



a fresh approach to insurance



Sports Clubs, Leisure and Community

Insurance Booklet



Ripe Insurance Services Ltd is Authorised and Regulated by the Financial Conduct Authority No. 313411.

Underwritten by  **HISCOX**



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Sports Clubs, Leisure and Community

from Ripe Insurance Services Ltd

Thank you for choosing Ripe.

Ripe Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, **We** have still had to use some words that have a special meaning these are listed and explained in the 'definitions' section. From now on wherever a word with a definition is used it will be printed in **bold** type.

NAME OF THE UNDERWRITER

This **Policy** is underwritten by Hiscox Underwriting Ltd (Registered in England and Wales number 02372789. Registered address: 22 Bishopsgate, London, EC2N 4BQ) on behalf of Hiscox Insurance Company Limited (Registered in England and Wales number 00070234. Registered address: 22 Bishopsgate, London, EC2N 4BQ). Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority (registration number 308922). Hiscox Insurance Company Ltd is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registration number 113849) and the Prudential Regulation Authority.

You can check this information on The Financial Conduct Authority register by visiting the FCA's website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pr



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Important Features

We must draw Your attention to a number of important features of this Insurance:

- This part of the document provides details of Your Policy and the terms and conditions that apply. The Policy is a legal contract between You and Us. The Insurance Booklet, Insurance Schedule, Statement of fact and any notice to policyholder issued to You at renewal make one document and must be read together. Please keep them together
- The contract is based on the information You gave Us when You applied for the insurance
- Your Policy is in the following parts:

Insurance Booklet	Insurance Schedule
<ul style="list-style-type: none">• Important Information You must comply with• What is covered and what isn't in conjunction with the Insurance Schedule• How to make a claim and how We will settle that claim• Our obligations to You• The terms and conditions You must comply with	<ul style="list-style-type: none">• The sections of the Policy that apply to You and the dates from which cover is in force• The various limits and sums insured that apply to Your cover• Any special terms that apply to Your Policy including any Endorsements• Your Policy number
Statement of Fact	Notice to Policyholders
<ul style="list-style-type: none">• The information You have provided, on which the Policy is based• Any declarations which You have agreed to	<ul style="list-style-type: none">• Provides information about any changes to Your renewal terms and Policy cover

Our part of the contract is that We will provide the cover set out in this Insurance Booklet:

- for those sections which are shown on Your Insurance Schedule
- for the insurance period set out on the same Insurance Schedule.

Your part of the contract is:

- You must pay the premium as shown on Your receipt or invoice for each insurance period
- You must comply with all the terms and conditions set out in this Policy.

If You do not meet Your part of the contract, We may turn down a claim, cancel Your insurance or increase the premium.



Claims

OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall notify Davies Group as follows:

Give details of **Your** claim by either:

- Telephone: +44 (0) 333 400 9296
- Post: Ripe Claims Department, Davies Group, PO Box 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.smallbusiness@davies-group.com

CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** must:
 - a. Tell the Police as soon as **You** become aware if **Property Insured** has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and receive a crime reference number. Unless it is **Policy** of the appropriate Police force that they do not issue a crime reference number for the situation of the claim. Evidence that the Police have been informed must be obtained.
 - b. Contact **Us** as soon as reasonably possible but within 30 days of the date of the incident being discovered and, in the case of claims involving **Damage** by riot or civil unrest, not more than 7 days after becoming aware of the **Damage** and provide all the information and help **We** need to settle **Your** claim
 - c. Do all **You** reasonably can to get back any lost or stolen **Property Insured** and tell **Us** without unnecessary delay if any **Property Insured** is later returned to **You**
 - d. Call **Us** if **You** receive any information or communication about the event or cause
 - e. Pass to **Us** unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this **Policy**
 - f. Not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this **Policy** without **Our** written agreement.
2. Proof of value and ownership
It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **We** may require to help with **Your** claim
3. Allow **Us** to take over and conduct in **Your** name the defence or settlement of any claim. **You** will also allow **Us** to prosecute at **Our** own expense and for **Our** own benefit, any claim for indemnity or compensation against any other person and **You** must give **Us** all information and assistance required
4. No property may be abandoned to **Us** whether taken possession by **Us** or not
5. If **You** or anyone acting for **You**:
 - a. Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
 - b. Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect or
 - c. Make a claim in respect of any loss or **Damage** caused by **Your** wilful act or with **Your** collusionThen:
We will not pay the claim
We will not pay any other claims made under the **Policy** on or after the date of the fraudulent claim
We may declare the **Policy** void with effect from the date of the fraudulent claim
We shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the fraudulent act was committed
We will not provide any return of premium
We may share information about **Your** behavior with other organisations to prevent further dishonesty, exaggeration, or fraud
We may inform the Police of the circumstances
6. **We** retain the right to settle any claims or items forming part of a claim by any of the following:
 - (a) Cheque or electronic payment method
 - (b) Replacement of the item
 - (c) Vouchers or credit from a supplier who is able to provide a comparable replacement item
7. Salvage - **We** may take and keep possession of the **Property Insured** which are the subject of a claim made by **You** and to treat them as salvage and to dispose of them in a reasonable manner. Any proceeds from such salvage belong to **Us** and will be used by **Us** to offset the amount of any claim payment made to **You**.
8. If **We** accept liability for a claim but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions



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9. We may at any time at Our sole discretion pay to You the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. We shall not be under any further liability except for payment of Costs and Expenses which may have been incurred prior to such payment, provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in Excess of the sum insured or Limit of Indemnity. Our liability for such Costs and Expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by You or on Your behalf in settlement of the claim or claims
10. Anyone making a claim under this Policy must, at Our request and expense do everything We reasonably require to recover losses We become entitled to from other parties following Our payment for loss, destruction, Damage, Accident or injury. We may require You to carry out such actions before or after We make any admission of liability or payment of a claim.
11. When We reinstate or replace any of Your property, You will pay to provide any plans, documents, books and information that We require. We will not be obliged to reinstate Property Insured exactly but only in as satisfactory a manner as circumstances allow. The most We will pay for any one item is the sum insured.



Important Information

INSURANCE BOOKLET

You should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

CONDITIONS

Your Policy describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover any **Property Insured**
- Take reasonable care of **Your Property Insured**

EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

REASONABLE CARE AND YOUR DUTY TO PREVENT LOSS OR DAMAGE

It is **Your** responsibility to look after and regularly maintain **Your** property. **You** and any other person this insurance applies to must:

- take all reasonable precautions to prevent **Accident**, loss or **Damage** to the **Property Insured** and **Accident** or injury to any person or loss, destruction or **Damage** to their property
- maintain all **Premises** and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturer's instructions and servicing requirements.
- conduct the **Business** in a lawful manner, complying with all legal requirements and safety regulations.
- keep a record of purchases and sales

Your Policy is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or **Damage** which happens gradually over a period of time.

KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **Your** items. **You** must also tell **Us** immediately about the following changes:

- Any change to **Your Business** description or activities
- Any change to the people insured, or to be insured
- Any changes needed to **Your** sums insured

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may:

- Cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of the cover may be affected

SUBJECTIVITY

The insurance cover provided by **Us** may be subject to **You** or **Us** carrying out certain actions. **We** will clearly state below if the insurance provided by **Us** is subject to **You**

- providing **Us** with any additional information requested by the required date(s)
- allowing **Us** access to the **Business Premises** and/or **Your** contract sites to carry out surveys
- completing any actions agreed between **You** and **Us** by the required date(s)
- allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- modify **Your** premium
- make amendments to the terms and conditions of the insurance cover
- require **You** to make alterations to the **Premises** for which **We** have provided insurance cover
- withdraw any insurance cover provided
- leave the **Policy** terms and conditions of the insurance cover and premium unaltered.

We will contact **You** with **Our** decision and, where applicable, specify the date(s) by which any action(s) agree need to be completed by **You** and/or any decision by **Us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved **We** will withdraw the insurance cover.

The above conditions do not affect **Our** right to withdraw any insurance cover if **We** discover information material to **Our** acceptance of the risk was not disclosed when requesting the original quotation.



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YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your Policy** within the first 14 days of the purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** documentation, whichever is the later, **You** will be entitled to a full refund of **Your Policy** insurance premium including any insurance premium tax and **Policy** fees paid.

You may cancel after the 14 days have expired, **You** will be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid. In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business.

OUR RIGHT TO CANCEL

We may at any time cancel this **Policy** by sending at least 30 days' notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate refund of premium in respect of the unused period showing on the **Insurance Schedule**.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid.

In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this insurance booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this insurance booklet.

TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

EMPLOYERS' LIABILITY TRADING OFFICE

Certain information relating to **Your** insurance **Policy** including, without limitation, the **Policy** number(s), employer's names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by HMRC and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database. This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK, and who are covered by the employers' liability insurance to:

- a. identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
- b. to identify the relevant employers' liability insurance policies.

CUSTOMERS WITH DISABILITIES

This **Policy** and other associated documentation are also available in large print. If **You** require this or any additional support please contact Ripe.

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.
If the insurance does not meet **Your** requirements please return it within 14 days from receipt of documentation.



Definitions

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the Insurance Booklet, **Insurance Schedule** and **Endorsements**.

Abuse or molestation

1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;
2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
4. any other act of a sexual nature or undertaken with a sexual motive.

Abuse or molestation retroactive date

The original inception date of **Your Policy** or the earliest date from which **You** have held uninterrupted cover for **Abuse or molestation**, on a claims made basis, whichever is the earlier.

Accident

A sudden unexpected unforeseen and identifiable incident.

Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **Computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

Bodily Injury

Bodily Injury including death, illness, disease or nervous shock

Building(s)

Unless agreed by **Us** in writing the **Buildings** at the **Premises** which are constructed of brick, stone, concrete, profiled metal on a steel frame, roofed with slate, concrete, tile, metal or asbestos with no more than 25% other materials. It shall also include:

1. the **Shop Front** (except where more specifically insured)
2. landlord's **Fixtures and Fittings** in and on the **Buildings**
3. outside **Buildings**, storage containers, extensions, annexes and gangways
4. walls, gates and fences
5. services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the buildings to the perimeter of the **Premises** or to the public mains (including those underground).

Business

That shown in the **Insurance Schedule** and in respect of Section 1 Public and Products Liability and Section 2 Employers' Liability shall also include:

1. The ownership, repair, maintenance and decoration of **Your Premises**
2. Private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
3. The provision and management of canteen, sports, social and welfare organisations for the benefit of **Employees**
4. **Your** fire, security, first aid, medical and ambulance services
5. **Your** participation in **Exhibitions**

Civil commotion

Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to **Damage** property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

Computer or digital technology

Any **Programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. Creation, handling, entry, modification or maintenance of; or
 2. On-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,
- any **Computer or digital technology**.



Contents

General **Contents** (other than **Stock**), grounds maintenance equipment, fixed floodlighting, sightscreens, scoreboards, pitches, **Employee** personal possessions, goods in trust. Contents does not include **Portable Equipment** or **Sports Equipment**.

Costs and Expenses

1. Claimants' legal costs for which **You** are legally liable
2. All **Costs and Expenses** incurred with **Our** written consent in defending any claim
3. The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction, in respect of any alleged act, causing or relating to any occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry

Cyber attack

Any digital attack or interference, whether by a **Hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. **Damage** to:
any data or **Computer or digital technology**, including but not limited to any:
 - a. **Programs** designed to **Damage**, disrupt, extract data from, or gain access to any data or **Computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
 - b. denial of service attack of distributed denial of service attack.

Damage(s)

Physical loss, destruction or damage.

Employee(s)

Any person while working under **Your** direct control in connection with the **Business** who is:

1. Under a contract of service or apprenticeship with **You**
2. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. A labour master or person supplied by him
4. A person engaged by a labour only sub-contractor
5. A self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. A driver or operator of hired-in plant
7. A trainee or person undergoing work experience
8. A voluntary helper

Endorsement(s)

Any terms and conditions made separately to the terms of the **Policy** and specified on **Your Insurance Schedule**

Excess

The first part or amount **You** will be responsible for paying in the event of a claim

Exhibition(s)

Includes demonstration, trade fair or show.

Fixtures and Fittings

Interior decorations, **Fixtures and Fittings** provided by the landlord but for which **You** are responsible

Glass

1. Normal flat annealed **Glass** including lettering on it
2. Toughened and laminated **Glass** including lettering on it
3. Mirrors
4. Bent, tinted, stained or fired **Glass**
5. Decoration or protective film or alarm foil on **Glass**

Gross Revenue

The amount of **Money** paid or payable to **You** for work done and services rendered in the course of the **Business**.

Ground Heave

Upward or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.



Hacker

Any **Artificial intelligence**, entity or person, including any **Employee** of **Yours**, who gains or attempts to gain unauthorised access to or use of any:

1. **Computer or digital technology**; or
2. data held electronically by **You** or on **Your** behalf

Indemnity Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the maximum indemnity period as shown in the **Insurance Schedule**

Insurance Schedule

The document that specifies **Your** details, sums insured and any **Excess** or **Endorsements** that are applicable. The schedule shows the sections of the **Policy** that are operative

Insured Person

Any **Principal**, partner, director or **Employee** working in the **Business**

Landslip

Downward movement of sloping ground.

Money

Negotiable Money and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed **Money** orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

Period of Insurance

The time for which this **Policy** is in force as shown in **Your Insurance Schedule**.

Personal Data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

Policy

This insurance booklet along with the **Insurance Schedule**, **Statement of Fact** which forms part of the legal contract between **You** and **Us**.

Pollution or Contamination

1. All pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination

Portable Equipment

Portable Equipment owned by **You**, which is designed to be carried by hand and used away from the **Premises** but within the **Territorial Limits**.

Premises

The premises or part of the premises at the address or addresses described within the **Insurance Schedule** and occupied by **You** in connection with the **Business**

Principal

Any person, company, local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**

Program(s)

Code or instructions which tell **Computer or digital technology** how to process data or interact with ancillary equipment, systems or devices.



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Property Insured

Property insured where stated in the **Insurance Schedule**

- 1) **Buildings**
- 2) **Shop Front, Fixtures and Fittings, Tenants' Improvements**
- 3) **Contents**
- 4) **Stock**
- 5) **Portable Equipment, Sports Equipment**

Shop Front

The frontage of the **Building** including all fixed **Glass** and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Social Engineering communication

Any request directed to **You** or someone on **Your** behalf by any **Artificial intelligence**, entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, **Money**, securities, data or property to which such third-party is not entitled.

Solar weather

Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.

Sports Equipment

Portable Sports Equipment used directly in connection with the Sport(s) listed in the **Insurance Schedule** within the **Territorial Limits**. Including Audio and Visual (including power supply), Clothing and Accessories, Baggage, and Trophies up to the limit defined in the **Insurance Schedule**

Statement of Fact

A record of the information **You** have provided to **Us** about **You** and **Your Business** upon which **Your Policy** was based

Stock

Stock and materials in trade, including wines, spirits, tobacco and trade samples specifically designed to and purchased for use whilst undertaking activities connected to the **Business**

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Tenants' Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible.

Territorial Limits

The territories covered by this **Policy** as shown in the **Insurance Schedule**

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

1. is committed for political, religious, ideological, racial or similar purposes; and
2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and
 - a. involves violence against one or more persons; or
 - b. involves **Damage** to property; or
 - c. endangers life other than that of the person committing the action; or
 - d. creates a risk to health or safety of the public or a section of the public; or
 - e. is designed to interfere with or to disrupt an electronic system

Unoccupied

The **Business Premises** or part of the **Business Premises** which have become unoccupied, untenanted or which **You** have not been actively using for 30 consecutive days or more

We/Us/Our

Hiscox Insurance Company Ltd

Working Hours

The period during which the **Business Premises** are actually occupied for **Business** purposes and during which **You** or **Your Employees** who are entrusted with **Money** are in the **Business Premises**.

You/Your/Yours

The policyholder shown in the **Insurance Schedule**.



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Section 1 – Public and Products Liability

This Section is only operative where Public and Products Liability is shown on **Your Insurance Schedule**.

WHAT IS COVERED:

We will indemnify **You** against legal liability to pay compensation and **Costs and Expenses** in respect of:

- a. accidental **Bodily Injury** other than **Abuse or molestation**, to any person
 - b. accidental **Damage** to property
 - c. accidental nuisance, trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
 - d. wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy
- which arises in connection with the **Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

Limit of Liability

Our liability to pay compensation in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the limit of liability stated in the **Insurance Schedule**.

In addition to the limit of liability stated in the **Insurance Schedule**, **We** will pay legal **Costs and Expenses** awarded against **You** or incurred by **You** with **Our** written agreement.

EXTENSIONS

The following extensions apply to this Section:

1. Additional Persons Insured

We will, subject to the terms of this Section, indemnify:

- i. in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- ii. at **Your** request:
 - any of **Your** directors, **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
 - any officer committee or member of **Your** canteen, sports, social or welfare organisations fire security first aid, medical or ambulance services in their respective capacities as such
 - any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official

Provided that:

- i. such persons are not entitled to indemnity under any other **Policy** covering such liability
- ii. each person will as though they were **You** observe, fulfil and be subject to the terms of this **Policy** insofar as they can apply
- iii. **We** will retain sole conduct and control of any claim or
- iv. where **We** are required to indemnify more than one party **Our** total liability will not exceed the limit of liability

2. Bona-fide Subcontractors

We will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf. It is a condition precedent to liability under this extension that:

- a. where any work is undertaken for **You** or on **Your** behalf by any bona-fide subcontractor **You** must prior to their appointment ensure that each bona-fide subcontractor holds current and valid Public Liability insurance appropriate to the work being carried out with a Limit of Indemnity which is no less than the Public Liability limit of this **Policy**
- b. in the event of a claim under this extension **You** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for **You**
- c. annual payments to bona-fide subcontractors shall not exceed £50,000 per annum or 25% of **Your** annual turnover whichever is greater unless agreed by **Us** in writing

3. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- a. legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- b. costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this extension in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

We will not indemnify **You** under this extension in respect of:

1. any prosecutions unless they relate to the death of any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2. the payment of fines or penalties
3. any remedial or publicity orders or any steps required to be taken by such order



4. **Defence Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other **Policy** or would have been entitled to an indemnity but for the existence of this **Policy**
5. any proceedings resulting from any deliberate act or omission by **You**

4. Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity. The maximum **We** will pay for:

- a. **You**, each director or partner is £500 per day
- b. each **Employee** is £250 per day

5. Cross Liability

Where the policyholder comprises of more than one party **We** will treat each party as if a separate **Policy** had been issued to each, provided that nothing in this extension will increase **Our** liability beyond the amount for which **We** would have been liable had this extension not applied.

