

Fast Food & Restaurant – Comparison Document

Policy Wording

Section/Title (Policy Wording)	Previous Version	New Version
Order of Policy & Layout	1) Guide 2) Index 3) Authorised Certificate 4) Obligations 5) Claims & Remedy Condition 6) Sections of Cover; i. Cover & Basis of Settlement ii. Conditions iii. Exclusions iv. Definitions v. Extensions 7) General Exclusions 8) General Certificate Conditions 9) Certificate Definitions 10) Complaints Procedure	1) Guide 2) Authorised Policy 3) Index 4) Policy Definitions 5) Sections of Cover; i. Definitions ii. Cover iii. Extensions iv. Exclusions v. Basis of Settlement vi. Conditions 6) General Exclusions 7) General Policy Conditions 8) General Claims Conditions 9) Complaints Procedure
Policy Title	Fast Food & Restaurant Certificate Wording	Fast Food & Restaurant Policy Wording
Throughout	Certificate	Policy
Throughout	Defined Peril	Insured Event
Guide	<p style="text-align: center;">Previous version included ‘obligations’.</p> <p>There are certain obligations contained in this certificate that are important to us and that We rely upon You to comply with. The obligations clearly set out what You must do and what You must not do to ensure coverage under this certificate is not prejudiced.</p> <p>You should note that if You do not comply with the obligations, in certain circumstances specific coverage will be excluded or the certificate may be considered void.</p> <p>If You are unsure as to what an obligation means or You may not be able to comply with the terms You should consult with Your insurance advisor.</p> <p>The Certificate defines what is covered under separate sections A-H. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.</p> <p>Exclusions applying to the whole Certificate are contained within General Exclusions section and We</p>	<p style="text-align: center;">Obligations replaced by ‘general conditions and exclusions’.</p> <p>In deciding to accept this insurance and in setting the terms, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.</p> <p>This Policy sets out all the circumstances in which You can make a claim. It is not a maintenance contract and does not protect against every loss.</p> <p>There are General Policy and General claims conditions contained in this Policy and conditions specific to certain sections (additional requirements may be imposed by Endorsement) that are all important to Us and which We rely upon You to comply with.</p> <p>The conditions clearly set out what You must do to ensure cover under this Policy is not prejudiced. In the event You breach a condition(s) and You need to make a claim You will need to show that non - compliance with the condition could not have increased the risk of Damage which has occurred.</p>

	<p>will not pay a claim if these exclusions are applicable.</p> <p>The General Certificate conditions sets out certain rights of You and Us and include clauses that apply to the whole of the Certificate.</p> <p>The Certificate Definitions provide the meaning to words and phrases wherever they appear in the Certificate. You will see words in bold which means that wherever they appear in this Certificate they are a definition.</p> <p>The Schedule attaching to this Certificate will set out the period of this insurance and specify which Sections of this Certificate are operative including the Sums Insured.</p> <p>The Schedule may also contain clauses additional to the Certificate wording that Underwriters have imposed placing additional obligations on You and/or limiting coverage. The terms of those clauses will be attached to the Certificate in the form of an endorsement.</p> <p>In the unlikely event You feel that You need to make a complaint concerning this insurance You will find this in our complaints procedure section.</p> <p style="text-align: center;">Reading the Certificate</p> <p>It is strongly recommended that YOU read the Certificate including the Certificate Schedule and any endorsements to ensure that the Certificate meets with your requirements.</p> <p>In the event that the Certificate does not meet with your requirements and/or that YOU are unable to comply with any of the obligations, terms and conditions YOU should immediately advise your insurance advisor. The Underwriters will then decide whether or not to agree to a variation of the Certificate. However, the terms of the Certificate will remain effective unless Underwriters have agreed to a variation in writing.</p>	<p>If You are unsure as to what a condition means or if You are unable to comply with the terms You should consult with Your insurance advisor.</p> <p>The Policy Definitions section provides the meaning to words and phrases wherever they appear in the Policy. You will see words in bold which highlights that for the purposes of this Policy they are a definition.</p> <p>The Policy defines what is covered under separate sections A-H. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section. Exclusions applying to the whole Policy are contained within General Exclusions and We will not pay a claim if these exclusions are applicable.</p> <p>The General Policy conditions section covers certain rights of You and Us and include conditions that apply to the whole of the Policy. The General Claims conditions section covers certain rights of You and Us in the event of a claim and details what to do in the event of a claim under this Policy.</p> <p>The Schedule attaching to this Policy will set out the Period of Insurance and specify which Sections of this Policy are operative including the Sums Insured.</p> <p>The Schedule may also contain additional conditions to the Policy wording that We have imposed placing additional conditions on You and/or limiting coverage. The terms of those conditions will be attached to the Policy in the form of an Endorsement.</p> <p>In the unlikely event You feel that You need to make a complaint concerning this insurance You will find this in Our complaints procedure section.</p> <p style="text-align: center;">Reading the Policy</p> <p>It is strongly recommended that You read the Policy including the Policy Schedule and any Endorsements to ensure that the Policy meets with your requirements. This Policy is a legally binding contract which You have made with the Underwriters.</p>
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<p>Authorised Policy</p>	<p>This Certificate and any replacement Schedule and/or endorsement are to be read together as one document.</p> <p>This Certificate is a legally binding contract which You have made with Underwriters.</p> <p>In consideration of the payment by You of the premium specified in the Schedule Underwriters agree (subject to the terms, conditions and exclusions of the Certificate) to indemnify You against Damage, accident or injury occurring during the Period of Insurance.</p> <p>Provided always that:-</p> <p>(i) The liability of the Underwriters shall not exceed the Sums Insured or limits of liability stated in the Schedule or such other Sums Insured or limits of liability as maybe substituted by endorsement or attached hereto;</p> <p>(ii) This Certificate insures You only in respect of the sections where a Sum Insured or a limit of liability is specified in the Schedule</p> <p>Any dispute arising out of or in connection with this Certificate shall be subject to and construed solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Certificate shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.</p> <p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 -</p>	<p>Authorised Policy</p> <p>In consideration of the payment by You of the premium specified in the Schedule Underwriters agree (subject to the terms, conditions and exclusions of the Policy) to indemnify You against Damage, accident or injury occurring during the Period of Insurance.</p> <p>Provided always that: -</p> <p>(i) The liability of the Underwriters will not exceed the Sums Insured or Limits of Indemnity stated in the Schedule or such other Sums Insured or Limits of Indemnity as maybe substituted by Endorsement attached to the Policy;</p> <p>(ii) This Policy insures You only in respect of the sections where a Sum Insured or a Limit of Indemnity is specified in the Schedule</p> <p>Any dispute arising out of or in connection with this Policy will be subject to and interpreted solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Policy will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause (as documented in the Policy Conditions section within this Policy).</p> <p>This Policy is underwritten by AXIS Managing Agency Ltd. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's.</p>

	<p>AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion for sections A-I.</p> <p>Authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0181717 - Argo Direct Limited 35% for their proportion, AIG Europe Limited 35% for their proportion and Covéa Insurance plc 30% for their proportion for sections J,K & L.</p>	<p>AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).</p> <p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0231418 by AXIS Managing Agency Limited.</p>
FSCS	<p>Financial Services Compensation Scheme</p> <p>Insurers are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk</p>	<p>Financial Services Compensation Scheme (FSCS)</p> <p>Certain Underwriters at Lloyd's (AXIS Managing Agency Limited – Syndicate 1686 and 2007) are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that AXIS Managing Agency Limited cannot meet its obligations to You under this insurance. Further details about the scheme can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk</p>
Several Liability Notice	<p>Several Liability Notice</p> <p>The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.</p>	Removed
Policy Definitions – Consequential Loss	n/a	<p>New Definition: Consequential Loss</p> <p>Any loss which happens as a result of, or is a side effect of, an event for which You are insured.</p>
Policy Definitions – Endorsement	n/a	<p>New Definition: Endorsement(s)</p> <p>A change in the terms and conditions of this insurance agreed by You and Us. Endorsements which apply to Your insurance (if any) will be shown in the Schedule.</p>
Policy Definitions – Excess	n/a	<p>New Definition: Excess</p>

