the appropriate Sum(s) Insured, then **You** must provide **Us** with all the relevant information prior to commencement of contract, for **Our** consideration.

7.5. Metered Water Costs

This Insurance will provide cover for the loss of metered water from irrigation equipment, sprinkler systems, water tanks, apparatus and pipes for which **You** are responsible following **Damage** at **Your Premises** and not otherwise excluded.

Provided that:

- 7.5.1. **You** shall maintain a record of readings from the Water Authority meter at **Your Premises** at intervals of not more than 30 days;
- 7.5.2. the amount payable in respect of any one **Premises** is limited to such excess water charges demanded by the Water Authority;
- 7.5.3. **We** will not be liable for loss of metered water due to leaking from or bursting of an underground pipe;
- 7.5.4. the amount payable by **Us** in respect of such excess water charges required by the Water Authority shall not exceed £5,000 any one claim and £20,000 in all during any one **Period of Insurance**.

7.6. Playing Surfaces

This Insurance will provide cover for Playing Surfaces up to the **Sum Insured** stated in the **Schedule**.

It is noted that:

- 7.6.1. Cover is restricted to Perils 2.1. Fire and Lightning, 2.3. Explosion, 2.4. **Aircraft**, 2.6. Storm and **Flood** but only where the Perils are stated as operative in the **Schedule**;
- 7.6.2. **Damage** is excluded:
 - a. by water from or action of the sea, tsunami, tidal wave or storm surge;
 - b. to gates, fences, retaining walls, exterior textile awnings or blinds;
 - c. to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof;
 - d. frost, erosion, subsidence, ground heave or landslide, collapse, or any other movement of earth;
 - e. attributable solely to change in the water table level;

7.6.3. Cover is extended to include **Damage** caused by emergency services attending the **Premises**, subject to a maximum limit of indemnity of £2,500 each and every loss.

7.7. Sightscreens & Scoreboards

This Insurance will provide cover for Sightscreens and Scoreboards at the **Premises** up to the **Sum Insured** stated in the **Schedule**.

It is noted that:

7.7.1. Peril 2.12. Accidental Damage is excluded;

7.7.2. It is a condition precedent to liability in respect of **Damage** caused by Storm that all Sightscreens and Scoreboards are securely anchored to the ground or to a substantial structure when not in use;

7.8. Sporting Kit & Equipment

This Insurance will provide cover for Sporting Kit and Equipment at the **Premises** up to the **Sum Insured** stated in the **Schedule**.

It is noted that:

7.8.1. Peril 2.12. Accidental Damage is excluded;

7.8.2. Cover is excluded whilst in use in the sport;

7.8.3. Overnight theft from a motor vehicle will be excluded unless the vehicle is in a locked garage;

7.8.4. Cover is operative whilst:

- a. in any secure **Building** at the club **Premises**;
- b. at the home **Premises** of a club member;
- c. stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured;

7.8.5. 7.8.3. and 7.8.4. are subject to Condition(s) 5.12. and 5.13. Security Precautions, as appropriate;

7.8.6. Sporting Kit & Equipment is defined as recognised equipment which is used in connection with the participation of the Insured Sport up to a Single Article Limit of £1,000 unless otherwise stated in the **Schedule**.

7.9 Theft Damage to **Buildings**

Where the **Buildings**, are shown as 'Not Covered' on the **Schedule**, We will extend the cover to include the cost of repairing **Damage** to **Buildings** caused by Theft or attempted Theft subject to a limit of £10,000 or 10% of the **Machinery and Plant Sum Insured** whichever is the lower, provided that **You** are legally liable for such cost and the aforesaid **Damage** is not otherwise insured.

Portable Items

In the event of **Damage** to any of the **Portable Items** at the **Premises** or within the **Territorial Limits** stated in the **Schedule**, including whilst in **Transit**, directly caused by accidental **Damage** from any cause (including those as defined by Perils 2.1. to 2.11. inclusive under Material Damage), subject to the exclusions detailed below, **We** will pay to **You** the value of the **Property Insured** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the **Sum(s) Insured** stated in the **Schedule** (or such other **Sum(s) Insured** as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

Exclusions

We shall not be liable for:

8.1. **Damage** to the **Property Insured** caused:

- 8.1.1. by change in water table level, frost, gradual deterioration, inherent vice, its own faulty or defective design or materials, latent defect, seepage below ground level, wear and tear;
- 8.1.2. by defective or faulty workmanship, **Your** or **Your Employees'** omission or operational error;
- 8.1.3. whilst in use in the sport.

However this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.

8.2. **Damage** caused by or consisting of:

- 8.2.1. contamination, corrosion, dampness, dryness, evaporation, fermentation, insects, leakage, loss of weight, marring, rust, scratching, vermin;
- 8.2.2. normal settling, shrinking or expansion of **Buildings**, structures or foundations;
- 8.2.3. the collapse or cracking of **Buildings**;
- 8.2.4. action of light, change in temperature colour flavour texture or finish, condensation, fog, humidity, smog;
- 8.2.5. any other gradually occurring loss which commenced prior to the **Period of Insurance**.

8.3. **Damage** consisting of:

- 8.3.1. cracking, failure of welds, fracturing, joint leakage, collapse or overheating of overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith;
- 8.3.2. breakdown or derangement in respect of the particular apparatus, equipment or machine in which such breakdown or derangement originates.