6. Defective Premises Act 1972

We will indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Business Premises** or land which has been disposed of by **You**. Provided that this indemnity shall not apply to:

- a. the cost of rectifying any **Damage** or defect in premise or land disposed of
- b. liability for which **You** are entitled to indemnity under another insurance **Policy**

7. Health and Safety at Work etc Act 1974

We will indemnify **You** against legal **Costs and Expenses** incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

8. Data Protection cover

If proceedings are brought against **You** under Section 13 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulations (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulations or under any replacement legislation in respect of any of the foregoing, **We** will indemnify **You** for:

- a. legal fees and **Defence Costs**
- b. legal liability for compensation to an individual who is the subject of **Personal Data** **You** hold and who suffers material or non-material **Damage** cause by
 - I. inaccuracy of data
 - II. Loss of data
 - III. unauthorised destruction or disclosure of the data

Provided **We** do not provide any cover other than as provided by this cover.

We will not provide indemnity for:

- a. **Damage** to property
- b. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- c. libel, slander or defamation
- d. consequential losses
- e. liability:
 - i. as a result of **You** having authorised the destruction or disclosure of the data
 - ii. which could reasonably have been expected to arise as a result of any other deliberate act or omission by **You**
 - iii. arising solely by the terms of any agreement
 - iv. for liquidated **Damages** or under any penalty clause
- f. any fine or statutory payment
- g. legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
- h. proceedings related to compensation for any **Employee** if the Employers Liability Section of this **Policy** is not in force.

The most **We** will pay for all claims occurring during any one **Period of Insurance** is £1,000,000.



9. Consumer Protection Act Costs

We will indemnify You and at Your request any director, partner or Employee against legal Costs and Expenses incurred with Our written consent for the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987. Provided that the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance.

What is not covered:

- a) Any legal liability You have to pay fines or penalties.
- b) Costs and Expenses insured by any other insurance Policy
- c) legal Costs and Expenses arising out of any deliberate act or omission by You

10. Indemnity to Principals

We will at Your request indemnify any Principal to the extent required by the contract between You and the Principal in respect of liability arising from the performance of work by You for such Principal provided that:

1. We shall retain sole conduct and control of any claim
2. the Principal shall observe, fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply

11. Motor Contingent Liability

Notwithstanding Exclusion 5 of this Section We will indemnify You against legal liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in Territorial Limits.

Provided that this indemnity will not apply:

1. in respect of Damage to the vehicle or to property conveyed therein
2. while such vehicle is being driven by:
 - a. You
 - b. any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
3. to liability for which You are entitled to indemnity under another insurance Policy

12. Temporary Employees

We will indemnify You in respect of temporary Employees. Cover is provided under this extension to a maximum of 50 man-days worked in and one Period of Insurance.

This extension does not remove the need to declare changes in Employee numbers as required by General Condition 1 of this Policy.

13. Work Overseas

The indemnity provided shall extend anywhere in the world where You or any Employee is temporarily engaged in competitions, meetings, conferences, Exhibitions and non-manual work in connection with the Business. In respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada, the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

14. Third Party Hirers

We will indemnify You for any liability arising from Your responsibilities as landlord, tenants or property owners in respect of any third party hiring Your Premises for social and fund-raising activities.

Optional Extensions

Abuse or molestation

If, as a result of Your activities, any party brings a claim against You during the Period of Insurance for Abuse or molestation committed after the Abuse or molestation retroactive date, We will indemnify You against the sums You have to pay as compensation. This includes a claim against any Employee when they are acting on Your behalf in whatever capacity.

However, We will not in any event provide cover:

1. in respect of any allegation of slavery or people trafficking; or
2. to any party who commits, condones or ignores any Abuse or molestation.

We will also pay Costs and Expenses but We will not pay costs for any part of a claim not covered by this section.

The most We will pay for all claims made during the Period of Insurance is £1,000,000

**CONDITIONS:**

These are the conditions of the Insurance **You** will need to meet as part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid. These conditions apply to this section in addition to the general conditions.

1. Sports Coaching

Any coach, trainer, instructor or referee must be qualified in accordance with the requirements of the national governing body of the sport or activity being taught. Where there is no national governing body for the sport or activity being taught the coach, trainer, instructor must have a minimum of 3 years coaching experience unless **We** have agreed otherwise.

2. Fixed Playground Equipment

Any fixed playground equipment is inspected by **You** at least monthly and at least annually by a competent third party inspector. A log of such inspections shall be maintained and, as soon as possible, repair, or arrange to repair, any **Damage** or defect.

WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions. **We** shall not be liable under this Section in respect of:

1. Any applicable **Excess**
2. Any Personal Injury caused, or contributed to, by any participant to any other participant whilst participating in a match or practice of any sport. Unless 'Member to Member Liability' is showing on **Your Insurance Schedule** and the appropriate premium is paid.
3. Liability which is assumed by **You** by agreement, unless such liability would have attached in the absence of such agreement
4. **Bodily Injury** or **Damage** arising from or contributed to by any breach of professional duty in relation to advice, instruction, consultancy, design, plan, inspection, specification provided for a fee
5. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such persons by **You**
6. **Damage** to property owned by, hired to or in the custody or control of **You** other than:
 - a. personal effects including motor vehicles and their **Contents** belonging to any director, partner, **Employee**, guest or visitor of **Yours**
 - b. **Business Premises** temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
 - c. **Business Premises** (including its **Fixtures and Fittings**) leased, hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement
7. **Bodily Injury** or **Damage** arising from **Your** ownership, possession, use or control or on **Your** behalf of
 - a. any locomotive
 - b. aircraft or aerial device
 - c. watercraft (other than hand propelled craft of less than 20 feet in length) or;
 - d. hovercraft
8. **Bodily Injury** or **Damage** arising from **Your** ownership, possession, use or control or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto other than:
 - a. any vehicle not licensed for road use
 - b. any vehicle while being used as a tool of trade
 - c. the loading or unloading of any vehicle

provided that **You** are not entitled to indemnity from any other source and that this **Policy** shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation
9. Liability or any allegation claim, circumstances or proceeding for **Bodily Injury** or **Damage** to property arising from any product sold, supplied or exported to the United States of America or Canada
10. The cost of recalling, removing, repairing, replacing, reinstating or in any other way making good or providing compensation in place of
 - a. any product supplied if such liability arises from any defect therein or the harmful nature or unsuitability thereof
 - b. defective work
11. **Pollution or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** and **Our** liability for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not in aggregate exceed the amount shown as the Limit of Indemnity in the **Insurance Schedule**
12. Liability arising from:
 - a. exposure to
 - b. inhalation of
 - c. fears of the consequences of exposure to or inhalation of
 - d. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of asbestos including any products containing asbestos

Asbestos means: Asbestos, asbestos fibres or any derivatives of asbestos
13. Liability arising from the use or operation of any mechanical fairground equipment or rides
14. Liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.



15. Any legal liability
 - a. fines or penalties
 - b. the costs of appeal against any improvement or prohibition notices
 - c. fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - d. compensation ordered or awarded by a Court of Criminal Jurisdiction
 - e. aggravated, restitutionary, exemplary or punitive **Damages** or any additional **Damages** resulting from the multiplication of compensatory **Damage** or other non-compensatory **Damages** awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
16. Any liability arising directly or indirectly from, or in connection with, or contributed to by, any:
 - a. **Cyber attack;**
 - b. **Hacker;**
 - c. **Social Engineering communication;**
 - d. **Computer or digital technology error;**or any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to the above.
17. Any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.

However, this does not apply to any covered claim or part of a covered claim made against **You** by a client which arises directly from **Your** performance of the **Business** for that client and which is not otherwise excluded by What is not covered: Exclusion 16 above.

The most **We** will pay for the total of all claims or parts of claims against **You** by a client including defence costs, which arise directly from **Your** performance of the **Business** for that client relating to **Personal Data** is £250,000 during any Period of Insurance, which is included within, and not in addition to, the overall limit of indemnity for this section.
18. **Bodily Injury** or **Damage** directly or indirectly due to or contributed to by any Perfluoroalkyl and polyfluoroalkyl substances, including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.
19. Any liability arising directly or indirectly as a result of **Absue or molestation** unless the cover is showing on **Your Insurance Schedule** and the appropriate premium has been paid



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Section 2 – Employers' Liability

This Section is only operative where Employers Liability is shown on **Your Insurance Schedule**.

WHAT IS COVERED:

We will indemnify **You** against:

1. legal liability to pay compensation and
2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **You** in connection with the **Business** within the **Territorial Limits**.

Limit of Liability

Our liability to pay compensation and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Insurance Schedule**.

EXTENSIONS:

The following extensions apply to this Section:

1. Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
 - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
 - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire, security, first aid, medical or ambulance services in their respective capacities as such
 - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official

Provided that:

1. such persons are not entitled to indemnity under any other **Policy** covering such liability
2. each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
3. **We** will retain sole conduct and control of any claim or
4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability

2. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this extension in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

We will not indemnify **You** under this extension in respect of:

- i. any prosecutions unless they relate to death caused to any **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
- ii. the payment of fines or penalties
- iii. any remedial or publicity orders or any steps required to be taken by such order
- iv. **Defence Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other **Policy** or would have been entitled to an indemnity but for the existence of this **Policy**
- v. any proceedings resulting from any deliberate act or omission by **You**

3. Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** are attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

- (a) **You**, each director or partner is £500 per day
- (b) each **Employee** is £250 per day.



4. Cross Liability

We will indemnify each party named as the Policyholder in **Your Insurance Schedule** as if a separate **Policy** had been issued to each. The maximum We will pay is the Limit of Liability regardless of the number of parties claiming indemnity

5. Health and Safety at Work etc Act 1974

We will indemnify You against legal **Costs and Expenses** incurred with Our written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with Our written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

We will not provide indemnity for proceedings relating to the health and safety of any person other than an **Employee**.