		The amount You will have to pay towards each separate claim.
Policy Definitions – Heave	n/a	New Definition: Heave Upward movement of the ground beneath the Buildings as a result of the soil expanding.
Policy Definitions – Insured Event	n/a	New Definition: Insured Event The words Insured Event mean: <ul style="list-style-type: none"> a) fire, but excluding any Damage to the Property Insured caused by: <ul style="list-style-type: none"> i) explosion resulting from fire ii) earthquake or subterranean fire iii) its own spontaneous fermentation or heating iv) its undergoing any heating process or any process involving the application of heat <ul style="list-style-type: none"> b) lightning c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control d) aircraft or other aerial devices or articles dropped from them e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage: <ul style="list-style-type: none"> i. arising from confiscation, requisition or destruction by order of the government or any public authority ii. arising from cessation of work <ul style="list-style-type: none"> f) theft or attempted theft g) earthquake h) storm or flood excluding: <ul style="list-style-type: none"> i. Damage attributable solely to a change in the water table level i) overflowing, discharge or leaking of any sprinkler apparatus j) escape of water or oil from any tank, apparatus or pipe k) impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches and falling aerials l) Subsidence – (This operates only if stated in the Schedule) –

		<p>Damage caused by Subsidence or Heave of the site the Buildings stand on or Landslip subject to the following exclusions:</p> <ol style="list-style-type: none"> 1) Damage caused by or resulting from the Settlement or movement of made up ground or coastal or river or watercourse erosion 2) Damage caused by faulty design, workmanship or material 3) Damage caused by demolition of or alterations or repairs to the Buildings 4) Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Buildings are Damaged at the same time and by the same cause 5) Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Buildings were Damaged at the same time and by the same cause 6) Damage which originated prior to the Inception of this cover <p>We will not pay for normal Settlement or bedding down of new structures</p> <p>m) Accidental Damage - (This operates only if stated in the Schedule) – Accidental Damage to the Buildings or Contents subject to the following exclusions:</p> <ol style="list-style-type: none"> 1) We will not pay for faulty or defective design materials or workmanship, inherent vice, gradual deterioration wear tear or frost 2) We will not pay for explosion occasioned by the bursting of a boiler (not 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 3) We will not pay for Damage caused by collapse or cracking of the Buildings 4) We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour,
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Policy Definitions – Offshore	n/a	New Definition: Offshore

Change of Underwriter Document – Fast Food & Restaurant

		From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.
Policy Definitions – Policy	n/a	<p>New Definition:</p> <p>Policy</p> <p>The entirety of the Policy, the Schedule and/or any Endorsements or amendments (whether or not such Endorsements or amendments are agreed prior to the Policy of insurance coming into force or at any time thereafter).</p> <p>All references to the terms, conditions and exclusions of the Policy will be considered as referring to the entire Policy.</p>
Policy Definitions – Schedule	n/a	<p>New Definition:</p> <p>Schedule(s)</p> <p>The document showing Your name, the Premises, the Sums Insured, the Period of Insurance and the sections of this insurance which apply.</p>
Policy Definitions – Settlement	n/a	<p>New Definition:</p> <p>Settlement</p> <p>Downward movement as a result of the ground being compressed by the weight of the Buildings within 10 years of construction.</p>
Policy Definitions – Subsidence	n/a	<p>New Definition:</p> <p>Subsidence</p> <p>Downward movement of the ground beneath the Buildings where the movement is unconnected with the weight of the building.</p>
Policy Definitions – Territorial Limits	n/a	<p>New Definition:</p> <p>Territorial Limits</p> <p>United Kingdom, the Channel Islands or the Isle of Man</p>
Policy Definitions – Unoccupied	n/a	<p>New Definition:</p> <p>Unoccupied</p> <p>When the Premises (or any part of the Premises) are closed for trade for a period in excess of fourteen consecutive days</p>
Policy Definitions – Bodily Injury	Bodily Injury means death, illness, disease or injury	<p>Bodily Injury</p> <p>a. Accidental Death, illness, disease or injury</p>

		<ul style="list-style-type: none"> b. Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution c. Mental injury, mental anguish or shock but not defamation
Policy Definitions – Business	Business shall mean the business stated in the Schedule .	<p>Business The business stated in the Schedule including</p> <ul style="list-style-type: none"> a. The provision and management of canteens, clubs, sports, athletic and social welfare organisations of the benefit of Your Employees b. The ownership, repair, maintenance and decoration of Your Premises and the provision and management of first aid and ambulance services c. Private work carried out by an Employee of Yours (with the consent of You for any director, partner or official of Yours)
Policy Definitions – Damage	Damage(d) means accidental physical loss, damage or destruction.	<p>Damage(d) Accidental physical loss or destruction of or damage to the Property Insured.</p>
Policy Definitions – Employee	<p>Employee shall mean:</p> <ul style="list-style-type: none"> a. any person under a contract of service or apprenticeship with the Insured b. any labour master or labour only subcontractor or person supplied or employed by them <ul style="list-style-type: none"> i) any self-employed person ii) any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured iii) any student or person undertaking work for the Insured under a work experience or similar scheme while engaged in the course of the Business. 	<p>Employee</p> <ul style="list-style-type: none"> a. any person under a contract of service or apprenticeship with You b. any labour master or labour only subcontractor or person supplied or employed by them undertaking work for You in the course of the Business c. any self-employed person undertaking work for You in the course of the Business d. any person hired or borrowed by You from another employer under an agreement by which the person is considered to be employed by You e. any student or person undertaking work for You under a work experience scheme while in the course of the Business f. any voluntary helper undertaking work for You in the course of the Business
Policy Definitions – Premises	Premises means the Building or Buildings and any Outbuildings occupied by the Insured in connection with the Business including walls, gates and fences at the Premises specified in the Schedule to each Section.	<p>Premises The insured address(es) specified in the Schedule relating to the Business</p>
Policy Definitions – Property Insured	Property Insured means Buildings, Trade Contents and Stock	Property Insured

		Buildings, Trade Contents and Stock if and to the extent they are included in the Schedule .
Policy Definitions – Stock	<p>Stock means Your stock in trade or for which You are responsible excluding:</p> <ul style="list-style-type: none"> a) motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps b) medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule c) cash registers caused directly by theft or attempted theft of money d) paintings prints and works of art with an individual value exceeding £500 	<p>Stock</p> <p>Your stock in trade or for which You are responsible excluding:</p> <ul style="list-style-type: none"> a) motor vehicles their contents or accessories, bonds, bills of exchange, deeds, promissory notes, cheques, securities, money and stamps b) medals, coins, furs, gold and silver articles, precious metals, precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule c) paintings, prints and works of art with an individual value exceeding £500 (removed item c))
Policy Definitions – We/Us/Our/Underwriters	<p>We/Us/Our/Underwriters means Sections A-I ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd' s; Sections J - L - Identity of insurers: Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. AIG Europe Limited. Registered in England and Wales: No. 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. Covéa Insurance plc. Registered in England and Wales: No.613259. Registered office: Norman Place, Reading, RG1 8DA Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. AIG Europe Limited and Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p>	<p>We/Us/Our/Underwriters AXIS Managing Agency Limited (AXIS Syndicate 1686 and 2007 at Lloyd's)</p>
Policy Definitions – Defined Peril	<p>Defined Peril The words Defined Peril mean:</p>	Removed and replaced by Insured Event