The provisions of Exclusions 8.2. and 8.3. shall not exclude:

- 8.3.3. such **Damage** not otherwise excluded which itself results from a Insured Peril or from any other **Damage**,
- 8.3.4. subsequent **Damage** which itself results from a cause not otherwise excluded.
- 8.4. loss of use, delay or loss of markets; however caused or arising, and despite any preceding loss insured hereunder.
- 8.5. mysterious disappearance or inventory shortage, or misfiling or misplacing of information.
- 8.6. Theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Employees**, officials or partners.
- 8.7. Theft or attempted theft from:
 - 8.7.1. any unattended vehicle unless:
 - a. all doors and windows are closed and securely locked and the vehicle manufacturer's security systems are in operation;
 - b. entry to the vehicle has been effected by forcible and violent means;
 - c. all items are stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.
 - 8.7.2. any **Building** not owned by **You** unless;
 - a. the **Property Insured** is the personal custody of **You**, any **Employee** or club member; or
 - b. the **Property Insured** is locked within the aforesaid **Building** and entry has been effected by forcible and violent means.
 - 8.7.3. **Your Premises** when closed for **Business** and at all other appropriate times when left unattended, unless the intruder alarm and security precautions are in operation and entry has been effected by forcible and violent means.
- 8.8. **Damage** caused by the insolvency or any financial impairment of any person or organisation to whom the **Property Insured** may be entrusted.
- 8.9. Damage to that part of the Property Insured:
 - 8.9.1. caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - 8.9.2. resulting from its undergoing any process of production, packaging treatment commissioning service or repair.
- 8.10. **Damage** occasioned by confiscation, delay, destruction, embargo, requisition or seizure by the government or any public authority.
- 8.11. **Damage** caused by error in computer or machinery programming or from data processing media failure or breakdown.

- 8.12. electrical or magnetic injury to, or disturbance or erasure of, electronic records, except by lightning.
- 8.13. **Damage** caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies.
- 8.14. **Damage** in respect of moveable property in the open or in any open-sided **Buildings** or structures, fences and gates caused by wind rain hail sleet and snow **Flood** or dust.
- 8.15. the **Excess**, the amount as stated in the **Schedule** for each Insured Peril which will be deducted from the agreed settlement in respect of each and every claim.

Basis of Settlement

- 9.1 Where **Your Property Insured** under this Cover is:
 - 9.1.1. not more than one year old, **We** will settle the claims on the basis of the full cost of replacement of the item with that of similar specification without deduction for wear tear and depreciation;
 - 9.1.2 more than one year old, **We** will settle the claims on the basis of the market value at the time of the **Damage**, taking into account wear tear and depreciation.

Always provided that if at the time of the **Damage** the **Sum Insured** of each applicable item is less than the total value of the **Property Insured** at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and **You** will be considered to be **Your** own insurer for the difference.

Extension

10.1. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of **Damage** to the **Property Insured** under this Cover the **Sum Insured** will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

Condition

- 11.1. Sporting Kit & Equipment is defined as recognised equipment which is used in connection with the participation of the Insured Sport up to a Single Article Limit of £1,000 unless otherwise stated in the **Schedule**.

Information Technology

In the event of **Damage** to any **Information Technology** at the **Premises** stated in the **Schedule** caused by **Accidental Damage** from any cause (including those as defined by Perils 2.1. to 2.11. inclusive under **Material Damage**, subject to the exclusions detailed below, **We** will pay to **You** the value of the **Property Insured** at the time of its **Damage** in accordance with the Basis of Settlement or **Our** option reinstate or replace or repair such **Property Insured** or any part of it;

In addition, where shown on the **Schedule**, **We** will also cover **You** for:

- 12.1. the cost of restoring the **Electronic Data**;
- 12.2. the necessary Extra Expense, incurred by **You** in order to continue as nearly as practicable the normal operation of **Your Business**, immediately following **Damage** to the **Information Technology** by a peril not excluded by this Cover.

Provided that **Our** liability under this Cover, during any one **Period of Insurance** shall not exceed the Sum(s) Insured stated in the **Schedule** (or such other Sum(s) Insured as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

Exclusions

We shall not be liable for:

- 13.1. **Damage** due to mechanical failure, faulty construction, error in design unless fire or explosion ensues, and then only for loss, **Damage**, or expense caused by such ensuing fire or explosion.
- 13.2. inherent vice, wear, tear, gradual deterioration or depreciation.
- 13.3. any dishonest, fraudulent or criminal act by **You** or a director, an **Employee**, official or partner or whether acting alone or in collusion with others.
- 13.4. dryness or dampness of atmosphere, extremes of temperature, corrosion, or rust unless directly resulting from physical **Damage** to the data processing systems air conditioning facilities caused by a peril not excluded by the provisions of this Cover.
- 13.5. short circuit, blow-out, or other electrical disturbance, other than lightning, within electrical apparatus, unless fire or explosion ensues and then only for loss, **Damage** or expense caused by such ensuing fire or explosion.
- 13.6. actual work upon the **Information Technology**, unless fire or explosion ensues, and then only for loss, **Damage** or expense caused by such ensuing fire or explosion.
- 13.7. delay or loss of market.
- 13.8. data processing media failure or breakdown or malfunction of the data processing system including equipment and component parts while said media is being run through the system, unless fire or explosion ensues and then only for the loss, **Damage** or expense caused by such ensuing fire or explosion.

13.9. electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning.

13.10. Computer Virus and hacking.

13.11. any cause that would normally be covered by a maintenance agreement irrespective of whether You has such an agreement in force at the time of loss.

13.12. in respect of the Extra Expense:

13.12.1. loss of profits or earnings resulting from diminution of the Business;

13.12.2. any direct or indirect Damage to the Information Technology;

13.12.3. any expenditure incurred in the purchase, construction, repair or replacement of any Information Technology unless incurred for the purpose of reducing any loss under this Cover not exceeding, however, the amount by which the loss is so reduced.

13.13. the Excess, the amount as stated in the Schedule which will be deducted from the agreed settlement in respect of each and every claim.

Basis of Settlement

In respect of the Information Technology, the Basis of Settlement shall be the actual repair or replacement cost, including the reasonable cost of temporary repair and of expediting the repair or replacement or if the Information Technology is obsolete at the time of loss the replacement of the Property Insured with an item that has the same cost as that lost or damaged when new.