6. Indemnity to Principals

We will at Your request indemnify any **Principal** to the extent required by the contract between You and the **Principal** in respect of liability arising from the performance of work by You for such **Principal**.

Provided that:

- (a) We shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply

7. Temporary Employees

We will indemnify You in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in any one **Period of Insurance**. This extension does not remove the need to declare changes in **Employees** as required by General Condition 1 of this **Policy**.

8. Bodily Injury To Working Partners

Any working partner named as an Insured in the **Insurance Schedule** shall be regarded as an **Employee** but only in respect of **Bodily Injury** for which a partner or **Employee** of the Insured is legally liable.

CONDITIONS

These are the conditions of the Insurance You will need to meet as part of this contract. If You do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid. These conditions apply to this section in addition to the general conditions.

1. Certificate of Employers' Liability

If this **Policy** or Section is cancelled any Certificate of Employers' Liability insurance provided by Us is similarly cancelled from the same date.

2. Our Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits**. If, by any such law, We are required to pay a claim which is excluded under **Your Policy**, You shall repay to Us all sums

WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions at the end of this **Policy**. We shall not be liable under this Section in respect of **Bodily Injury**:

1. Caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by You of a vehicle on a road.
For the purposes of this exclusion the expression "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988.
2. Arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
3. Liquidated **Damages** fines or penalties
4. Punitive exemplary or aggravated **Damages** or any additional **Damages** resulting from the multiplication of compensatory **Damages**
5. Any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, **Civil commotion** assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in Special Provision- War below.



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Special Provision- War

Subject otherwise to the terms of the **Policy**

Neither of the exclusions in (5) (a) and (5) (b) above shall apply to the Employers' Liability Section but the Limit of Liability for the purpose of this Special Provision - War is limited to £5,000,000 including **Costs and Expenses**.



Section 3 – Property Damage

This Section is only operative where Property **Damage** is shown on **Your Insurance Schedule**.

Provides cover for **Buildings, Tenants' Improvements, Contents, Stock, Portable Equipment** and **Sports Equipment**

WHAT IS COVERED

If any of the **Property Insured** described in the **Insurance Schedule** suffers **Damage** at the **Business Premises** by any event covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property Insured** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated limit of liability.

Basis of Settlement

Buildings

This section of cover will be insured on a reinstatement basis. **You** must ensure the sum insured is adequate to cover the full cost of rebuilding or replacing of any destroyed **Property Insured** or the repair or restoration of the damaged portion of the **Property Insured** to a condition equal to but no better or more extensive than its condition when new.

Contents, Portable Equipment and Sports Equipment

This section of cover will be insured on a reinstatement basis. **You** must ensure the sum insured is adequate to cover the full cost of replacing **Your Contents, Portable Equipment** and **Sports Equipment** in the same size, form, style and in a new condition at the time of the loss.

Stock

This section of cover will be insured on an indemnity basis. **You** must ensure the sum insured is adequate to cover the full cost of replacing **Your Stock** at its value at the time of loss or destruction with an adjustment made for wear and tear

Average - If at the time of a loss the sum insured is insufficient, **We** will reduce the claim amount in proportion with the underinsurance.

Pairs & sets - **We** will not pay for the cost of replacing any undamaged items which form part of a set, suite or one of a number of items of a common nature, colour or design, when **Damage** happens to a specific part and replacements cannot be sourced.

The sum insured is the maximum **We** will pay for any claim under this section.

What is covered:	What is not covered:
1. Fire, smoke, lightning and earthquake	
2. Explosion of boilers and/or gas in a Building not being part of any gas works used for domestic purposes or used for lighting or heating the Building	<ul style="list-style-type: none"> Damage to that portion of the Property Insured caused by its own self-ignition, leakage of electricity, short circuiting, or over-running Damage caused by the Property Insured undergoing any process involving the application of heat. Damage to the Property Insured caused by or consisting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control Damage to any vessel, machine or apparatus, or its Contents, caused by its own bursting <p>However, We will cover You for Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.</p>
3. Civil commotion , strikers, locked-out workers or persons taking part in labour disturbances or malicious persons	<ul style="list-style-type: none"> Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority. Damage caused by Civil Commotion arising outside of England Scotland and Wales.. Damage arising from stoppage of work. Damage in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation. Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation



What is covered:	What is not covered:
4. Storm or Flood	<ul style="list-style-type: none"> • Damage caused solely by change in the water table level. • Damage caused by frost, Subsidence, Ground Heave or Landslip. • Damage to fences, and gates and moveable Property Insured in the open
5. Escape of water from any tank, apparatus, pipe or appliance	<ul style="list-style-type: none"> • Damage by water discharged or leaking from an automatic sprinkler installations. • Damage while the Premises are Unoccupied • Damage to any tank, apparatus, pipe or appliance
6. Impact Caused by: a. any road vehicle including any fork lift truck or other industrial vehicle or b. an aircraft or other aerial devices or articles dropped from them or c. an animal	
7. Accidental escape of water from any automatic sprinkler installation	<ul style="list-style-type: none"> • Damage while the Premises are Unoccupied • Damage by heat caused by fire.
8. Theft or attempted theft	<ul style="list-style-type: none"> • Damage to Property Insured in any part of the Building not occupied by You for the purpose of the Business or by You or any of Your directors, Employees or family members for private residential purposes. • Damage while the Premises are Unoccupied • Damage to lead forming part of the exterior of the Premises. • Damage to moveable Property Insured in the open. • Damage expedited or in any way brought about by You or by any of Your directors, partners, Employees or any members of Your household • Damage due to a person obtaining any property by deception. • Damage to securities of any description. • Damage due to disappearance or unexplained or inventory shortage, misfiling, misplacing of information and clerical error • Damage caused by any person lawfully in Your Premises
9. Subsidence , Ground Heave or Landslip	<ul style="list-style-type: none"> • Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course. • Damage occurring as a result of the construction, demolition, structural alteration or structural repair of any Building at the Premises. • Damage arising from normal settlement or bedding down of new structures. • Damage commencing prior to the granting of cover under this insurance. • The first £1,000 of any claim
10. Escape of Oil Oil escaping from a fixed heating installation or connected apparatus	<ul style="list-style-type: none"> • The cost of replacing the oil. • Damage to any tank, apparatus, pipe or fixed oil heating installation
11. Damage from falling items Falling radio, television or satellite aerials, their fittings and masts, lampposts, solar panels, telegraph poles, electricity pylons, poles or overhead cables	<ul style="list-style-type: none"> • Damage to the appliance or installation itself



What is covered:	What is not covered:
<p>12. Accidental Damage</p> <p>Damage from any cause not excluded by the terms, conditions and limitations of the Policy</p>	<ul style="list-style-type: none"> Damage by any of the Events 1 – 11 or the causes shown under 'Other than' for each of these Events (whether or not insured) Damage to any Property Insured caused by i) its own faulty or defective design or materials ii) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause iii) faulty or defective workmanship, operational error or omission on Your part or that of Your Employees but this shall not exclude subsequent Damage which itself results from an insured event. Damage caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects, change in temperature, colour, favour, texture or finish, joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping <ul style="list-style-type: none"> mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates but not <ul style="list-style-type: none"> such Damage which itself results from other Damage which is covered by this Insurance subsequent Damage which itself results from an insured event Damage caused by Pollution or Contamination Damage caused by acts of fraud or dishonesty Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information Damage to a Building or structure caused by its own collapse or cracking Damage to fences, gates and moveable Property Insured in the open by wind, rain, hail, sleet, snow, flood or dust Damage to Property Insured resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair Damage to property in transit Damage to Money and securities of any description Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling Stock, watercraft exceeding 8 metres in length or aircraft Damage to Property Insured or structures in course of construction or erection and to materials or supplies relating to such property or structures.

EXTENSIONS

What is covered:	What is not covered:
<p>A. Fixed Glass, sanitary fittings or neon and illuminated signs</p> <p>Damage to fixed Glass, sanitary fittings or neon and illuminated signs and electric light fittings, forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair</p> <p>B. Emergency Services</p> <p>Damage to landscaped gardens and grounds caused by the emergency services when attending the Premises as a result of Damage by any of the insured events of this Insurance up to £2,500</p>	<ul style="list-style-type: none"> Damage as a direct result of alterations to the framework or position of any Glass or neon and illuminated signs and electric light fittings or sanitary ware Damage while the Premises are Unoccupied Damage existing prior to the commencement of this Insurance and not subsequently replaced