	<p>a) fire, but excluding any Damage to the Property Insured caused by:</p> <ul style="list-style-type: none"> i) explosion resulting from fire ii) earthquake or subterranean fire <ul style="list-style-type: none"> iii) its own spontaneous fermentation or heating iv) its undergoing any heating process or any process involving the application of heat b) lightning c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control d) aircraft or other aerial devices or articles dropped from them e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage: <ul style="list-style-type: none"> i. arising from confiscation, requisition or destruction by order of the government or any public authority ii. arising from cessation of work f) theft or attempted theft g) earthquake h) storm excluding: <ul style="list-style-type: none"> i. Damage by flood whether resulting from storm or otherwise ii. Damage attributable solely to a change in the water table level <ul style="list-style-type: none"> i) flood excluding Damage attributable solely to a change in the water table level j) overflowing, discharge or leaking of any sprinkler apparatus k) escape of water or oil from any tank, apparatus or pipe l) impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches and falling aerials m) Subsidence – (This operates only if stated in the Schedule) – Damage caused by Subsidence or Heave of the site the Buildings stand on or Landslip subject to the following exclusions: 	
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	<ol style="list-style-type: none"> 1) Damage caused by or resulting from the Settlement or movement of made up ground or coastal or river or watercourse erosion 2) Damage caused by faulty design, workmanship or material 3) Damage caused by demolition of or alterations or repairs to the Buildings 4) Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Buildings are Damaged at the same time and by the same cause 5) Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Buildings were Damaged at the same time and by the same cause 6) Damage which originated prior to the Inception of this cover 7) We will not pay for normal Settlement or bedding down of new structures <ol style="list-style-type: none"> n) Accidental Damage - (This operates only if stated in the Schedule) – Accidental Damage to the Buildings or Contents subject to the following exclusions: <ol style="list-style-type: none"> 1) We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost 2) We will not pay for explosion occasioned by the bursting of a boiler (not 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 3) We will not pay for Damage caused by collapse or cracking of the Buildings 4) We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss 	
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	<p>of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching</p> <p>5) We will not pay for acts of fraud or dishonesty</p> <p>6) We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information</p> <p>7) We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers</p> <p>8) We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment</p> <p>9) We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Buildings are Unoccupied</p> <p>10) We will not pay for normal Settlement or bedding down of new structures</p> <p>11) We will not pay for Damage to property as a result of its undergoing any process</p> <p>12) We will not pay for Damage to property in transit</p> <p>13) We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft</p> <p>14) We will not pay for property or structures in the course of construction or erection</p> <p>15) We will not pay for any Damage specifically excluded elsewhere under the Contents Section or elsewhere in this Certificate</p> <p>16) We will not pay for Damage caused by tearing or fouling or chewing by animals</p> <p>17) We will not pay for Loss or Damage to the interior of any Building or to the Contents, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Building, first sustains storm Damage to its roof</p>	
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	<p>through which the rain, snow, sand or dust enters</p> <p>18) We will not pay for the cost of general maintenance or upkeep</p>	
Policy Definitions – Proposal	Proposal means any information or declaration provided by You or on Your behalf in connection with this insurance.	Removed
Section A – Material Damage – Definitions – Removal of Debris	<p>Removal of Debris means following an Insured Event costs and expenses necessarily incurred by You with the consent of the Underwriters in;</p> <p>a) removing debris</p> <p>b) dismantling and/or demolishing</p> <p>c) shoring up or propping of the portions of the Buildings</p> <p>d) clearing drains sewers and gutters at the Premises</p> <p>The Underwriters will not pay for any costs or expenses;</p> <p>a) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site</p> <p>b) arising from pollution or contamination of property not insured by this Section</p>	<p>Removal of Debris</p> <p>Costs and expenses necessarily incurred by You with the consent of the Underwriters in;</p> <p>a) removing debris</p> <p>b) dismantling and/or demolishing</p> <p>c) shoring up or propping of the portions of the Buildings</p> <p>d) clearing drains, sewers and gutters at the Premises</p> <p>following an Insured Event which results in a valid claim under this Policy.</p> <p>The Underwriters will not pay for any costs or expenses;</p> <p>a) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site</p> <p>b) arising from pollution or contamination of property not insured by this Section</p>
Section A – Material Damage – Cover	<p>Cover</p> <p>Underwriters agree that if during the Period of Insurance, an item of Property Insured at the Premises sustains Damage due to a Defined Peril, then following an Insured Event under this Section Underwriters will pay You:-</p> <p>(i) The Cost of Reinstatement of the Buildings provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.</p> <p>(ii) The replacement cost of the damaged Contents as new up to the inner limits within the Sum Insured specified in the Schedule, provided that the Sum Insured is at least equal to the cost of replacing all the</p>	<p>Cover</p> <p>Underwriters agree that if during the Period of Insurance, an item of Property Insured at the Premises sustains Damage due to an Insured Event, then following a valid claim under this Policy Underwriters will pay You: -</p> <p>(i) The Cost of Reinstatement of the Buildings provided that reinstatement or replacement takes place in accordance with the “Reinstatement Conditions” as detailed within this Policy section.</p> <p>(ii) where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason the “Alternative Basis of Settlement Condition” as detailed within this Policy section will apply.</p> <p>(iii) Trade Contents-</p> <p>a) the cost of replacing the item as new, or</p> <p>b) pay the cost of repairing any item.</p>

	<p>Contents, or at Underwriters option pay the costs of repairing any item. If the Contents suffer Damage and the Sum Insured is not equal to the cost of replacing all the Contents as new, then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the loss accordingly.</p> <p>(iii) The replacement cost of the damaged Stock up to the Sum Insured specified in the Schedule, provided that the Sum Insured is at least equal to the cost of replacing all the Stock. If the Stock suffers Damage and the Sum Insured is not equal to the cost of replacing all of the Stock then You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the loss accordingly.</p>	<p>(iv) Stock - the cost price of the goods to You provided that the Sum Insured is at least equal to replacing all items under this Section, otherwise You will be considered as being Your own Insurer for the difference and will bear a rateable share of the Loss accordingly.</p>
Section A – Material Damage – Exclusions	<p>d. Damage to any Property Insured directly or indirectly caused or contributed from:</p> <p>i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from Damage not otherwise excluded</p>	<p>d. Damage to any Property Insured directly or indirectly caused or contributed by:</p> <p>a. moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice (a quality in property that causes it to damage or destroy itself), unless resulting from Damage not otherwise excluded (removed latent defect)</p>
Section A – Material Damage – Exclusions	<p>ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from Damage not otherwise excluded</p>	<p>b. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from Damage not otherwise excluded (removed marring)</p>
Section A – Material Damage – Conditions – Transfer of Interest	n/a	<p>New Condition: Transfer of interest If You sell the Premises, from the date You exchange contracts, We will give the buyer the benefit of Section A - Buildings until completion of the sale, as long as this is within the Period of Insurance. We will not pay for any claim to the Buildings if the buyer is insured under any other insurance.</p>
Section A – Material Damage – Conditions – Average	<p>Average Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely; If at the time of</p>	<p>Average Each item insured under this Condition is declared to be separately subject to the following Condition of Average;</p>

	<p>repair or rebuilding or replacement the Cost of Reinstatement which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the Sum Insured thereon at the commencement of any Damage to such property then You shall be considered as being Your own insurer for the difference between the Sum Insured and the sum representing the Cost of Reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly. The Excess shall not be reduced in the event that the Average clause applies to Your claim.</p> <p>If the Alternative Basis of Settlement Condition is applied this Average clause is amended to:</p> <p>The Sum Insured by each item is separately declared to be subject to Average.</p> <p>In the event that the Sum Insured for any such item shall, at the commencement of Damage, be less than the value of the property covered, then the amount payable by Underwriters shall be proportionately reduced.</p>	<p>If at the time of any Damage the Cost of Reinstatement of the whole of the Buildings, in a new condition similar in size, shape and form, is more than the Sum Insured, We will pay only for the loss in the same proportion. For example, if Your Sum Insured only covers two-thirds of the cost of rebuilding the Buildings, We will only pay two-thirds of the claim.</p> <p>The Excess will not be reduced in the event that the Average clause applies to Your claim.</p> <p>If the “Alternative Basis of Settlement Condition” is applied this Average clause is amended to:</p> <p>The Sum Insured by each item is separately declared to be subject to Average.</p>
<p>Section A – Material Damage – Conditions – Other Insurance</p>	<p>Other Insurance</p> <p>If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the property Damaged the liability of the Underwriters shall be limited to its rateable proportion of such Damage less an adjustment for average (underinsurance) if applicable.</p>	<p>Moved from General Certificate Conditions</p> <p>Other Insurances</p> <p>If at the time of Damage resulting in a loss under this Section, there is any other insurance effected by or on Your behalf covering such loss or any part of it the liability of the Underwriters will be limited to its rateable proportion of such loss.</p>
<p>Section B – Loss of Profits – Definitions – Loss of Net Revenue</p>	<p>n/a</p>	<p>New Definition:</p> <p>Loss of Net Revenue</p> <p>The shortage in the Net Revenue during the Indemnity Period compared with the corresponding period in the twelve months immediately before the date of the Damage to which such adjustments will be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting it either before</p>