In respect of the cost of restoring the Electronic Data, the Basis of Settlement shall be the cost of the blank media plus the cost of copying the Electronic Data from back-up or from originals of a previous generation excluding:

14.1. any research and engineering and any costs of recreating, gathering and assembling such Electronic Data;

14.2. any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

If the Electronic Data is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

In respect of Extra Expense, the Basis of Settlement shall be the additional costs incurred, not exceeding the actual loss sustained, not exceeding such length of time commencing with the date of the loss and not limited by the date of expiration of this Cover as shall be required with the exercise of due diligence and dispatch to repair, rebuild, or replace such part of said property as may be destroyed or damaged.

Provided always that Our maximum liability under any Basis of Settlement shall not exceed the Sum(s) Insured stated in the Schedule.

Conditions

Your compliance and continued observance of the under-noted are conditions precedent to Our liability to make any payment under this Insurance:

15.1. Data Storage Precautions

You shall undertake to back up Your computer systems daily and that such back-ups are either stored at another location or contained in a locked fire proof Safe within the Premises.

15.2. Salvage

Any salvage value of the Information Technology so acquired which may be sold or utilised by You on resumption of Your normal Business operations shall be taken into consideration in the adjustment of loss hereunder.

Consequential Loss

In the event of **Damage** to any of **Buildings** or to any other **Property Insured** occurring at the **Premises** occupied by **You**, directly caused by the Insured Perils covered under Material **Damage**, interrupting or interfering with the **Business**, **We** will pay to **You** the amount of the loss resulting from such interruption or interference in accordance with each item stated in the **Schedule**.

Provided that:

- 16.1. at the time of the happening of the **Damage** there is in force an insurance covering **Your** interest in the **Buildings** or to any other **Property Insured** at the **Premises** against such **Damage** and that:
 - 16.1.1. payment shall have been made or liability admitted therefore under such insurance; or payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
- 16.2. **Our** liability under this Cover (including any applicable Supplementary Clauses) during any one **Period of Insurance** shall not exceed:
 - 16.2.1. 133.33% of the total **Sum Insured** in respect of the **Estimated Gross Profit** or the **Estimated Gross Revenue** or the **Estimated Gross Rent Receivable** whichever is covered and as stated in the **Schedule**; or
 - 16.2.2. 100.00% of the total **Sum Insured** in respect of the Increase Cost of Working, **Rent Payable** or Book Debts whichever is covered and as stated in the **Schedule**.

Notes

- 17.1. The words and expressions to which specific meanings have been attached in any part of this Cover shall bear such specific meanings wherever they may appear.
- 17.2. To the extent that **You** are accountable to the tax authorities for Value Added Tax, all terms in this Cover shall be exclusive of such tax.
- 17.3. For the purpose of this Cover any adjustment implemented in current cost accounting shall be disregarded.
- 17.4. Adjustments shall be made to Rate of Gross Profit, **Standard Turnover** and **Standard Gross Revenue** as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Estimated Gross Profit

18.1. The Insurance in respect of **Estimated Gross Profit** is limited to loss of **Gross Profit** due to:

- (1) Reduction in **Turnover**;
- (2) Increase in Cost of Working

and the amount payable as indemnity hereunder shall be:

18.1.1. in respect of Reduction in **Turnover**: the sum produced by applying the Rate of **Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Turnover**;

18.1.2. in respect of Increase in Cost of Working: the **Additional Expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided;

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

Estimated Gross Revenue

19.1. The Insurance in respect of **Estimated Gross Revenue** is limited to loss of **Gross Revenue** due to:

- (1) Reduction in **Gross Revenue**;
- (2) Increase in Cost of Working

and the amount payable as indemnity hereunder shall be:

19.1.1. in respect of Reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Revenue**;

19.1.2. in respect of Increase in Cost of Working: the **Additional Expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

Estimated Gross Rent Receivable

20.1. The Insurance in respect of **Estimated Gross Rent Receivable** is limited to loss of **Gross Rent Receivable** due to:

- (1) Loss of **Gross Rent Receivable**;
- (2) Increase in **Cost of Working**

and the amount payable as indemnity hereunder shall be:

20.1.1. in respect of Loss of **Gross Rent Receivable**: the amount by which the **Gross Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Rent Receivable**;

20.1.2. in respect of Increase in **Cost of Working**: the **Additional Expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges of the **Business** payable out of **Gross Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

Increase in Cost of Working

21.1. The Insurance in respect of Increase in **Cost of Working** is limited to the **Additional Expenditure** necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Provided that **We** shall not be liable for more than 50% of the **Sum Insured** during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

Exclusions

We shall not be liable for the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim

Extensions

22.1. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of a loss under this Cover the **Sum Insured** will be automatically reinstated from the date of the loss unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date

22.2. Professional Accountants Charges

Where the Insurance is arranged on **Estimated Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rent Receivable**, We will pay to You the reasonable charges payable by You to Your professional accountants and/or auditors for producing any particulars or details or any other proofs information or evidence as may be required by Us in connection with a claim under these Covers, and reporting that such particulars or details are in accordance with Your books of account or other **Business** books or documents.

Provided that Our liability under this Extension shall not exceed in total the **Sum Insured** under the applicable Cover.

Supplementary Clauses

The following supplementary clauses are only applicable to this Insurance if the Clause number has been entered in the **Schedule**.

23.1. Exhibition Expenses

The Insurance by this section extends to include the irrecoverable expenses of the **Insured** in respect of any trade exhibition in the geographical limits following **Damage** by the insured event occurring:

23.1.1. at the exhibition venue;

23.1.2. to Your property for use in connection with the exhibition whilst at **Your Premises** or whilst in **Transit** by road rail or inland waterway;

23.1.3. Subject to the following provisions:

- a. in the event of the exhibition not being held (or the **Insured** being unable to exhibit at all) in consequence of the **Damage** the amount payable shall be limited to the irrecoverable expenses that the **Insured** has paid or is liable to pay in respect of the exhibition;
- b. if the exhibition does not run (or the **Insured** is unable to exhibit) for the intended period in consequence of the **Damage** the amount payable shall be the loss computed in accordance with provision (a) above adjusted for the period that You could not exhibit.