What is covered:	What is not covered:
<p>C. Trace and Access and Repair or Replacement</p> <p>Damage occurring as a result of escape of water or oil as insured by Event 4 (Escape of water from any tank, apparatus, pipe or appliance), 6 (Accidental escape of water from any automatic sprinkler installation) and 9 (Oil escaping from a fixed heating installation or connected apparatus) including:</p> <ul style="list-style-type: none"> the costs necessarily incurred in locating the source of such Damage the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage and The maximum We will pay under this extension is £5,000 for any one loss. 	
<p>D. Loss of Metered Water</p> <p>The additional metered water charges incurred by You as a result of Damage caused by any of the Events insured up to £5,000 for any one loss. The amount payable shall be ascertained by comparing the charge made by the water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting Your liability for metered water charges during such period.</p>	<ul style="list-style-type: none"> Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.
<p>E. Property at Other Locations</p> <p>Damage to:</p> <ul style="list-style-type: none"> documents and Business books whilst removed from the Premises to any location and whilst in transit any other Contents (excluding vehicles licensed for road use) whilst temporarily removed from the Premises to any location and whilst in transit for the purposes of the Business, cleaning, renovation, repair or other similar purposes. <p>The maximum We will pay under this extension is 25% of the Contents sum insured or £5,000 whichever is the lesser</p>	<ul style="list-style-type: none"> Damage by theft from <ul style="list-style-type: none"> any Building not permanently occupied by You for the purpose of the Business unless the Building is securely locked any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time any vehicle which is away from Your own Premises or a site where You are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked Building or guarded security park Any property that is insured on another Policy Damage occurring outside the Territorial Limits as shown in the Insurance Schedule for Contents temporarily removed.
<p>F. Alterations and Additions</p> <p>Alterations or additions made to any insured Premises and/or Tenants' Improvements up to 10% of the sum insured or £50,000 whichever is the lesser, acquired or constructed during the Period of Insurance at any Premises covered by this insurance</p> <p>Insurance cover will be subject to the terms of this insurance and will apply from the time from which You became responsible for such property until the next renewal of the Policy at which date specific insurance should be effected</p>	<ul style="list-style-type: none"> Damage to Property Insured on another Policy
<p>G. Seasonal Increase in Stock</p> <p>An increase in the sum insured on Stock of 30% for the months of November and December</p>	
<p>H. Exhibitions and Trade Fair Cover</p> <p>Damage to Property Insured whilst at any Exhibition, including whilst being erected or dismantled at an Exhibition or trade fair within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>The most We will pay for any one occurrence is £2,500.</p>	<ul style="list-style-type: none"> Theft, unless involving forcible and violent entry to or exit from the Exhibition Premises Theft or attempted theft from any unattended vehicles Your personal belongings or those of Your Employees, directors or visitors



What is covered:	What is not covered:
<p>I. Debris removal</p> <p>The cost of removing debris which is the cost incurred with Our consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property Insured excluding any costs or expenses</p> <ol style="list-style-type: none"> incurred in removing debris except from the site of such Damage to Property Insured and the area immediately adjacent to it arising from Pollution or Contamination of Property Insured not insured by this Insurance. <p>The maximum We will pay under this extension is £10,000 for any one Period of Insurance.</p>	<ul style="list-style-type: none"> costs or expenses incurred in removing debris except from the site of such Damage to Property Insured and the area immediately adjacent to it Costs or Expenses arising from Pollution or Contamination of property not insured by this insurance
<p>J. Professional Fees</p> <p>We will pay You for architects, surveyors, legal and consulting engineers fees necessarily incurred with Our written consent in the reinstatement or repair of the insured Premises as a result of Damage.</p>	<ul style="list-style-type: none"> fees for preparing a claim under this section
<p>K. Goods in Transit</p> <p>Damage to Property Insured whilst in transit to from the Premises anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by You or any Employee</p> <p>The maximum We will pay under this extension is £500 for any one occurrence</p>	<ul style="list-style-type: none"> Theft or attempted theft from any unattended vehicles unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
<p>L. Floodlights</p> <p>Cover for floodlights at the Premises up to the Sum Insured stated in the Insurance Schedule.</p>	<ul style="list-style-type: none"> Damage caused by Peril 6 - Impact Damage caused by Peril 12 - Accidental Damage Damage unless all floodlights are securely anchored to the ground or to a substantial structure when not in use.
<p>M. Playing Surfaces</p> <p>Cover for playing surfaces:</p> <ol style="list-style-type: none"> Up to the sum insured stated in the Insurance Schedule in respect of Perils 1. fire, smoke lightning, explosion and earthquake, 4. storm or flood and 6. B. aircraft Damage caused by emergency services attending the Premises, subject to a maximum Limit of Indemnity of £2,500 or the sum insured whichever is the less 	<ul style="list-style-type: none"> by water from or action of the sea, tsunami, tidal wave or storm surge to gates, fences, retaining walls, exterior textile awnings or blinds to property in the open unless such property is a permanent structure designed to function without the protection of walls or roof frost, erosion, Subsidence, Ground Heave or Landslip, collapse, or any other movement of earth attributable solely to change in the water table level
<p>N. Sightcreens & Scoreboards</p> <p>Cover for sightcreens and scoreboards at the Premises up to the sum insured stated in the schedule.</p>	<ul style="list-style-type: none"> Damage caused by Peril 12 - Accidental Damage Damage caused by Peril 4 - Storm or Flood unless all sightcreens are securely anchored to the ground or to a substantial structure when not in use.
<p>O. Portable Items – All Risks</p> <p>We agree to pay for repair or replacement, up to the limit shown in Your Insurance Schedule, of Portable Equipment and Sports Equipment that has been stolen or suffers Damage during the Period of Insurance whilst within the Territorial Limits</p>	<ul style="list-style-type: none"> The amount of any Excess Theft or Damage of Portable Equipment whilst in transit which has not been reported to the carrier and a written report obtained or where You were not travelling with the Stock and/or Portable Equipment. In the case of an airline a Property Irregularity Report will be required Theft of any Portable Equipment left unattended unless the theft shows evidence of forced entry and/or exit to or from any Premises, securely locked locker or other similar place of storage Theft of any Portable Equipment left unattended in the open Any theft from an unattended motor vehicle unless the Portable Equipment is out of sight and all the vehicle's security devices are fully armed and there is evidence of forced entry verified by a Police Report



What is covered:	What is not covered:
	<ul style="list-style-type: none"> Scratching, denting or any cosmetic change which does not impair the function of the Portable Equipment Theft or Damage to Portable Equipment whilst hired out or loaned by You to any other person unless You are in attendance Damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind

WHAT IS NOT COVERED

Damage to, or any loss, cost or expense arising in respect of any item of **Computer or digital technology** which is directly caused by:

- a **Cyber attack** or fear or threat of a **Cyber attack**;
- a **Hacker** or fear or threat of a **Hacker**;
- a **Computer or digital technology error**; or
- its digital connectivity to any other item of **Computer or digital technology** which has been directly affected by a **Cyber attack**, **Hacker** or **Computer or digital technology error**.

We will however cover any other **Damage**, loss, cost or expense insured under this section which is caused by the **Cyber attack**, **Hacker** or **Computer or digital technology error**

CONDITIONS

These are the conditions which **You** will need to keep to as **Your** part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

- You** shall maintain all fire extinguishing appliances in efficient working order
- Minimum Security Requirements

It is a requirement of this insurance that whenever the **Premises** are left unattended **You** ensure that

- all locks, bolts and other protective devices are in full and effective operation
- all keys (including those relating to any part of the Intruder alarm system) are removed from the **Premises**
- The final exit door of the **Premises** must be secured with one of the following:
 - a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors
 - a cylinder operated mortice deadlock or deadlocking multi- point locking system with a minimum of three locking points for aluminium or UPVC framed doors
 - a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction.
 - two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door
- All external doors and all internal doors giving access to any part of the **Building** not occupied by **You** for the purpose of the **Business** must be secured by either of the locking arrangements specified in C above according to the construction of the doors
- Where any of the doors are of double leaf construction the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door and the final closing leaf must be secured with any of the locking arrangements specified above according to the construction of the doors
- All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.
- Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the **Premises** is left unattended.

- Intruder Alarm Condition

Where **You** have specified in **Your Statement of Fact** that the **Premises** is protected by an intruder alarm system it is a requirement of this insurance that **You** comply with the following conditions in respect of such **Premises**

- You** shall maintain the Intruder alarm system at the **Premises** in full and effective working order under a contract by a company which is either included in the official list of recognised firms of the National Security Inspectorate (NSI) or approved by **Us**.

We will not regard the intruder alarm system as effective if police response to alarm calls has been withdrawn without **Our** written agreement.

- You** shall ensure the **Premises** are not left unattended unless the Intruder alarm system is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the Intruder alarm system is connected has acknowledged the setting signal



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- c) **You** shall not make any alteration to or substitution of
 - a. any part of the Intruder alarm system
 - b. the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the Intruder alarm system
 - c. the maintenance contractwithout **Our** written agreement.
- d) **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the Intruder alarm system without **Our** written agreement
- e) **You** shall maintain secrecy of codes for operation of the Intruder alarm system and shall not leave details of such codes at the **Premises** when it is left unattended

Kitchen Equipment

It is a requirement of this Insurance that where cooking equipment is used at the **Premises**

- 1. All deep-frying equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit). Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit)
- 2. All extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month
- 3. The entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greasy and oily deposits and other waste materials, at least every six months
- 4. If the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within six months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every six months after that
- 5. Suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them
- 6. No cooking equipment using fats, oils or coals must be left unattended while the heat source is operating
- 7. All cooking equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **Building**



Section 4 – Loss of Licence

This Section is only operative where Loss of Licence is shown on **Your Insurance Schedule**.

Provides cover for loss of gross profit following the **Business** losing its licence

DEFINITIONS

For the purposes of this section, the following definitions apply. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

ADDITIONAL EXPENDITURE

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **SHORTAGE IN TURNOVER** which would have occurred but for that expenditure during the **INDEMNITY PERIOD** in consequence of the loss of the **LICENCE** but not exceeding the amount of the reduction in gross profit thereby avoided.