		or after the Damage or which would have affected it had the Damage not occurred so that the figures adjusted will represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the Indemnity Period after the Damage .
Section D – Money – Definitions – Business Hours	n/a	New Definition: Business Hours the usual hours of Your Business and all hours during which You or Your directors, partners or Employees entrusted with Money are on the Premises for the purpose of Your Business
Section D – Money – Definitions – Money	n/a	New Definition: Money Current coinage, bank and currency notes, uncrossed cheques, giro cheques, bankers’ drafts, uncrossed postal and money orders, unexpired units in franking machines, unused postage and National Insurance stamps, business travel tickets, luncheon vouchers, trading stamps, holiday with pay stamps, gift vouchers and bills of exchange.
Section D – Money – Definitions – Non Negotiable Items	n/a	New Definition: Non Negotiable Items Money consisting of crossed cheques, crossed national giro payment orders, crossed bankers’ drafts, VAT purchase invoices, crossed postal orders, crossed money orders, national savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units.
Section D – Money – Cover	Underwriters agree to indemnify You for amounts not exceeding the Sum Insured stated against each item(s) in the Schedule against; a) Damage to Money items from any cause whilst:	Underwriters agree to indemnify You for amounts not exceeding the Sum Insured stated against each item(s) in the Schedule against; a) Damage to Money items from an Insured Event which results in a valid claim under this Policy whilst: (Remainder of the cover text remains as per Previous wording)
Section D – Money – Conditions	GBP 2,500 – GBP 5,000 2 able bodied and responsible Insured Persons GBP 5,001 – GBP 7,500 3 able bodied and responsible Insured Persons	GBP 2,500 – GBP 5,000 2 able bodied and responsible Employees or You GBP 5,001 – GBP 7,500 3 able bodied and responsible Employees or You GBP 7,501 – GBP 10,000 4 able bodied and responsible Employees or You

	GBP 7,500 – GBP 10,000 4 able bodied and responsible Insured Persons	
Section D – Money – Assault – Definitions – Compensation	n/a	New Definition: Compensation The amount payable under the appropriate item specified in the Schedule .
Section D – Money – Assault – Definitions – Injury	n/a	New Definition: Injury Bodily injury and death.
Section D – Money – Assault – Definitions – Permanent Total Disablement	n/a	New Definition: Permanent Total Disablement Any director, partner, principal or Employee of the Business being totally disabled solely and directly caused by Injury (not resulting in Loss of Limb(s) or Loss of Sight) and prevented from attending to their usual business or occupation with proof satisfactory to the Underwriters that such disablement has continued for one year from the date of the occurrence of Injury and will in all probability continue for the remainder of the insured person's life.
Section D – Money – Assault – Definitions – Pre-Existing	n/a	New Definition: Pre-Existing Any condition, whether diagnosed or not, for which You or the Employee has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this contract of insurance or for which they have been treated at any time during the 5 years prior to the inception or date of addition of this contract of insurance (inception relates to the start date shown in the current Schedule).
Section D – Money – Assault – Definitions – Temporary Total Disablement	n/a	New Definition: Temporary Total Disablement Any director, partner, principal or Employee of the Business being totally disabled resulting solely and directly from Injury within 12 calendar months of such Injury and prevented from attending to their usual business or occupation for a period not exceeding 104 weeks.
Section D – Money – Assault – Definitions – Loss of Sight	n/a	New Definition: Loss of Sight Total and irrecoverable loss of sight in one or both eyes.

<p>Section D – Money – Assault – Definitions – Loss of Limb</p>	<p>n/a</p>	<p>New Definition: Loss of Limb Physical severance or the total or permanent loss of use of one or both arms, hands, legs or feet resulting solely and directly from Injury within 12 calendar months of such Injury.</p>
<p>Section D – Money – Assault – Definitions – Medical Expenses</p>	<p>n/a</p>	<p>New Definition: Medical Expenses Medical, hospital, surgical, manipulative, therapeutic and x-ray fees and nursing treatment, emergency dental and emergency optical charges incurred as a direct result of Injury. This will include the costs of medical supplies and ambulance hire.</p>
<p>Section D – Money – Assault – Exclusions</p>	<p>n/a</p>	<p>New Exclusion: iii) The Compensation payable in respect of Temporary Total Disablement shall not exceed the Insured Person's weekly remuneration from You.</p>
<p>Section F – All Risks to Business Equipment - Exclusions</p>	<p>Specific Exclusions This Section does not cover i) The first £250 each and every loss or as stated in the Schedule</p>	<p>Exclusions applying to this Section (In addition the General Exclusions also apply to this Section) We will not pay You for: i) The Excess stated in the Schedule</p>
<p>Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability – Cover</p>	<p>Liabilities Sections J, K, and L The Underwriters hereby agree subject to the terms, exceptions, conditions, endorsements and Limits of Indemnity of this Insurance to indemnify the Insured against 1. All sums which the insured shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of Bodily Injury or loss of or damage to Property as defined in any Section to which this Insurance applies and which arises in connection with the Business. 2. All costs and expenses incurred with the written consent of the Underwriters in respect of any claim against the Insured which may be subject of indemnity under this Insurance 3. The payment of the solicitor's fees incurred with the Underwriters written consent for representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry in respect of</p>	<p>Cover Underwriters will indemnify You in respect of all sums which You become legally liable to pay as compensation arising out of events occurring during the Period of Insurance in the course of the Business within the Territorial Limits. Section J - Employers' Liability Bodily Injury caused to an Employee. Section K - Public Liability Accidental Bodily Injury to any person or accidental Damage to Property or obstruction, trespass or nuisance. Section L - Products Liability Accidental Bodily Injury to any person or accidental Damage to Property occurring anywhere in the world caused by any Product Supplied.</p>

	<p>any death proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property which may be the subject of indemnity under this Insurance.</p> <p>Section J - Employers' Liability Scope of Cover</p> <p>Bodily Injury sustained by any employee of the Insured arising out of and in the course of his employment or engagement by the Insured and caused during the Period of Insurance:-</p> <p>a. in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries</p> <p>b. whilst temporarily outside the countries named in (a) provided that any such Employee is</p> <p>i) ordinarily resident in any of the aforesaid countries</p> <p>ii) engaged in non-manual work</p> <p>Section K - Public Liability Scope of Cover</p> <p>i) Accidental Bodily Injury to any person</p> <p>ii) Accidental loss of or damage to Property happening anywhere within the Geographical Limits during the Period of Insurance.</p> <p>Section L - Products Liability Scope of Cover</p> <p>a) accidental Bodily Injury to any person</p> <p>b) accidental loss of or damage to Property happening anywhere in the World during the Period of Insurance and caused by any Goods</p>	
<p>Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability – Extensions</p>	<p>Liability Sections J, K, AND L - General Extensions</p> <p>Contractual Liability and Indemnity to Principal</p> <p>The Underwriters will subject otherwise to the terms exceptions</p>	<p><u>Extensions applying to these Sections</u></p> <p>These Sections are extended to include:</p> <p>i. Defective Premises Act 1972 - liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises</p>