Our liability shall in no case exceed £10,000 any one **Period of Insurance**

23.2. Notifiable Diseases, Food and Drink Poisoning, Murder and Suicide and the like

The Insurance of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss directly resulting from interruption or interference with **Your Business** at the **Premises** caused by:

23.2.1. any **Occurrence** of a **Notifiable Disease** at the **Premises** or attributable to food or drink supplied from the **Premises**;

23.2.2. any discovery of an organism at the **Premises** likely to result in the **Occurrence** of a **Notifiable Disease**;

23.2.3. any **Occurrence** of a **Notifiable Disease** within a radius of 5 miles of the **Premises** that has an effect on **Your Business** that can be measured in fiscal terms:

23.2.4. any **Occurrence** of murder or suicide at the **Premises**;

23.2.5. the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;

23.2.6. any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority.

Provided that Our liability under this Clause shall not exceed in total the Sum Insured under the applicable Cover and the Indemnity Period as stated below.

For the purpose of this clause 23.2., the Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the incident beginning:

- a. in the case of 23.2.1. and 23.2.2. above, with the Occurrence or discovery of the incident;
- b. in the case of 23.2.3. and 23.2.4. above, with the date from which the restrictions on the Premises are applied, and ending not later than 3 months thereafter.

23.2.7. Exclusions to this Clause

We shall not be liable:

- 23.2.7.1. for any costs incurred in the cleaning, repair, replacement, recall or checking of property except as agreed by Us in writing;
- 23.2.7.2. for loss arising at those Premises which are not directly affected by the incident.

23.2.8. Enhancement to this Clause

The cover under this Clause extends to include the costs and expenses necessarily incurred with Our consent in:

- 23.2.8.1 cleaning and decontamination of the Property Insured used by You for the purpose of the Business except for Stock;
- 23.2.8.2 removal and disposal of contaminated Stock on or from the Premises, use of which has been restricted on the order or advice of the competent local authority solely in consequence of the incident as defined above, provided that Our liability shall not exceed £5,000 in any one Period of Insurance after the application of all the other terms and conditions of this Clause.

23.3. Prevention of Access (including actions of Security Forces)

The Insurance of Estimated Gross Profit or Estimated Gross Revenue (whichever is applicable) is extended to include any loss caused by an Insured Peril under Material Damage resulting in interruption to, or interference with Your Business at the Premises, as a consequence of Damage to surrounding areas and/or to property in the vicinity, within a 5 mile radius of Your Premises, which shall prevent or hinder Your use thereof or access thereto whether Your Premises or Property Insured is damaged or not. This Clause shall include any loss resulting from any action taken by the military, police or other similar security authorities preventing or hindering the use of or access to Your Premises for reasons of security, whether hoax or not.

We shall not be liable for:

- 23.3.1. any loss in respect of the first 4 hours of any such interruption or interference, increasing to the first 24 hours in respect of action taken by military, police or other similar security forces;
- 23.3.2. any loss arising from **Damage** to the property of any supply undertaking providing **Your Business** with electricity, steam, water, gas, refrigeration, telecommunications and internet or any other service;
- 23.3.3. any loss greater than 10% of the **Sum Insured** or £25,000 whichever is the lesser amount of the applicable cover, as stated in the **Schedule**.

23.4. Public Utilities

The Insurance of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss caused by an Insured Peril under Material **Damage** resulting in interruption to, or interference with **Your Business** at the **Premises**, as a consequence of **Damage** to property of land based off-**Premises** utilities including sewer treatment facilities and power stations, substations, transformer or switching or pumping stations, off-**Premises** poles, towers, sewer lines and transmission or distribution lines, providing **Your Business** with electricity, steam, water, gas, refrigeration, telecommunications and internet or any otherservice.

We shall not be liable for:

- 23.4.1. any cessation of supply due to the deliberate act of the service provider or their **Employees**,
- 23.4.2. any loss arising in the first 24 hours of any such interruption or interference provided that any intermittent interruption over a single 24 hour period shall be considered to be a single loss event,
 - 23.4.2.1. any loss greater than 10% of the **Sum Insured** or £25,000 whichever is the lesser amount of the applicable cover, as stated in the **Schedule**.

23.5. Unspecified Suppliers and/or Customers' Premises

The Insurance of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss caused by an Insured Peril under Material **Damage** resulting in interruption to, or interference with **Your Business** as a consequence of **Damage** to property:

- 23.5.1. at **Your** suppliers' and/or Customers' business premises anywhere in the United Kingdom; or
- 23.5.2. which prevents the movement of goods, to or from **Your** suppliers' or Customers' premises, anywhere in the United Kingdom,

shall be deemed to be loss resulting from **Damage** to the **Property Insured** used by **You** at the **Premises**; provided that **We** shall not be liable for more than 20% of the **Sum Insured** of the applicable cover, as stated in the **Schedule**, for any one claim.

The term supplier as used in this clause shall exclude any entity that provides **You** with electricity, steam, telecommunications and internet, water and/or sewerage treatment,

gas or refrigeration.

Loss of Rent Payable

In the event of **Damage** to any **Buildings**, which are leased by or rented to **You** at the **Premises**, as stated in the **Schedule**, directly caused by the Insured Perils covered under Material **Damage**, interrupting or interfering with the **Business**, **We** will indemnify **You** for the amount of **Rent Payable** to the Lessor, up to the **Sum Insured** as stated in the **Schedule**, as follows:

- 24.1. if as a result of **Damage**, the **Buildings** becomes wholly untenable or unusable and the lease or rental agreement requires continuation of the **Rent**, **We** shall indemnify **You** for the actual **Rent Payable** for the unexpired term of the lease or until such time that the **Buildings** are repaired to a condition that they are fit for habitation; or
- 24.2. if as a result of **Damage**, the **Buildings** becomes partially untenable or unusable and the lease or rental agreement requires continuation of the rent, **We** shall indemnify **You** for the proportion of the rent applicable thereto; or

if as a result of **Damage**, the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, **We** shall indemnify **You** for the **Excess** rent paid for the same or similar replacement property over actual **Rent Payable** plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of the **Your** lease for the first three months following the **Damage**.