GROSS PROFIT

The combined value of the turnover, closing **Stock** and work in progress, less the combined value of opening **Stock** and work in progress and uninsured working expenses. The values of opening and closing stocks and work in progress will be calculated using **Your** usual accounting methods and make due provision for depreciation

INDEMNITY PERIOD

The period beginning with the loss of the **LICENCE** and ending no later than twelve months after during which the results of the **Business** shall be affected in consequence of the loss of **LICENCE**, provided that if the **Business** are disposed of within twelve months after the loss of **LICENCE** the **INDEMNITY PERIOD** shall terminate upon disposal.

LICENCE

The **Business** licence in force and granted in accordance with the relevant Licensing Act authorising the sale of alcohol by retail

RATE OF GROSS PROFIT

The rate which but for the loss of the **LICENCE** gross profit would have borne to turnover during the **INDEMNITY PERIOD** but subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **LICENCE** or which would have affected the **Business** had the loss of the **LICENCE** not occurred.

SAVINGS IN COSTS

Any sum saved during the **INDEMNITY PERIOD** in respect of the charges and expenses of the **Business** payable out of gross profit which may cease or be reduced in consequence of the loss of the **LICENCE**.

SHORTAGE IN TURNOVER

The amount by which the turnover during the **INDEMNITY PERIOD** shall, in consequence of the forfeiture, suspension or withdrawal of the **LICENCE**, fall short of the turnover which but for the loss of licence would have been achieved during the **INDEMNITY PERIOD**.

WHAT IS COVERED

The loss of gross profit suffered by **You** if the **LICENCE** in force is forfeited, suspended or withdrawn due to the operation of the Licensing Act, together with any resulting depreciation in value of the **Premises** should **You** be unable to obtain a further **LICENCE** within 12 months and **You** sell the **Premises**.

Basis of Settlement

We will pay **You** in accordance with Cover A and Cover B below if during the **Period of Insurance** the **LICENCE** is forfeited, suspended or withdrawn due to the operation of the relevant Licensing Act.

Cover A

The loss of **GROSS PROFIT** suffered by **You** during the **INDEMNITY PERIOD** and the amount payable shall be the aggregate of

- i. **SHORTAGE IN TURNOVER** less turnover from alternative trading multiplied by the **RATE OF GROSS PROFIT**
- ii. **ADDITIONAL EXPENDITURE** less **SAVINGS IN COSTS** but shall be subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **LICENCE** or which would have affected the **Business** had the loss of the **LICENCE** not occurred.
- iii. Professional accountants' charges being the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Cover B

The depreciation in value of the **Business** solely as a result of **You** selling the **Business** without a **LICENCE**, provided that **You** have been unable to obtain a **LICENCE** within twelve months of the date of the forfeiture, suspension or withdrawal of the **LICENCE**.



WHAT IS NOT COVERED

The following exclusions apply to this Section, in addition to the General Exclusions. **We** shall not be liable under this Section in respect of:

1. Loss arising from partial removal, suspension or any failure by the Licensing Authorities to grant any requested alterations of the **LICENCE** unless such partial removal, suspension or alteration is ancillary to the **LICENCE** being fully removed or suspended
2. Loss arising from:
 - a. Actual or proposed compulsory acquisition of any of the **Business**
 - b. Scheme or town or country planning improvement or redevelopmentwhether such loss is direct or indirect
3. Loss arising from alteration after the inception of this insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the **LICENCE** unless **We** confirm in writing that the insurance will apply after such alteration.
4. Loss arising from such refusal to renew a **LICENCE** which entitles **You** to claim compensation under any statute.
5. Loss arising from failure
 - a. other than for good cause to keep open the **Business** during the times stated on the operating schedule of the **LICENCE**
 - b. to maintain the **Premises** in good sanitary and general repair
 - c. to comply with any direction or requirement of the Licensing Authorities
6. Loss arising from forfeiture of the **LICENCE** occasioned wholly or in part by any act or omission by **You** or by **Your** failure to take all reasonable action to maintain the **LICENCE** in force
7. Loss arising from **Your** failure to apply for or follow the correct procedures for applying for a **LICENCE** under the regulations of the relevant Licensing Act

CONDITIONS

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid. These conditions apply to this section in addition to the general conditions.

1. **We** shall be entitled to appeal in **Your** name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. **You** shall give all such assistance as **We** may require
2. **You** shall give written notice to **Us** as soon as reasonably practicable of the forfeiture, suspension or withdrawal of any **LICENCE** or of any event likely to prejudice the **LICENCE** coming to **Your** knowledge stating (as far as is practicable) the grounds on which any order was made or the particulars of such event.
3. As soon as practicable after the forfeiture or withdrawal of a **LICENCE** **You** shall deliver to **Us** a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a Statutory Declaration of the truth and accuracy of such statement.
4. **You** shall notify **Us** of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn any **LICENCE** or which does or might occasion any disqualification. Subject to such notice **You** shall be deemed to have reaffirmed at each renewal date the information **You** provided at the inception of cover and contained in the **Insurance Schedule** and **Statement of Fact**.
5. **You** shall use due diligence to:
 - a. comply with the terms of the **LICENCE** in the provision of accommodation, food, refreshments and entertainment
 - b. comply with the standards required by the fire, planning and food hygiene authorities
6. **You** shall exercise against any **Employee** or agent who is responsible for the day-to-day running of the licensed **Premises** all rights powers and privileges which **You** may be entitled to exercise to protect any **LICENCE** against loss or to protect **Your** interest in the **Business**
7. **You** shall make all such applications as **You** may be entitled to do under the relevant Licensing Act to prevent the loss of the **LICENCE** by nonrenewal, forfeiture or withdrawal of the **LICENCE**
8. In the event of the death, bankruptcy or incapacity of any **Employee** or agent responsible for the day-to-day running of the licensed **Premises** or if such person shall abscond or be convicted of any offence **You** shall produce a suitable person to replace them.
9. No alterations shall be made to the **Premises** without the sanction of the licensing and other competent authorities nor shall any offer be made to surrender or discontinue any **LICENCE** without **Our** written consent



Section 5 – Business Interruption

This Section is only operative where **Business** Interruption is shown on **Your Insurance Schedule**.

WHAT IS COVERED

If **Damage** by any event covered under this insurance occurs during the **Period of Insurance** at the **Premises** to **Property Insured** under the property **Damage** section and used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**. **We** will pay to **You** the amount of the loss resulting from such interruption or interference in accordance with each item stated in the **Insurance Schedule**.

Basis of Settlement

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following:

1. in respect of reduction in **Gross Revenue** the sum produced by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** falls short of the **Gross Revenue**
2. in respect of Increase in cost of working the additional expenditure reasonably incurred in avoiding or minimising the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of the amount of the reduction thereby avoided.

The insurance in respect of increase in cost of working is limited to the additional expenditure necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**. Provided that **We** shall not be liable for more than 50% of the sum insured during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

Alternative trading

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services shall be taken into account in arriving at the turnover during the **Indemnity Period**.

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE COVER IS IN FORCE UNDER THE PROPERTY DAMAGE SECTION IN THE INSURANCE SCHEDULE.

What is covered:	What is not covered:
1. Fire, smoke, lightning, explosion and earthquake	<ul style="list-style-type: none"> • Damage to property caused by its undergoing any process involving the application of heat.
2. Civil commotion , strikers, locked-out workers or persons taking part in labour disturbances or malicious persons	<ul style="list-style-type: none"> • Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority. • Damage caused by Civil Commotion arising outside of England Scotland and Wales. • Damage arising from stoppage of work. • Damage in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation. • Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
3. Storm or flood	<ul style="list-style-type: none"> • Damage caused solely by change in the water table level. • Damage caused by frost, Subsidence, Ground Heave or Landslip. • Damage to fences, and gates and moveable Property Insured in the open
4. Escape of water from any tank, apparatus, pipe or appliance.	<ul style="list-style-type: none"> • Damage by water discharged or leaking from an automatic sprinkler installations. • Damage while the Premises are Unoccupied



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What is covered:	What is not covered:
5. Impact by <ul style="list-style-type: none"> a. any road vehicle including any fork lift truck or other industrial vehicle or b. an aircraft or other aerial devices or articles dropped from them or c. an animal 	
6. Accidental escape of water from any automatic sprinkler installation	<ul style="list-style-type: none"> • Damage while the Premises are Unoccupied • Damage by heat caused by fire.
7. Theft or attempted theft	<ul style="list-style-type: none"> • Damage to Property Insured in any part of the Building not occupied by You for the purpose of the Business or by You or any of Your directors, Employees or family members for private residential purposes. • Damage to lead forming part of the exterior of the Premises. • Damage to moveable Property Insured in the open. • Damage to property in any outbuilding. • Damage expedited or in any way brought about by You or by any of Your directors, partners or Employees. • Damage due to a person obtaining any Property Insured by deception. • Damage to securities of any description. • Damage due to disappearance or unexplained or inventory shortage
8. Subsidence, Ground Heave or Landslip	<ul style="list-style-type: none"> • Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course. • Damage occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the Premises. • Damage arising from normal settlement or bedding down of new structures. • Damage commencing prior to the granting of cover under this insurance
9. Oil escaping from a fixed heating installation or connected apparatus	
10. Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus	<ul style="list-style-type: none"> • The leakage of bottled Stock
11. Damage to fixed Glass , sanitary fittings or neon and illuminated signs and electric light fittings, forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair	<ul style="list-style-type: none"> • Damage as a direct result of alterations to the framework or position of any Glass or neon and illuminated signs and electric light fittings or sanitary ware • Damage while the Premises are Unoccupied • Damage existing prior to the commencement of this Insurance and not subsequently replaced
12. Falling radio, television or satellite aerials, their fittings and masts, lampposts, solar panels, telegraph poles, electricity pylons, poles or overhead cables	<ul style="list-style-type: none"> • Damage to the appliance or installation itself
13. Accidental Damage Damage from any cause not excluded by the terms, conditions and limitations of the Policy	<ul style="list-style-type: none"> • Damage by any of the Events 1 – 12 or the causes shown under 'Other than' for each of these Events (whether or not insured) • Damage to any Property Insured caused by i) its own faulty or defective design or materials ii) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause iii) faulty or defective workmanship, operational error or omission on Your part or that of Your Employees but this shall not exclude subsequent Damage which itself results from an insured Event.