	<p>conditions and endorsements of this Insurance indemnify the Insured under Section J and K against liability in respect of Bodily injury or loss of or damage to Property as follows</p> <p>To the extent that any contract or agreement entered into by the Insured with any Principal so requires the Underwriters will</p> <ol style="list-style-type: none"> a. indemnify the Insured against liability assumed by the Insured b. indemnify the Principal in like manner to the Insured in respect of the liability of the Principal arising out of the performance by the Insured of such contract or agreement. <p>Provided that:</p> <ol style="list-style-type: none"> i) the conduct and control of claims is vested in the Underwriters ii) the Principal shall observe fulfil and be subject to the terms and conditions and endorsements of this Insurance so far as they can apply iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause iv) the indemnity granted under Section J shall only apply in respect of liability to any person who is an Employee of the Insured <p>Where any indemnity is provided to any Principal the Underwriters will treat each Principal and the Insured as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.</p> <p>(Section K – Public Liability only)</p> <p>Cross Liabilities</p> <p>If the Insured named in the Schedule comprises more than one party the Underwriters will subject to the terms exceptions conditions and endorsements of this Insurance treat each party as though a separate Insurance had been issued to each of</p>	<p>(Northern Ireland) Order 1975 in respect of the disposal of any Premises which were occupied or owned by You in connection with the Business. Provided that the Underwriters will not be liable for the cost of remedying any defect or alleged defect in such Premises.</p> <ol style="list-style-type: none"> ii. Leased or Rented Premises - Exclusion 4. b) will not apply to Damage to Premises leased or rented to You. Provided that the Underwriters will not indemnify You against: <ol style="list-style-type: none"> a. Contractual Liability b. the first £250 of Damage caused otherwise than by fire or explosion. iii. Motor Contingent Liability - notwithstanding Exclusion 2. c) the Underwriters will indemnify You within the terms of this Section in respect of liability for Bodily Injury or Damage to property caused by or through or in connection with any motor vehicle or attaching trailer (not belonging to or provided by You) being used in the course of the Business. Provided that the Underwriters will not be liable for: <ol style="list-style-type: none"> a. Damage to any such vehicle or trailer b. any claim arising whilst the vehicle or trailer is: <ol style="list-style-type: none"> i) engaged in racing, pace-making, reliability trials, or speed testing ii) being driven by You iii) being driven with the general consent of You or their representative by any person who to the knowledge of You or other such representatives does not hold a licence to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence iv) used elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. iv. Costs - the Underwriters will in addition to the indemnity granted by each Event pay:
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	<p>them provided that nothing in this Extension shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.</p>	<ul style="list-style-type: none"> a. for all costs and expenses recoverable by any claimant from You b. the solicitors' fees incurred for the representation of You at: <ul style="list-style-type: none"> i) any coroner's inquest or fatal accident inquiry ii) proceedings in any Court arising out of any alleged breach of a statutory duty resulting in Bodily Injury or Damage to Property c. all costs and expenses incurred with the written consent of the Underwriters in respect of a claim against You to which the indemnity expressed in this Policy applies. v. Indemnity to Other Persons - the Underwriters will indemnify the following as if a separate Policy had been issued to each: <ul style="list-style-type: none"> a. in the event of Your death the personal representatives of You in respect of liability incurred by You <ul style="list-style-type: none"> b. at the request of You: <ul style="list-style-type: none"> i) any officer or member of Your canteen, clubs, sports, athletic, social or welfare organisations and first aid, fire, security and ambulance services in their respective capacity as such ii) any director, partner or Employee while acting in connection with the Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You. Provided that: <ul style="list-style-type: none"> a. any persons specified above must as though they were the Insured be subject to the terms, Exclusions and conditions of this Policy in so far as they can apply b. nothing in this Extension will increase the liability of the Underwriters to pay any amount exceeding the Limit of Indemnity of the operative Event(s) regardless of the number of persons claiming to be indemnified. vi. Legal Defence - irrespective of whether any person has sustained Bodily Injury the Underwriters will
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		<p>at the request of You also pay the costs and expenses incurred in defending any director, manager, partner or Employee of You in the event of such a person being prosecuted for an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. The Underwriters will also pay the costs incurred with their written consent in appealing against any judgment given.</p> <p>Provided that:</p> <ul style="list-style-type: none"> a. the offence was committed during the Period of Insurance b. the indemnity granted under this Section does not: <ul style="list-style-type: none"> i) provide for the payment of fines or penalties ii) apply to prosecutions which arise out of any activity or risk excluded from this Policy iii) apply to prosecutions resulting from any deliberate act or omission iv) apply to prosecutions which relate to the health, safety or welfare of any Employee unless Event 1 is operative at the time when the offence was committed v) apply to prosecutions which relate to the health, safety or welfare of any person not being an Employee unless Event 2 is operative at the time when the offence was committed c. the director, manager, partner or Employee will be subject to the terms, Exclusions and conditions of this Policy so far as they can apply. vii. Cross Liabilities – If more than one of You is referred to in the Schedule, the Underwriters will indemnify each of You in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of compensation payable will not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.
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		<p>Provided that the Underwriters will not indemnify You against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Policy.</p> <p>viii. Non-Manual Work Overseas - The Underwriters will indemnify You in respect of the cover for Section J & Section K, in respect of compensation, costs and expenses, where Your directors, partners or Employees who are ordinarily resident in the Territorial Limits are on temporary non-manual visits for the purposes of the Business anywhere in the world.</p> <p>Provided that the Underwriters will not be liable to indemnify You in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation.</p>
<p>Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability – Exclusions</p>	<p>(Section J – Employers Liability only):</p> <p>Section J - Specific Exclusion</p> <p>Terrorism</p> <p>The liability under this Section for damages, costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of Terrorism shall not exceed £5,000,000.</p> <p>Definition</p> <p>Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which</p> <ul style="list-style-type: none"> • is designed to, or does • Intimidate or influence a de jure or de facto government or the public or a section of the public, or • disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives. <p>Family Exception</p>	<p><u>Exclusions applying to this section (In addition the General Exclusions also apply to this Section)</u></p> <p>Exclusions applying to Section J – Employers Liability only</p> <p>The Underwriters will not indemnify You in respect of liability:</p> <ol style="list-style-type: none"> 1. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to You by any such insurance or security. 2. for Bodily injury sustained by any Employee closely related to You. For the purposes of this exception closely related will mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister. <p>This exception will not apply where the Business is incorporated as a limited company.</p> <p>Exclusions applying to Section K – Public Liability only</p> <p>The Underwriters will not indemnify You against liability:</p>