Exclusions to this Clause **We** shall not be liable:

- 24.2.1 for **You** exercising an option to cancel the lease;
- 24.2.2 any act or omission of **Yours** which constitutes a default under the lease.

Book Debts

In the event of **Damage** to **Your** books of accounts, **Business** books or records, directly caused by the Insured Perils covered under Cover 1. Material **Damage**, interrupting or interfering with the **Business**, **We** will pay to **You** the amount of the loss in respect of the untraceable or unestablishable **Outstanding Debit Balances** being:

- 25.1 the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof;
- 25.2 the additional outlay incurred with **Our** written consent in tracing and establishing Customers debit balances after the **Damage**,

Provided that:

- 25.3 **Our** liability shall in no case exceed the total **Sum Insured**, stated on the **Schedule**;
- 25.4 if the **Sum Insured** by this Item be less than the **Outstanding Debit Balances**, the amount payable shall be proportionately reduced;
- 25.5 the burden of proving that any **Outstanding Debit Balances** are untraceable or unestablishable in the event of **Damage** shall be upon **You**.

Conditions

Your compliance and continued observance of the under-noted are conditions precedent to Our liability to make any payment under this Insurance:

26.1. Monthly Records

You shall undertake at the end of each month to record the total amount of debit balances outstanding under Your Customers' Accounts at that date and these records must be kept safely in a fire-resisting Safe(s) or cabinet(s) when not in use.

Extensions

Automatic Reinstatement of the Sum Insured following Damage

27.1. In the event of a loss under this Cover the Sum Insured will be automatically reinstated from the date of the loss unless You have written to Us or We have written to You, to the contrary. In accordance with the automatic reinstatement of the Sum Insured You will undertake to pay the necessary Premium as We may require for such reinstatement from that date.

Money

In the event of **Damage** to **Money** at the **Premises** or within the **Territorial Limits**, stated in the **Schedule**, directly caused by accidental **Damage** from any cause, other than those as defined in the Exclusions as stated below, **We** will indemnify **You** for such **Damage** provided that **Our** liability under this Insurance, shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

Exclusions

We shall not be liable for:

28.1. **Damage** arising from:

- 28.1.1 fraud or dishonesty of any of **Your** director, **Employee**, official or partner unless discovered within seven working days of the **Occurrence**, subject to **Our** liability not exceeding £2,500 in respect of each and every claim;
- 28.1.2 theft or any attempt thereat from any unattended vehicle;
- 28.1.3 theft or any attempt thereat from any unlocked **Safe** or **Strongroom** whilst the **Premises** are unattended;
- 28.1.4 the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;
- 28.1.5 the dishonest manipulation of any database;
- 28.1.6 errors, omissions, depreciation, loss of market or consequential loss of any kind.

28.2. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

Conditions

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this Insurance.

29.1 Keys and Codes Precautions

You shall undertake to remove all keys and duplicate keys and combination codes of any **Safe** and **Strongroom** from the **Premises** whenever the **Premises** are closed or left unattended.

29.2 Money in Transit Precautions

If **You** or any of **Your Employees** carry **Money**, and the cover is granted under this Insurance, **You** shall undertake to:

- 29.2.1 use able bodied adults between the ages of 18 and 65, whom **You** have carefully selected and authorised to carry the **Money**;
- 29.2.2 limit the amount of **Money** (other than non-negotiable currency) that each able adult shall carry in accordance with the under-noted:
 - a. Up to £3,500 1 able bodied adult;
 - b. between £3,501 to £7,000 2 able bodied adults;
 - c. between £7,001 to £10,000 3 able bodied adults;
- 29.2.3 **Money** carryings over £10,000 by a specialist Security Carrier accredited by The British Security Industry Association (BSIA);
- 29.2.4 vary the times of the **Transits**, the routes and conveyances as much as possible.

29.3 Protections Precautions

You shall undertake to maintain all protections provided for the security of the **Money** in good order throughout the **Period of Insurance** and that they are in full effective operation at all appropriate times.

29.4 Money Record Precautions

You shall undertake to maintain a complete record of all **Money** and other non-negotiable currency whilst in **Transit** and whilst on the **Premises** and this record shall be kept in a secure place other than in any **Safe** or **Strongroom** where the **Money** is kept.

Extensions

30.1. Automatic Reinstatement of the **Sum Insured** following **Damage**

In the event of **Damage** to **Money** under this Cover the **Sum Insured** will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

30.2. Additional Damage Cover

We will also cover **You** against:

- 30.2.1 **Damage** to any **Safe** or **Strongroom**, cash registers or franking machines on the **Premises** containing insured **Money** resulting from theft or any attempt thereat but not exceeding the cost of repair or replacement;
- 30.2.2 **Damage** to **Your** clothing or **Personal Effects** or of any director, principal or **Employee** resulting from theft or any attempt thereat of the insured **Money**, up to £500 any one person;
- 30.2.3 **Damage** to any case bag or waistcoat used for the carrying of the insured **Money** resulting from theft or any attempt thereat of the insured **Money**, up to £500 any one **Occurrence**.

Supplementary Clauses

The following supplementary clauses are only applicable to this Insurance if the Clause number has been entered in the [Schedule](#)

31.1. Personal Accident following Assault

In the event of **Bodily Injury** to an **Insured Person** directly caused by violence occurring during theft or attempted theft of **Money**, **We** will pay to **You** the Benefits as stated in the schedule of benefits below:

Provided always that in respect of any one **Insured Person**:

- 31.1.1 compensation shall not be payable under more than one of the Items of the schedule of benefits in respect of the consequences of one event, and
- 31.1.2 no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amounts so paid shall be deducted from any lump sum becoming claimable in respect of the same event,
- 31.1.3 the total sum payable under this Clause in respect of any one or more events to an **Insured Person** shall not exceed the largest **Sum Insured** under any one of the items contained in the schedule of benefits.