What is covered:	What is not covered:
	<ul style="list-style-type: none"> • Damage caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects, change in temperature, colour, favour, texture or finish, joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping • mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or Equipment in which the breakdown or derangement originates but not <ul style="list-style-type: none"> o such Damage which itself results from other Damage which is covered by this Insurance o subsequent Damage which itself results from an insured event • Damage caused by Pollution or Contamination • Damage caused by acts of fraud or dishonesty • Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information • Damage to a Building or structure caused by its own collapse or cracking • Damage to fences, gates and moveable Property Insured in the open by wind, rain, hail, sleet, snow, flood or dust • Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair • Damage to Property Insured in transit • Damage to Money and securities of any description • Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling Stock and watercraft exceeding 8 metres in length or aircraft • Damage to Property Insured or structures in course of construction or erection and to materials or supplies relating to such Property Insured or structures.

EXTENSIONS TO COVER THIS INSURANCE ALSO COVERS:

1. Loss at Suppliers' Premises

Damage by any of the insured events to any suppliers' **Premises** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. The amount provided under this extension for any one **Period of Insurance** is limited to £10,000 or 10% of the **Gross Revenue** limit shown in the **Insurance Schedule** whichever is the less for any one loss

We will not provide cover for **Damage** at the **Premises** of any electricity, gas, water or telecommunication service supplier

2. Failure of Public Supply

Loss as a result of accidental failure of the public supply of:

- electricity at the terminal ends of the supply authority's service feeders at the **Premises**
- gas at the supply authority's meters at the **Premises**
- water at the supply authority's main stop cock serving the **Premises**.

The amount provided under this extension is limited to £10,000 or 10% of the **Gross Revenue** limit shown in the **Insurance Schedule** whichever is the less for any one loss

What is not covered:

- Loss as a result of an accidental total failure of the public supply lasting less than 30 consecutive minutes.
- Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.
- Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.



3. Disease, Murder, Suicide, Vermin and Pests

Loss as a result of

- a. closure or restrictions placed on the **Premises** on the order or advice of the competent authority as a result of a Specified Disease occurring at the **Premises**

For the purposes of this extension the following are defined as Specified Diseases:

Acute Encephalitis • Acute poliomyelitis • Anthrax • Chicken Pox • Cholera • Diphtheria • Dysentery • Erysipeloid • Legionellosis • Legionnaires Disease • Leprosy • Leptospirosis • Lyme Disease • Measles • Meningitis • Meningococcal septicaemia • Mumps • Ophthalmia Neonatorum • Paratyphoid fever • Puerperal fever • Rabies • Relapsing fevers • Rubella • Scarlet fever • Tetanus • Toxoplasmosis • Tuberculosis • Viral hepatitis • Whooping cough

- b. Injury or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- c. closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate as a result of defects in the drains and other sanitary arrangements at the **Premises**
- d. murder or suicide occurring at the **Premises**
- e. vermin and pests at the **Premises**.

The amount provided under this extension is limited to £10,000 or 10% of the **Gross Revenue** limit shown in the **Insurance Schedule** whichever is the less for any one **Period of Insurance**.

For the purpose of this extension **Indemnity Period** is defined as

The period during which the results of **Your Business** are affected due to the **Accident**, occurrence or discovery starting from the date the **Premises** are closed or their use restricted and ending not later than 3 months.

4. Denial of Access and Loss of Attraction

Damage to Property Insured within one mile of the boundary of the **Premises** by any of the insured events which

- a. hinders or prevents the use of the **Premises** or access to them or
- b. causes a fall in the number of customers attracted to the vicinity of the **Premises** whether the **Property Insured** used by **You** for the purpose of the **Business** shall be damaged or not.

The amount provided under this extension is limited to £10,000 or 10% of the **Gross Revenue** limit shown in the **Insurance Schedule** whichever is the less for any one **Period of Insurance**.

For the purpose of this extension **Indemnity Period** is defined as:

The period during which the results of **Your Business** are affected due to the **Accident**, occurrence or discovery starting from the date the **Premises** are closed or their use restricted and ending not later than 3 months.

What is not covered:

- Loss as a result of obstruction by snow or flood water.
- Loss as a result of **Damage** which prevents or hinders the supply of electricity, gas, water or telecommunications services.
- Loss as a result of any interruption or interference lasting less than 72 consecutive hours
- Loss as a result of any actions taken in controlling, preventing or suppressing the spread of disease.

5. Telecommunications System

Loss as a result of accidental failure of the telecommunications system serving the **Premises** at the incoming telephone line terminals at the **Premises**

What is not covered:

- Loss as a result of accidental failure of satellite or mobile phone services.
- Loss as a result of total failure of service lasting less than 24 consecutive hours.
- Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
- Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
- Loss as a result of upgrading the System by **You** whether or not undertaken by the telecommunications authority
- Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority

The maximum **We** will pay under this extension is £250 per day or £2,500 in total during any one **Period of Insurance**

6. Property Insured at other locations and in transit

Damage by any insured Event to

- a. documents and **Business** books whilst removed from the **Premises** to any location and while in transit within the **Territorial Limits** shown in the **Insurance Schedule** for **Contents** temporarily removed
- b. any other **Property Insured** (excluding vehicles licensed for road use)
 - i. whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within the **Territorial Limits** shown in the **Insurance Schedule** for **Contents** temporarily removed
 - ii. in transit to and from the **Premises** in a vehicle owned or operated by **You** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.



What is not covered:

- Loss as a result of **Damage** to the conveying vehicle or craft by impact

The amount provided under this extension is limited to £10,000 or 10% of the **Gross Revenue** limit shown in the **Insurance Schedule** whichever is the less for any one loss

WHAT IS NOT COVERED

The following exclusions apply to this Section, in addition to the General Exclusions. **We** shall not be liable under this Section in respect of:

1. Any claims where payment must have not been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the property or payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.
2. **Pollution and Contamination**
Loss as a result of **Damage** caused by **Pollution or Contamination** but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by A) **Pollution or Contamination** which itself results from any Event B) any event insured (other than Event 13 (Any other **Accident**)) which itself results from **Pollution or Contamination**.
3.
 - a. **Cyber attack;**
 - b. **Hacker;**
 - c. **Computer or digital technology error;**

or any fear or threat of or any action taken in controlling, preventing, suppressing, responding or in any way relating to the above. This does not apply where there is a valid claim for **Cyber attack**, **Hacker**, or **Computer or digital technology error** under the Property **Damage** section of the **Policy**.



Section 6 – Money

This Section is only operative where **Money** is shown on **Your Insurance Schedule**.

WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule** **We** will provide cover for:

a) **Negotiable Money**

Loss of **Negotiable Money** described up to the Limit of Liability any one loss as shown in the **Insurance Schedule** for which belongs to **Your** or **You** are responsible for whilst in connection with the **Business** whilst:

- I. in **Your Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank **Premises** until at the bank's risk
- II. in **Your Premises** out of **Working Hours** whilst in a locked safe or strongroom
- III. in **Your** residence or that of **Your** directors, partners or **Employees**

b) **Non-Negotiable Money**

Loss of **Non-Negotiable Money** up to £50,000

c) **Damage** to clothing and personal effects belonging to **You** or any of **Your** directors, partners or **Employees** following a robbery or attempted robbery whilst engaged in the **Business**

WHAT IS NOT COVERED:

The following exclusions apply to this Section, in addition to the General Exclusions. **We** shall not be liable under this Section in respect of:

1. Any applicable **Excess**
2. Theft by any of **Your** directors, partners or **Employees** unless the theft is discovered and reported to the police within seven working days of the occurrence.
3. Theft from an unattended vehicle
4. Loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
5. Loss resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
6. Loss outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
7. Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
8. Loss of **Money** resulting directly or indirectly from, or in connection with virus or similar mechanism, denial of service attack, unauthorised access to or use of **Computer or digital technology**
9. Any loss of **Money** arising as a result of a **Cyber attack**, **Computer or digital technology error**, **Hacker** or **Social engineering communication**
10. Any loss arising from **Civil Commotion**.



General Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. **You** must tell **Us** as soon as practicably possible of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance** including but not limited to any change to **Your Business** description or activities, any change to the Insured Persons or any changes needed to **Your** sums insured
2. Alteration of Risk
If there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, **Damage, Accident** or injury, or **Your** interest ceases except by will or operation of law, **We** will at **Our** option avoid the **Policy** from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration
3. **You** must exercise reasonable care to prevent **Accident**, injury, loss or **Damage** and at all times act as if uninsured
4. Firework Displays and Bonfires
You must ensure in connection with firework displays or bonfires organised by **You** that,
 - a. **You** consult the relevant authorities at least seven days before the event
 - b. **You** comply with any recommendations or instructions of the
 - (a) relevant authorities
 - (b) fireworks manufacturers
 - c. **You** organise the event in accordance with guidance from the Health and Safety Executive
 - d. Fireworks used must be obtained from an entity complying with the firework regulations concerning the manufacture and supply of fireworks and not be modified in any way
 - e. The display and bonfire must be at least 100 metres away from
 - i. The **Premises**
 - ii. Vehicles owned by **You**
 - iii. Flammable or other Dangerous Substances as defined in The Dangerous Substances and Explosive Atmospheres Regulations 2002 and all combustible materials
5. Saunas, steam rooms and Turkish baths
All saunas, steam rooms and Turkish baths must be:
 - a. Physically switched off at the power source to all sources of heat by the duty manager or a nominated senior staff member at the close of each and every period during which the **Premises** have been open to the public
 - b. Inspected internally and externally by the duty manager or a nominated senior staff member and any loose or unfixed combustible materials removed before being switched on and at the close of each and every period during which the **Premises** have been open to the public and at two hourly intervals throughout each and every period during which the **Premises** are open to the public.
 All inspections verifying these actions must be recorded in writing by the duty manager or nominated senior staff member responsible and the written records must be checked weekly by the management for compliance with these requirements.
6. The due observance and fulfilment of all terms and conditions of this insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this insurance
7. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
8. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this insurance shall become void and all claims hereunder shall be forfeited
9. Under Insurance
A proportionate reduction in any claims settlement will be made in the event that the sums insured do not represent the full reinstatement cost. For example, if the sum insured on the **Policy** represents 50% of the full reinstatement cost, 50% of the claim will be payable under this **Policy**.
10. If there is any other insurance covering the same claim or would have covered the claim but for the existence of this **Policy**, **We** will not make any payment under Public and Products Liability, Management Liability and Employers' Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim. Important note This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this **Policy**) and determines how those insurance policies apply.
11. If **You** comprise of more than one party, each operating as a separate and distinct entity, the **Policy** shall apply in the same manner and to the same extent to each party as if they were separately and individually insured. Provided that, for the purposes of the Total Sum Insured or Limit of Liability or any amount payable stated in **Your Insurance Schedule** or elsewhere in this **Policy** (as the case may be), all of the parties insured under this **Policy** shall be treated as one party so that there shall be only a single contract of insurance between **Us** as one party and **You** as the other party



12. Non-Disclosure, Misrepresentation or Misdescription

- a. Before this **Policy** was entered into If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this **Policy** was entered into, then:
 - i. where the breach was deliberate or reckless, **We** may avoid this **Policy** and refuse all claims, and keep all premiums paid;
 - ii. where the breach was neither deliberate nor reckless, and but for the breach:
 1. **We** would not have agreed to provide cover under this **Policy** on any terms, **We** may avoid this **Policy** and refuse all claims, but will return any premiums paid;
 2. **We** would have agreed to provide cover under this **Policy** but on different terms (other than premium terms), **We** may require that this **Policy** includes such different terms with effect from its commencement and/or
 3. **We** would have agreed to provide cover under this **Policy** but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to The Insurance Act 2015.
- b. Before a variation was agreed If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this **Policy** was agreed, then:
 - i. where the breach was deliberate or reckless, **We** may cancel this **Policy** with effect from the date of the variation, and keep all premiums paid.
 - ii. where the breach was neither deliberate nor reckless, and but for the breach:
 1. **We** would not have agreed to the variation on any terms, **We** may treat this **Policy** as though the variation was never made, but will return any additional premiums paid
 2. **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 3. **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to The Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**

13. Where **You**, including anyone within the meaning of **You** or **Insured Person** in any section of the **Policy** are entitled to cover under more than one section of the **Policy** in respect of the same claim or loss, or any part of a claim or loss, **We** shall only provide cover under one section of the **Policy**, being the section that provides the most advantageous cover to **You** or the party entitled to cover.
14. This **Policy** is exclusively governed by the laws and jurisdiction of the courts of England and Wales.
15. Where more than one insurer and/or Lloyd's syndicate is party to this **Policy**, the liability of an insurer or syndicate under this **Policy** is several and not joint with any other insurers or syndicates party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **You**, on request, with details of the insurers/syndicates who are party to this **Policy** and the proportions of liability they have underwritten.



General Exclusions

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any accidental **Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Anything which occurred before the **Period of Insurance**. This does not apply to claims for **Abuse or molestation** which occurred after the **Abuse or molestation** retroactive date.
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - a. i. war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, assuming the proportions of or amounting to an uprising, military or usurped power
 - ii. mutiny or military uprising, martial law
 - b. nationalisation, confiscation, requisition, seizure, **Damage** or destruction by or by order of any government or any local or public authority, and
 - c. any action taken in controlling, preventing, suppressing or in any way relating to (3) (a) and/or (3) (b) above
 However,
 - (1) exception (3) (a) (ii) shall only apply in respect of the Property **Damage**, when insured by this **Policy**
 - (2) exceptions (3) (a) (b) and (c) do not apply to the Employers' Liability Section, when insured by this **Policy**
 - (3) exception (3) (b) does not apply to the Public and Products Liability Section when insured by this **Policy**.
4. **Terrorism**. This does not apply to:
 - a. the Public and Products Liability section of the **Policy** however the most **We** will pay under that section in respect of claims arising from **Terrorism** is the lesser of the Public and Products Liability section limit stated in the **Insurance Schedule** or £2,000,000 in total during the **Period of Insurance**.
 - b. The Employers' Liability section of the **Policy** however the most **We** will pay under that section in respect of claims arising from **Terrorism** is £5,000,000 for any one event.
5. Death or disablement, loss or destruction of or **Damage** to any **Property Insured**, any loss or expense whatsoever, any consequential loss or legal liability directly or indirectly cause by or contributed to by or arising from
 - a. i. ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating property of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - b. The use of any weapon or device
 - i. dispersing radioactive material and/or ionising radiation, or
 - ii. using radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the **Premises** (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purpose they were intended.
 However,
 - a. Exception (5) (b) does not apply to the Employers' Liability, Public and Products Liability Sections when insured by this **Policy**
 - b. In relation to the Employers' Liability Section, exception (5) (a) only applies when **You** under a contract or agreement have undertaken to
 - (a) indemnify another party, or
 - (b) assume the liability of another party.
6. An outbreak of any disease which is classified by the World Health Organisation as a Pandemic
7. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
8. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**)
9. Any loss or **Damage**:
 - a. deliberately caused by; or
 - b. arising from a criminal act caused by; **You** or any other person living with **You**.
10. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
11. Any claims brought against **You** in any country or jurisdiction outside of the United Kingdom
12. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any **Pollution or Contamination** shall also form part of this exclusion and shall not be recoverable under this Insurance



14. Loss or **Damage** caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by Customs or other authority.
16. Any claim which arising directly or indirectly from or consisting of the failure or inability of
 - a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
 - b. media or systems used in connection with anything referred to in (16) (a) above

whether **Your** property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- a. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- b. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- a. **We** will not exclude any claim for subsequent loss or destruction of or **Damage** to any property or consequential loss which itself results from a Defined Contingency arising under the Property **Damage** and **Business** Interruption Section, but only to the extent that such claim would otherwise be insured under that Section.
- b. exceptions (16) (a) and (16) (b) do not apply to the Employers' Liability Section when insured by this **Policy**.

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, **Civil commotion**, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

17. Any claims caused by or in connection with
 - a. Play inflatables unless they are owned and operated by a third party with their own insurance
 - b. Soft play - recreational area or facility designed for children featuring soft and cushioned play equipment
 - c. Trampoline parks
 - d. Overseas activities other than attendance at competitions, meetings, conferences, **Exhibitions**
 - e. Providing residential facilities unless those facilities are camping, holiday camping or youth hostel stays for up to 7 nights
 - f. Use of welding or cutting equipment/torches, chainsaws or powerlifting, metal working or woodworking machinery (other than powered hand tools)
 - g. Professional sports clubs where the players receive more than 50% of their annual income from playing the sport
 - h. Racing, horse-riding or hunting and other animal sports
 - i. Motor activities
 - j. Use of airborne lanterns
18. Any claims brought against **You** in the courts of any country or jurisdiction outside of England and Wales
19. **Solar weather** including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.

20. SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover nor shall **We** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

21. Any loss caused or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.



a fresh approach to insurance

Complaints Procedure

Our commitment to customer service

We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

HOW TO COMPLAIN

Please quote Your Policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily. If You are unhappy with any element of the cover We provide or any aspect of Our service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none">Email - customer.care@davies-group.comPost – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DNPhone – 01782 339128 Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Ripe Insurance: <ul style="list-style-type: none">Email – complaints@ripeinsurance.co.ukPost – Ripe Insurance, The Royals 353 Altrincham Road, Manchester, M22 4BJPhone – 0344 274 3262

COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future

Once Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

IF YOU ARE STILL NOT HAPPY

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, South Quay Plaza. 183 Marsh Wall, London E14 9SR
- Telephone: 0800 0234567 (Calls from UK landlines and mobiles are free) or 0300 1239123 (for mobile users)
- Website: www.financial-ombudsman.org.uk

You have the right to refer Your complaint to the Financial Ombudsman, free of charge, but You must do so within six months from the date of the final response letter. If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances.

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

THANK YOU FOR YOUR FEEDBACK

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If We are unable to meet Our financial obligations You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk



a fresh approach to insurance

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **Your** personal information will be listed in the documentation **We** provide to **You**. If **You** are unsure **You** can also contact **Us** at any time by telephoning **01904 681198** or by emailing **Us** at dataprotectionofficer@hiscox.com.

We collect and process information about **You** in order to provide insurance policies and to process claims. **Your** information is also used for **Business** purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators or fraud prevention agencies.

We may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** privacy **Policy** at www.hiscox.co.uk/cookies-privacy



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