	<p>The Underwriters shall not indemnify the Insured under this Section against the liability for Bodily Injury sustained by any Employee Closely Related to the Insured.</p> <p>For the purposes of this exception Closely Related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.</p> <p>This exception will not apply where the business is incorporated as a limited company.</p> <p>(Section K – Public Liability only):</p> <p>Mould, Mildew, Fungus, Spores or other micro-organism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health</p> <p>This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property' (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns</p> <p>Section K - Specific Exclusion The Underwriters shall not indemnify the Insured under this Section against liability</p> <p>a. for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than</p> <p>i) Employees' or Visitors' Property ii) any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the</p>	<ol style="list-style-type: none"> 1. for Contractual Liability unless the sole conduct and control of claims is vested in the Underwriters, but We will not in any event indemnify You in respect of liquidated Damages or liability under any penalty clause 2. arising out of the ownership, possession or use by or on behalf of You of any: <ol style="list-style-type: none"> a) aircraft, aero spatial device or hovercraft b) watercraft c) mechanically propelled vehicle licensed for road use other than liability caused by or arising out of the loading or unloading of such vehicles, but this indemnity will not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle 3. arising from any Product Supplied after it has ceased to be in the possession of You or any Employee other than food or drink for consumption on Your Premises 4. in respect of Damage to Property: <ol style="list-style-type: none"> a. belonging to You b. in the custody or under the control of You or any Employee (other than Property belonging to visitors, directors, partners or Employees of You) 5. the first £250 of Damage to Property other than for Damage to Premises leased or rented by You. <p>Exclusions applying to Section L – Products Liability only</p> <p>The Underwriters will not indemnify You against liability:</p> <ol style="list-style-type: none"> 1. for Contractual Liability other than liability arising out of a condition or warranty of goods implied by law 2. in respect of Damage to or the cost or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any Product Supplied arising from: <ol style="list-style-type: none"> a. a defect in or the harmful nature of such product
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	<p>purpose of carrying out work in or to such premises</p> <p>b. arising from the ownership possession or use under the control of the Insured or any Employee of the Insured of</p> <p>i) any mechanically propelled vehicle but this exception shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other Certificate of indemnity or insurance</p> <p>ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)</p> <p>c. caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink supplied primarily for the use of Employees or for entertainment purposes</p> <p>d. arising from professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged</p> <p>(Section L – Products Liability only):</p> <p>Section L - Specific Exception The Underwriters shall not indemnify the Insured under this Section against liability</p> <p>a. Caused by or in connection with any Goods to the knowledge of the Insured manufactured sold supplied erected repaired altered treated transported serviced or installed by the Insured in or for delivery or use in the United States of America or Canada</p> <p>b. caused by any Goods in the custody or control of the Insured.</p> <p>(Sections K – Public Liability & L – Products Liability):</p>	<p>b. an error or fault in connection with the sale, supply or presentation of such product</p> <p>3. arising from any Product Supplied whilst in the possession of You or any Employee in the course of their employment by You</p> <p>4. arising from any Product Supplied which to the knowledge of You is for use in or on any aircraft missile or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort</p> <p>5. arising from any action brought against You in any country not being a member of the European Community where You have a branch, parent or subsidiary company</p> <p>6. arising from any Product Supplied, which to the knowledge of You is for use in or supply to the United States of America or Canada.</p> <p>7. for Bodily Injury sustained by You or any person Closely Related to You.</p> <p>For the purposes of this exception closely related will mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, brother, sister, half- brother or half-sister.</p> <p>Exclusions applying to Section K – Public Liability and Section L – Products Liability only The Underwriters will not indemnify You in respect of:</p> <p>1. Bodily Injury to any Employee arising out of and in the course of their employment by You</p> <p>2. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged</p> <p>3. arising out of Pollution of the atmosphere or of any water, land, Buildings or other tangible Property except to the extent that such Pollution;</p>
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	<p>Sections K & L - Exclusions Terrorism The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.</p> <p>Definition Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation (s) or government (s) - which</p> <ul style="list-style-type: none"> • is designed to, or does • intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and <p>from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.</p> <p>(Section L – Products Liability only):</p> <p>Family Exception The Underwriters shall not indemnify the Insured under this Section against liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured. For the purposes of this exception closely related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, brother, sister, half- brother or half-sister.</p> <p>Fungus, Mould and Mildew The Underwriters shall not indemnify the Insured under this Section against:</p> <ol style="list-style-type: none"> 1. Damages direct or consequential on account of "bodily injury" "property damage" "personal or advertising injury" or "medical payments" arising out of resulting from caused by contributed to or in any way related 	<ol style="list-style-type: none"> a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance b. was not the direct result of You failing to take reasonable precautions to prevent such Pollution <p>Provided always that all such Pollution which arises out of one incident will be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay Damages (including claimants' costs, fees and expenses) under this clause will not exceed the Limit of indemnity stated in the Schedule in total in respect of the Period of Insurance.</p> <ol style="list-style-type: none"> 4. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health. 5. Directly or indirectly resulting from, or in consequence of any travel package arrangement. <p>Exclusions applying to Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability The Underwriters will not indemnify You in respect of:</p> <ol style="list-style-type: none"> 1. liability arising out of work undertaken or operations Offshore. 2. arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is considered to be required in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in which case a sub-limit of Indemnity of £5,000,000 will apply.
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	<p>to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or</p> <p>2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or</p> <p>3. Any obligation or duty to defend any actions on account of "bodily injury " "property damage" "personal or advertising injury " or "medical payments" arising out of resulting from or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.</p> <p>Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.</p> <p>For the purpose of this exclusion "bodily injury" shall include mental anguish mental injury and or emotional distress.</p> <p>All other terms and conditions of this Insurance remain unchanged.</p> <p>Component Building Material Exception</p> <p>The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health</p> <p>Asbestos Conditions</p> <p>Underwriters will not indemnify the insured in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal</p>	
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	<p>sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.</p> <p>(All Liability Sections):</p> <p>Liability Sections J, K, and L - General Exceptions</p> <p>1. No indemnity shall be given 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 world to enforce such judgement award or settlement either in whole or part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.</p> <p>2. The Underwriters shall not indemnify the Insured under this Insurance against any liability which is assumed by the Insured by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.</p> <p>3. The Underwriters shall not indemnify the Insured under this Insurance against any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from</p> <p>i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly of nuclear component thereof</p> <p>but as far as concerns Bodily injury to any Employee which arises out of and in the course of his employment or</p>	
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	<p>engagement by the Insured this exception shall apply only in respect of</p> <ul style="list-style-type: none"> i) liability of any Principal ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement <p>4. The Underwriters shall not indemnify the Insured under this Insurance against liability for:</p> <ul style="list-style-type: none"> i) punitive or exemplary damages ii) multiplied damages <p>5. The Underwriters shall not indemnify the Insured under Section K or L of this Insurance against liability</p> <ul style="list-style-type: none"> i) in respect of Bodily injury sustained by an Employee which arises out of and in the course of his employment or engagement by the Insured ii) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power iii) in respect of loss of or damage to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of the Goods iv) in respect of loss of or damages arising from the failure of Goods to perform their intended function v) in respect of Bodily injury or loss of or damage arising from Goods used with the Insured' s knowledge in connection with aircraft, watercraft or offshore structure. <p>6. The Underwriters shall not indemnify the Insured under Sections K or L of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific</p>	
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	<p>moment in time and place during the Period of Insurance</p>	
<p>Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability – Conditions</p>	<p>(Section J – Employers’ Liability only):</p> <p style="text-align: center;">Asbestos Condition</p> <p>The Underwriter’s liability under this section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos shall not exceed £5,000,000. It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.</p> <p style="text-align: center;">(All Liability Sections):</p> <p>Liability Sections J, K AND L - Specific Conditions</p> <p>1. The Insured shall</p> <p>a. give immediate notice to the Underwriters of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Insurance</p> <p>b. advise the Underwriters in writing immediately the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith</p> <p>2. The Insured shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their</p>	<p><u>Conditions applicable to these Sections</u></p> <p>a. Limit of Liability</p> <p>i. Section J - Employers' Liability - The Limit of Indemnity stated in the Schedule in respect of Compensation costs and expenses.</p> <p>ii. Section K - Public Liability - The Limit of Indemnity stated in the Schedule in respect of any one accident or series of accidents arising out of any one event.</p> <p>iii. Section L - Products Liability - The Limit of Indemnity stated in the Schedule in the aggregate during any one Period of Insurance.</p> <p>b. Maximum Payments - The Underwriters may at any time at their sole discretion pay to You the Limit of Liability (less any sum or sums already paid in respect of or in lieu of compensation) or any lesser sum for which the claim or claims against You can be settled and the Underwriters will not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment.</p> <p>Provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability the Underwriters liability for costs and expenses will not exceed an amount being in the same proportion as the Underwriters’ payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims.</p> <p>c. Contribution - If at the time of any event to which Sections J, K & L applies there is or but for the existence of this Policy there would be any other insurance covering the same liability the Underwriters will not be liable under this Policy except in respect of any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.</p> <p>d. Disputes - Any dispute concerning the interpretation of the terms of</p>

	<p>own expense and for their benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of Underwriters.</p> <p>3. The Underwriters may at any time at their sole discretion pay to the Insured the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Underwriters shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Underwriters liability for such costs and expenses shall not exceed an amount being in the same proportion as the Underwriters payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.</p> <p>4. The Insured shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the Business in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.</p> <p>5. If at the time of any claim there is or but for the existence of this Insurance would be any other Certificate of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim the Underwriters shall not be liable under this Insurance to indemnify the Insured in respect of such claim except beyond the amount which would be payable under such</p>	<p>Section K, J & L will be resolved in accordance with the jurisdiction of the territory in which this Policy is issued.</p> <p>e. Limitation - The Underwriters will not indemnify You for Damages costs and expenses payable in respect of any one claim against You or series of claims against You arising out of one event exceeding £5,000,000. This limitation will only apply in respect of any liability of any nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.</p> <p>For the purposes of this Condition e), "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of Property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.</p> <p>For the purposes of this Condition e), "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.</p>
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	<p>indemnity or insurance had this Insurance not been effected.</p> <p>6. This Insurance including the Schedule, Definitions, Sections, Extensions, Conditions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear.</p> <p>7. Where this insurance is arranged on an adjustable basis the Insured shall keep accurate records and make declarations to Underwriters in respect of the period of Insurance that the necessary adjustment of premium</p> <p>All remunerations paid to Employees and all payments made to self employed persons or employees or labour only subcontractors for whom liability is assumed or on such other adjustable basis as may be agreed the Insured shall allow Underwriters access to such records when requested to do so. Within one month of expiry of each Period of Insurance the Insured shall supply the Underwriters with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case maybe. Failure to supply such particulars shall entitle the Underwriter to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.</p> <p>8. The Underwriters may cancel this Insurance by sending 7 days notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to unexpired portion of the Period of Insurance.</p>	
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	<p>9. The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risk insured.</p> <p>10. The due observance of the terms provisions conditions and endorsements of this Insurance by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth if the statements and answers and information supplied or in connection with the said proposals shall be a condition precedent to any liability of the Underwriters to make any payment under this Insurance.</p> <p style="text-align: center;">Limit of Indemnity</p> <p>The liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the amount specified in the Schedule</p>	
Section J – Employer’s Liability – Cover – Rights of Recovery	<p style="text-align: center;">Rights of Recovery</p> <p>The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require but the Insured shall repay to all Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.</p>	Removed
Section K – Public Liability – Definitions – Geographical Limits	<p style="text-align: center;">Geographical Limits</p> <p>a. Great Britain and Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries or</p> <p>b. Elsewhere in the World arising out of temporary Business visits by Employees</p> <p style="padding-left: 20px;">i) ordinarily resident in any of the aforesaid countries</p> <p style="padding-left: 20px;">ii) engaged in non-manual work</p>	Removed and replaced by Territorial Limits