31.2. Schedule of Benefits

Item	Description	Capital Sum Insured per Insured Person
31.2.1	Death, or Permanent total loss of sight of one or both eyes, or loss of one or more limbs, or other Permanent Total Disablement ;	£10,000
31.2.2.	Temporary Total Disablement (but not exceeding the weekly wage) so long as such disablement continues, but not exceeding altogether 104 consecutive weeks for any single disablement.	£100 per week

31.3. Exclusion

We shall not be liable in respect of any death or disablement attributable to or accelerated by any pre-existing physical or mental condition or pregnancy.

Condition to Supplementary Clause

Your compliance and continued observance of the under-noted are conditions precedent to Our liability to make any payment under this Insurance.

32.1. Claims Procedure

You must notify Us immediately:

- 32.1.1 of any event which causes or may cause Bodily Injury within the meaning of this Supplementary Clause;
- 32.1.2 in the event of the death of the Insured Person.

32.2. Medical Examination Procedures

In the event of a claim arising from the cover under this Supplementary Clause the Insured Person must:

- 32.2.1 as early as possible place themselves under the care of a duly qualified medical practitioner (not being family of an Insured Person);
- 32.2.2 at their own expense provide all certificates information and evidence required by Us and submit themselves to medical examinations at their own expense as often as We deem necessary in respect of any alleged Bodily Injury.

We shall at Our expense be entitled to have a post mortem examination carried out in the event of the death of an Insured Person.

Glass

In the event of **Damage** to Glass belonging to **You** or for which **You** are responsible at the **Premises** stated in the **Schedule** during the **Period of Insurance**, subject to the exclusions as stated below. It should be noted that cover is automatically provided under Material **Damage** if **Buildings** cover has been selected in the **Schedule**.

We will indemnify **You** for such **Damage** including the actual cost of replacing and fixing the Glass in its frame or in its normal location, with Glass of a similar type and quality to the Glass that is broken, provided that **Our** liability under this Insurance, shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

In the Event of **Damage** to Glass, **We** will:

- 33.1. Replace the broken Glass in compliance with the requirement of the European Standards Association and any Statutory Authority; or
- 33.2. Pay the cost of replacement of such Glass.

Exclusions

We shall not be liable for **Damage** to:

- 34.1. Internal or external Glass not shown in the **Schedule**;
- 34.2. Property during installation or removal of Glass;
- 34.3. Glass that is **Stock**; and
- 34.4. Glass that is only scratched, chipped or discoloured;
- 34.5. Glass where a **Premises** becomes unattended and remains so for any period of more than 30 consecutive days, unless **Our** written agreement to continue the cover has been obtained;
- 34.6. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

Extensions

If Glass shown in the **Schedule** is accidentally broken during the **Period of Insurance** then **We** will pay the costs that are necessarily incurred by **You** to:

- 35.1. Effect temporary repairs, install shuttering and employ watchmen or guards;
- 35.2. Repair or replace:
 - 35.2.1 frames, sign-writing, alarm tapes, coatings; or
 - 35.2.2 fittings or **Stock**, that are damaged as a result of Glass breakage;
- 35.3. Remove and refit fixtures and tiles to allow the repair or replacement of broken Glass; and
- 35.4. Arrange after hours services, express delivery and labour at overtime rates;
- 35.5. Repair or replace **Stock** that is damaged by such broken Glass;
- 35.6. Comply with current building regulations that relate to the Glass that is broken.

With the exception of 35.6. the total of all payments under this extension is limited to £1,500 during the **Period of Insurance**.

Supplementary Clause

The following supplementary clause is only applicable to this Insurance if the Clause number has been entered in the [Schedule](#):

36.1. Advertising (or identification) Signs

If Advertising Signs are shown in the [Schedule](#) then **We** will pay up to £2,000 for accidental Loss or [Damage](#) of identification or advertising signs.

Fidelity

In the event of **Damage** to **Money** or goods belonging to **You** or for which **You** are responsible at the **Premises** or within the **Territorial Limits** stated in the **Schedule** during the **Period of Insurance**, directly caused by any act of **Employee Theft**, subject to the exclusions as stated below, **We** will indemnify **You** for such **Damage** provided that **Our** liability under this Insurance, shall not exceed the Sum(s) Insured stated in the **Schedule**.

Exclusions

We shall not be liable for:

- 37.1. any acts committed prior to the inception date of this **Period of Insurance** with **Us**;
- 37.2. losses not discovered and reported to **Us** within 24 months of:
 - 37.2.1 the death, retirement, resignation or dismissal of an offending **Employee**;
 - 37.2.2 the date of termination or expiration of this Insurance;
- 37.3. loss of interest or consequential loss of any kind;
- 37.4. any subsequent acts of **Employee Theft** by the **Employee** who has committed the original act of **Employee Theft** immediately following **Your** discovery of the act;
- 37.5. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

Conditions

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this Insurance:

38.1. Business Mergers and Consolidations

If **Your Business** is merged or amalgamated with some other concern, or if the **Business** of some other concern shall be consolidated with **Your Business**, **You** shall undertake to give written notice to **Us** and pay the necessary **Premium** as **We** may require for such merger or consolidation.

38.2. Discovery and Claims Procedures

You shall undertake to:

- 38.2.1 give written notice to **Us** immediately upon the discovery of any act or acts of **Employee Theft** or of reasonable cause for suspicion of such act or of any want of integrity on the part of any **Employee**, whether giving rise to a claim under this Insurance or not;
- 38.2.2 give all necessary information and assistance in the event of any act or acts of **Employee Theft** giving rise to a claim under this Insurance, enabling **Us** to sue for and obtain reimbursement by the defaulting **Employee** or their Estate of any moneys paid or payable by **Us**.

Extensions

39.1. Auditors Fees

This Insurance extends to cover auditors fees incurred with **Our** written consent in substantiating the amount of the claim under this cover.