<p>Section J – Employers Liability, Section K – Public Liability and Section L – Products Liability – Definitions</p>	<p>Various</p>	<p>Definitions specific to this section are now contained with General Policy Definitions</p>
<p>General Exclusions – Asbestos</p>	<p>Asbestos Exclusion This Certificate does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.</p>	<p>Asbestos Exclusion This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. This exclusion does not apply to Section J – Employers Liability.</p>
<p>General Exclusions – Northern Ireland Overriding Exclusion</p>	<p>Northern Ireland Overriding Exclusion Notwithstanding anything within the Certificate or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Certificate does not cover loss or destruction of or Damage to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of; i) civil commotion ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association In any action suit or other proceedings where Underwriters allege that by reason of the provisions of this exclusion any loss, destruction or Damage or consequential loss is not covered by this Certificate the burden of proving that such loss is covered shall be upon You.</p>	<p>Removed</p>
<p>General Exclusions – Sanctions</p>	<p>n/a</p>	<p>New Exclusion: Sanctions Exclusion We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so</p>

		would breach any sanction, prohibition or restriction imposed by law or regulation.
General Policy Conditions – Roof Maintenance	n/a	<p>New Condition: Roof Maintenance You must ensure that:</p> <p>i) any flat roof portion of the Buildings over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and</p> <p>ii) at commencement and throughout the currency of Period of Insurance, You must have documentation evidencing that such inspections and repairs described above have taken place</p> <p>otherwise all Damage arising from or caused by the Insured Event of storm will be excluded in respect of or as a result of the flat roof at the Premises. This does not apply to concrete roofs.</p>
General Policy Conditions – Information You have given Us	n/a	<p>New Statement: Information You have given Us In deciding to accept this insurance 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.</p> <p>If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this insurance as if it never existed and decline all claims.</p> <p>If We establish that You carelessly provided Us with false or misleading information, it could adversely affect Your insurance and any claim. For example, We may:</p> <ul style="list-style-type: none"> • treat this insurance 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; or • 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; or

		<ul style="list-style-type: none"> • charge You more for Your insurance 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; or • cancel Your insurance in accordance with the “Cancellation” condition of this Policy. We or Your insurance advisor will write to You if We: • intend to treat this insurance as if it never existed; or • need to amend the terms of Your insurance; or <ul style="list-style-type: none"> • require You to pay more for Your insurance.
General Policy Conditions – Alteration in Risk	<p>Alteration in Risk</p> <p>You must immediately notify Underwriters if the risk has altered:</p> <p>a) by removal of any fire and security protections or building component designed to prevent Damage to the Property Insured, or</p> <p>b) whereby the risk of Damage accident or liability is increased ,or</p> <p>c) by the Business being wound up or carried on by a liquidator or receiver or permanently discontinued ,or</p> <p>d) whereby the Your interest ceases except by will or operation of law, or</p> <p>e) by a change in the type of business You operate, or the Buildings becoming Unoccupied otherwise the Certificate will be treated as cancelled and all cover will terminate unless You have notified Underwriters of any such alteration (s) and at their option they have agreed in writing to vary the Certificate.</p>	<p>Alteration in Risk</p> <p>You must notify Underwriters, via Your insurance advisor, without delay if the risk has altered:</p> <p>a) by removal of any fire and security protections or building component designed to prevent Damage to the Property Insured, or</p> <p>b) whereby the risk of Damage, accident or liability is increased, or</p> <p>c) by the Business being wound up or carried on by a liquidator or receiver or permanently discontinued, or</p> <p>d) whereby the Your interest ceases except by will or operation of law, or</p> <p>e) by a change in the type of business You operate, or the Buildings becoming Unoccupied otherwise Underwriters may refuse to pay Your claim(s) or provide indemnity under this Policy.</p>
General Policy Conditions – Portable Heating	<p>Portable Heating</p> <p>You must not provide, use or store on the Premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the Underwriters prior to such use or storage otherwise all Damage arising from or caused by defined perils of fire and explosion will be excluded.</p>	<p>Portable Heating</p> <p>You must not provide, use or store on the Premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the Underwriters otherwise all Damage arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this Policy.</p>
General Policy Conditions – Cancellation	<p>Cancellation</p>	<p>Cancellation</p>

	<p>We may cancel the Certificate by writing to You at Your last or known address confirming that all cover will end 14 days after the date of Our letter.</p> <p>You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the Certificate wording, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim on this Certificate, not to refund any premium.</p> <p>This Certificate may be cancelled at any time at the request of the Insured in writing to the Intermediary who effected the Certificate.</p> <p>A pro-rata return will be issued subject to a minimum time on risk charge of £100.00 + IPT + any administration fees that have been paid to us.</p>	<p>Your Cancellation Rights</p> <p>You may cancel this insurance within 14 days of the day You purchase this insurance or the day on which You receive the Policy wording, whichever is the later by contacting Commercial Express Quotes Limited via Your insurance advisor.</p> <p>You may also cancel this insurance at any other time by contacting Commercial Express Quotes Limited via Your insurance advisor.</p> <p>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.</p> <p>If You cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the Schedule, to cover the administrative cost of providing the insurance.</p> <p>If We pay any claim, in whole or in part, then no refund of premium will be allowed.</p> <p>Our Cancellation Rights</p> <p>We may cancel this insurance by giving You 30 days' notice in writing.</p> <p>We will only do this for a valid reason. Examples of valid reasons are as follows but these are not limited to:</p> <ol style="list-style-type: none"> i) non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance this has the same effect as if You have never had any cover or protection from this Policy. ii) a change in risk occurring which means that We can no longer provide You with insurance cover; iii) Your non-cooperation or failure to supply any information or documentation We request; iv) Your threatening or abusive behaviour or use of threatening or abusive language.
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		<p>If We decide to cancel this Policy Commercial Express Quotes Limited will advise You by sending a letter of cancellation to Your last known address. If this insurance is cancelled by Us 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.</p>
General Policy Conditions – E.U. Disclosure Clause	<p>E.U. Disclosure Clause The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.</p>	<p>E.U. Disclosure Clause The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusives jurisdiction of the courts in England and Wales.</p>
General Claims Conditions	<p>Claims - Your Duties In the event of any occurrence likely to give rise to a claim under this Certificate You must report it immediately to Underwriters and provide in writing full details within 30 days (within seven days if caused by riot or civil commotion) and at Your own expense You must adhere to the conditions below: i) in the event of Damage by malicious persons or theft notify the Police immediately and render all reasonable assistance in causing the discovery of any guilty person and in tracing and recovering the stolen property ii) take immediate action to minimise loss and avoid interruption or interference with the Business and to prevent further Bodily Injury or Damage iii) give all evidence information and assistance as the Insurers may require together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with such claim</p>	<p>General Claims Conditions These are the claims conditions of the insurance You will need to meet as Your part of the contract. If You do not, a claim may be rejected or payment could be reduced. In some circumstances Your claim might become invalid.</p> <p>Claims - Your Duties On the happening of any event which may give rise to a claim You must; a) General applicable to all Sections; i) notify the Underwriters’ Claims Representatives without delay, but in any event within 30 days by calling 01732 520288. ii) take all practicable steps to recover property lost and otherwise minimise the claim iii) inform the Police without delay if the Damage is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances iv) give all information and assistance the Underwriters may require in a timely manner. The Underwriters will only request information relevant to Your claim. b) Applicable to Section A – Material Damage;</p>

	<p>iv) forward to the Insurers immediately upon receipt every letter claim writ summons or legal process</p> <p>v) notify the Insurers immediately when You have knowledge of an impending prosecution coroner's inquest or fatal accident inquiry</p> <p>vi) No admission offer promise payment or indemnity shall be made or given by or on Your behalf without the written consent of Underwriters who shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any event insured by this Certificate and the Insured shall give all information and assistance in respect of such action.</p> <p>vii) On the happening of any Damage to Property Insured the Underwriters shall be entitled to enter any Buildings where the Damage has occurred and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner and this Condition shall be proof of leave and licence for such purpose. No property may be abandoned to the Underwriters.</p> <p>viii) at Your own expense provide all details proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require including any other insurances on any Property Insured by this Certificate and (if demanded) a statutory declaration of the truth of the claim and of any related matters.</p> <p>Claims Notification Notice</p> <p>a. In respect of claims under this Certificate You should:</p> <p>To make a claim under your Certificate (Sections A-I) telephone - 0345 604 6615 or 02920 558639</p> <p>To make a claim under your Certificate (Sections J,K & L)</p>	<p>Within 30 days or such further time as the Underwriters may in writing allow, deliver to the Underwriters a written claim providing at Your own expense, all details, proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require including any other insurances on any Property Insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters.</p> <p>If any item under Section A is to be reinstated or replaced by the Underwriters, You must at Your own expense provide all such plans, documents, books and information as may be reasonably required.</p> <p>In certain circumstances Underwriters may require sight of freehold title or the lease which You must be provide within 30 days of any such a request.</p> <p>No claim under this Section will be payable unless the terms of this condition have been complied with</p> <p>c) Applicable to Section B – Loss of Profits;</p> <p>i) within 14 days after the expiry of the Indemnity Period or within such further time as the Underwriters may in writing allow at Your own expense deliver to the Underwriters a statement setting out particulars of the claim together with details of all other insurances covering any part of the Damage or resulting loss of revenue</p> <p>ii) You must at Your own expense also provide the Underwriters with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.</p> <p>No claim under this Section will be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made</p>
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	<p>telephone - 0333 010 7190 or email uk.newclaims@penunderwriting.com.</p> <p>b. In respect of any other information where Underwriters require You to notify them under the terms of this Certificate, You should contact Your insurance intermediary.</p>	<p>will be repaid to the Underwriters without delay.</p> <p>d) Applicable to Section J – Employers Liability, Section K - Public Liability & Section L - Products Liability;</p> <p>i) not make or allow to be made on their behalf any admission, offer, promise, payment or indemnity without the written consent of the Underwriters</p> <p>ii) forward without delay to Commercial Express Quotes Limited, via Your insurance advisor, every letter claim writ summons and process without acknowledgement</p> <p>iii) advise Commercial Express Quotes Limited, via Your insurance advisor, in writing without delay when You have any knowledge of any impending prosecution, inquest, Fatal Accident or Ministry Enquiry.</p> <p>Claims - Underwriters' Rights The Underwriters;</p> <p>a. On the happening of Damage in respect of which a claim is made may without incurring any liability or diminishing any of the Underwriters' rights under this Policy enter, the Premises where such Damage has occurred and take possession of or require to be delivered to the Underwriters any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner.</p> <p>No property may be abandoned to the Underwriters whether taken possession of by the Underwriters or not.</p> <p>b. will have full discretion in the conduct of any proceedings and in the settlement of any claim where Underwriters have agreed to provide indemnity under this Policy.</p>
General Claims Conditions – Fraud	<p style="text-align: center;">Fraud</p> <p>If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this Certificate or if any Damage be occasioned by the wilful act or with</p>	<p style="text-align: center;">Fraud</p> <p>If You make a fraudulent claim under this insurance contract, then We:</p> <p>(a) Are not liable to pay the claim; and</p> <p>(b) May recover from You any sums paid by Us to You in respect of the claim; and</p> <p>(c) May by notice to You treat the contract as having been terminated</p>

	<p>the connivance of the then Underwriters shall be entitled:</p> <p>a) not to pay the claim, b) recover from You any sums paid by the Underwriters to the in respect of the claim, and c) to treat this Certificate as being terminated with effect from the time of the fraudulent act.</p> <p>If the Certificate is treated as having been terminated the Underwriters shall be entitled to:</p> <p>a) refuse all liability to the under the Certificate in respect of the relevant event occurring after the time of the fraudulent act, and b) not return any of the premiums paid under the Certificate</p>	<p>with effect from the time of the fraudulent act</p> <p>If We exercise Our right under clause (c) above:</p> <p>(a) We will not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and, (b) We need not return any of the premiums paid.</p>
<p>Complaints</p>	<p>Complaints</p> <p>If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your broker or insurance advisor who arranged this Policy for You.</p> <p>Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily. In respect of Sections A - I then please write to:</p> <p>The Complaints Manager Ergo Versicherung AG, UK Branch Munich RE GROUP offices Plantation Place - 3rd Floor 30 Fenchurch Street London EC3M 3AJ Phone 020 3003 7444 Complaints@ergo-commercial.co.uk</p> <p>In respect of Sections J,K & L please write to</p> <p>The Complaints Manager Commercial Express B1 Custom House The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email complaints@commercialexpress.co.uk</p> <p>Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting</p>	<p>Complaints Procedure</p> <p>If You wish to make a complaint about the sales process or suitability of Your Policy, You should contact the Insurance advisor who arranged this Policy for You.</p> <p>If Your complaint relates to any other matter including claims, You should contact:</p> <p>The Complaints Manager Commercial Express B1 Custom House The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email complaints@commercialexpress.co.uk</p> <p>Alternatively, You can refer Your complaint to the Complaints team at Lloyd's at any time:</p> <p>Complaints Lloyd's One Lime Street London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints</p> <p>Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. You</p>

	<p>will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.</p> <p>And your concerns the will be forwarded onto Your Insurer. Whilst reviewing your complaint Your Insurer will:</p> <p>And your concerns the will be forwarded onto Your Insurer. Whilst reviewing your complaint Your Insurer will:</p> <ul style="list-style-type: none"> · Acknowledge Your complaint promptly · Investigate Your complaint quickly and thoroughly · Keep You informed of the progress of Your complaint · Do everything possible to resolve Your complaint <p>Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.</p> <p>If Your Insurance Broker or Your Insurer remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:</p> <p>The Financial Ombudsman Service Exchange Tower, London, E14 9SR Phone 08000 234 567</p> <p>Further information is available from them and on www.financial-ombudsman.org.uk</p> <p>Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.</p>	<p>can also ask Lloyd’s for a copy of this leaflet using the contact details shown above.</p> <p>If You are dissatisfied with the outcome of Your complaint, You may have the right to refer Your complaint to an alternative dispute resolution body. If You live in the United Kingdom or the Isle of Man, the contact information is:</p> <p>The Financial Ombudsman Service Exchange Tower London E14 9SR</p> <p>Tel: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Email: complaint.info@financial-ombudsman.org.uk</p> <p>If You live in the Channel Islands, the contact information is:</p> <p>Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands JE4 9QG</p> <p>Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610 Fax: +44 1534 747629 Email: enquiries@ci-fo.org Website: www.ci-fo.org</p> <p>If You purchased this insurance online, You can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr This complaints procedure does not affect Your right to take legal action.</p>
Financial Services Register	<p>Financial Services Register</p> <p>The Financial Services Register can be checked by visiting the Financial Conduct Authority website on</p>	Removed

	www.fca.org.uk or by calling 0800 111 6768.	
Identity of Insurers	<p>Identity of Insurers</p> <p>Section A - I:</p> <p>ERGO Versicherung AG (UK Branch) ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD. ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.</p> <p>Section J, K and L:</p> <p>Argo Direct Limited Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. AIG Europe Limited AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.</p> <p>Covéa Insurance plc Covéa Insurance plc, Registered in England and Wales No. 613259. Registered office, Norman Place, Reading, RG1 8DA. Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. AIG Europe Limited and Covea Insurance plc are authorised by the Prudential Regulation Authority and regulated by</p>	Removed

Change of Underwriter Document – Fast Food & Restaurant

	the Financial Conduct Authority and the Prudential Regulation Authority.	
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