39.2. Reasonable cost for rewriting software programmes

This Insurance extends to cover the reasonable costs of re-writing or amending the software programmes or security code systems following the fraudulent use of the computer hardware or software programmes or computer systems the subject of a Fidelity claim which liability has been admitted by **Us**.

Frozen Food Stock

In the event of **Damage** to any **Frozen Food Stock** whilst contained in refrigerating unit(s) at the **Premises**, directly caused by deterioration or putrefaction arising from:

- 40.1. the rise or fall in temperatures as a result of:
 - 40.1.1 the breakdown or failure of the refrigerating unit(s) by its own inherent fault or accidental means causing the sudden stoppage of the refrigeration process;
 - 40.1.2 the non-operation of the thermostatic or automatic controlling devices forming part of the refrigerating unit(s);
 - 40.1.3 the accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority;
 - 40.1.4 accidental leakage of refrigerant or refrigerant fumes from the refrigerating unit(s).

We will pay to **You** the value of the **Frozen Food Stock** at the time of its **Damage**, subject to the exclusions detailed below, provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

Exclusions

We shall not be liable for:

- 41.1. any failure of the public supply services which does not exceed thirty consecutive minutes;
- 41.2. failure of the public supply services due to any deliberate act of a public electricity supply authority, or the restriction in supply caused by strikes or industrial disputes, or the electricity supplier exercising its authority to withhold or ration the supply;
- 41.3. Wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit(s) or incorrect setting of thermostats and automatic controls;
- 41.4. **Damage** arising from the use of a refrigerating unit(s) over 5 years old at the inception of this Insurance unless **You** have entered into a maintenance agreement with manufacturer, supplier or an authorised firm of refrigeration engineers;
- 41.5. any consequential loss;
- 41.6. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

Conditions

Your compliance and continued observance of the under-noted is a condition precedent to **Our** liability to make any payment under this Insurance:

42.1. Maintenance

You shall undertake to:

- 42.1.1 have in force a planned maintenance programme for the servicing of the refrigerating unit(s) at regular intervals by the manufacturer or a competent refrigeration engineer and a proper record of the programme is kept; and
- 42.1.2 notify **Us** of any defect and take action to remedy such defect.

Loss of Licence

In the event of the licence for the retail sale of excisable liquors and/or the provision of entertainment at the **Premises** being forfeited or suspended under the provision of the legislation governing such licences or refused renewal by the appropriate licensing authority at the time of its renewal due to causes beyond **Your** control, **We** will indemnify **You** for:

- 43.1. depreciation in value of **Your** interest in the **Premises**;
- 43.2. 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 the forfeiture of, or suspension of, or refusal to renew, the license(s) and **You** sell the **Premises**;
- 43.3. legal costs and expenses incurred by **You** with **Our** written consent in connection with any appeal against the forfeiture of, or suspension of, or refusal to renew, the license(s);
- 43.4. auditors' or accountants' fees and charges reasonably incurred for producing and certifying details of a claim under this Cover.

Provided that **Our** liability under this Insurance, shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

Exclusions

We shall not be liable for:

- 44.1. the forfeiture of, or suspension of, or refusal to renew the license(s) directly or indirectly caused by:
 - 44.1.1 any town or country planning improvements or redevelopment, compulsory purchase of the **Premises**;
 - 44.1.2 any alteration in the licensing laws;
 - 44.1.3 **Your** misconduct or procurement or connivance or neglect or omission to take any step necessary for keeping the license(s) in force unless **You** can prove to **Our** reasonable satisfaction that such matter was beyond **Your** power or control;
 - 44.1.4 seepage and/or pollution and/or contamination unless it is discovered during the **Period of Insurance** and is the direct cause of a loss hereunder;
 - 44.1.5 the **Premises** not being maintained in a good state of sanitary condition or repair;
 - 44.1.6 the **Premises** being closed for any period not required by the law unless **You** can prove to **Our** reasonable satisfaction that such matter was beyond **Your** power or control;
 - 44.1.7 any alterations **You** have made to the **Premises** which required the consent of the licensing or local authority and which have been undertaken without their appropriate consent;
 - 44.1.8 **Your** financial failure, default, insolvency, liquidation;
 - 44.1.9 the possession, use, supply or sale of illicit drugs by any persons on the **Premises** or in its environs;
 - 44.1.10 any legislation or Byelaw where **You** are entitled to obtain compensation.
- 44.2. undeclared costs and expenses which have not been declared to and agreed by **Us**;
- 44.3. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

Conditions

Your compliance and continued observance of the under-noted are conditions precedent to Our liability to make any payment under this Insurance;

You shall undertake to:

make all necessary arrangements for the successful fulfilment of the Business in a prudent and timely manner and do all things necessary to avoid or diminish a loss under this Cover;

- 45.1. ensure all necessary documents including licences, visas and permits are obtained and are current for the Period of Insurance and that all contractual arrangements have been confirmed in writing by You;
- 45.2. in the event of the death of Your directors or partners, Your bankruptcy or Your incapacity or Your desertion of the Premises or conviction for any offence (where such convictions affects the character or reputation of the convicted person) of the tenant manager occupier or licence holder, You shall where practicable and at Our request procure a suitable person as a replacement and to whom the justices will transfer the Licence(s) or grant the licence(s) by way of renewal;
- 45.3. give Us notice in writing immediately on becoming aware of any:
complaint against the Premises or the control thereof;
 - 45.3.1 proceedings against or conviction of the licence holder manager or occupier of the Premises for any breach of licensing law or any matters whereby the character or reputation of the person concerned is affected or called into question;
 - 45.3.2 transfer or proposed transfer of the Licence(s);
 - 45.3.3 alteration in the purpose for which the Premises are used;
 - 45.3.4 objection to renewal or other circumstances which may endanger the Licence(s) or renewal thereof;
 - 45.3.5 application for revocation of the Licence(s),

and supply such additional information and give such assistance as We may reasonably require.

General Exclusions

We shall not be liable for:

46.1. Acquisition of Companies

- 46.1.1 any company or other legal entity acquired during the **Period of Insurance**; or
- 46.1.2 any property associated with such company or any other legal entity or **Business** undertaking or operation. Unless advised to **Us** and agreed by **Us** in writing with any additional **Premium** that **We** may require being paid by **You**.

46.2. Civil Commotion in Northern Ireland

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from Civil Commotion occurring within the Provinces of Northern Ireland.

46.3. Date Recognition

Damage or cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- 46.3.1 the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any **Information Technology**, hardware, programme or software and/or any microchip, integrated circuit or similar device in the **Information Technology** or non-computer equipment, whether **Your** property or not; or
- 46.3.2 any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such **Information Technology**, hardware, **Proprietary Software Programs** programme or software and/or any microchip, integrated circuit or similar device in the **Information Technology** or **Your** Property or not, non-computer equipment, whether **Your** Property or not.

This Exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Damage** or cost, claim or expense.

46.4. Fraud

Damage resulting from fraud forgery or deception or involving Theft or any attempt thereat, which any director partner or **Employee** or any member of the **Your** family is involved as principal or accessory unless the incident is the subject of the Insurance under Fidelity.

46.5. Influenza and Foot and Mouth Disease

Damage to the **Property Insured** or consequential loss at the **Premises** directly or indirectly caused by or contributed to, by, or arising from:

- 46.5.1 Influenza or any mutant variation thereof;

- 46.5.2 Foot and Mouth Disease or any mutant version thereof;
- 46.5.3 the actual or perceived fear or threat of Influenza or Foot and Mouth Disease;
- 46.5.4 any action taken in containing, controlling or preventing the outbreak of Influenza or Foot and Mouth Disease.

46.6. Pollution

Damage to the **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from the discharge dispersal release or escape of **Pollutants** except where the **Damage** to the **Property Insured** is caused by:

- 46.6.1 the discharge dispersal release or escape of **Pollutants** is the direct result of the operation of an Insured Peril;
- 46.6.2 an Insured Peril which is the direct result of the discharge dispersal release or escape of **Pollutants**.

46.7. Radioactive Contaminations

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from:

- 46.7.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 46.7.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

46.8. Sonic Bangs

Damage to the **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

46.9. Terrorism

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by, or arising from **Terrorism** (including, without limitation, contemporaneous or ensuing loss caused by fire and/or looting and/or theft).

In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of proving that such claims does not fall within the **Terrorism** exclusion set out above shall be upon **You**.

46.10. War and Associated Risks

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by, or arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

General Conditions

The following General Conditions apply to all the Covers unless stated otherwise.

47.1. Alteration

This Insurance shall be voided, (unless notified to Us and agreed by Us in writing) if:

- 47.1.1 any alteration be made either in the Business or in the Premises or Property Insured therein or in any other circumstances whereby the risk of Damage is increased;
- 47.1.2 Your interest ceases except by death, operation of law or will;
- 47.1.3 the Business be wound up or carried on by a liquidator or receiver or permanently discontinued.

47.2. Precautions

You shall take all reasonable precautions:

- 47.2.1 for the Safety of the Property Insured;
- 47.2.2 in checking the credentials of the Employees You engage;
- 47.2.3 in complying with all regulatory and other statutory obligations imposed by any authority;
- 47.2.4 to prevent or diminish any Damage which may give rise to a claim under this Insurance.

47.3. Underinsurance (Average)

Each Sum Insured under the Covers (unless indicated or stated otherwise) is subject to Average whereby if the Property Insured by this Insurance shall at the commencement of any Damage be collectively of greater value than such Sum Insured then You shall be considered as being Your own insurers for the difference and shall bear a rateable share of the loss accordingly.

47.4. Risk Improvements

You shall ensure that any risk improvements deemed as requirements by Us following a survey or surveys of the risk shall be complied with and implemented within the time specified by Us. We reserve the right to review all the terms and conditions of the Insurance following the survey(s).

47.5. The Schedule and the Insurance Covers

The Schedule (which shall include any subsequent Renewal Schedule) and the Covers shall be deemed to be incorporated in and form part of this Insurance and the expression "this Insurance" wherever used in this Contract shall be read as including the said Schedule and the Covers.

Claims Condition

48.1. If an event giving rise to a claim under this Insurance occurs, **Your** responsibilities following a Claim are to:

- 48.1.1 notify the police within 24 hours of the discovery of any incident arising from malicious persons, theft or attempted theft, and **Damage to Money** by any cause;
- 48.1.2 notify **Us** immediately and submit full written details no later than 7 days after the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers;
- 48.1.3 notify **Us** within 30 days of any other incident occurring (or such further time as **We** may allow in writing) and provide **Us** with written details;
- 48.1.4 provide **Us** with all proofs and information in relation to a claim that they may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters;
- 48.1.5 take immediate action to minimise any further **Damage to the Property Insured** and to avoid the interruption or interference with the **Business**;
- 48.1.6 make no admission offer promise payment or indemnity without **Our** written consent;
- 48.1.7 pass every letter claim writ summons and process to **Us** immediately upon receipt.

No claim under this Insurance shall be payable unless the terms of this condition have been complied with.

48.2. If an event giving rise to a claim under this Insurance occurs please provide details by contacting the Claims Department at:

Sportscover Europe Limited
6th Floor, 141-142 Fenchurch Street, London
EC3M
Telephone: +44 (0)20 7283 8444
Fax: +44 (0)20 7444 1789
Email: europe.claims@sportscover.com

48.3. **Our** responsibilities following a Claim

- 48.3.1 **We** shall have sole control of all claims procedures and settlements;
- 48.3.2 On the happening of an event which gives rise to a claim under this Insurance **We** and any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this Insurance enter take or keep possession of the **Premises** where the event occurred and take possession of or require to be delivered to them any **Property Insured** and deal with such property for all reasonable purposes and in any manner;
- 48.3.3 If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this Insurance shall be forfeited;
- 48.3.4 No property may be abandoned to **Us** whether taken possession of by **Us** or not.