



中国太平
CHINA TAIPING



Shops Insurance Policy

Underwritten by
CHINA TAIPING INSURANCE (UK) CO LTD

INTRODUCTION

Thank You for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so We can give You the peace of mind You deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so We have over 30 years of experience in the UK market. Our parent Company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance Company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority (PRA) and Regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in the UK to underwrite general insurance and reinsurance policies. Financial Services Register number: 202690.

We strictly adhere to the principals of prudent business underwriting and We transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand Your trade and Your challenges as a business owner so We are confident that We can protect Your business against the insured risks and give You the peace of mind You need.

We also have an excellent professionally trained in-house claims team who understand Your needs and will diligently and sincerely listen to You so as to provide You with the best solutions to get Your business back on track as soon as possible after a loss.

If You would like to find out more about Us please visit Our website at:

www.uk.cntaiping.com



Yamei Yang
Chief Executive

China Taiping Insurance (UK) Company Ltd
(Registered in England and Wales – Company Registration no: 1766035)

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YOUR POLICY AND INSURING CLAUSE

Your Policy

This is your Shops Policy and confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises the proposal or similar application form when applying for the insurance, this **policy** wording and the **policy schedule** and **endorsements** applicable; and must be read together as one document.

Please examine this **policy** carefully to ensure you understand its terms and conditions and it provides the cover you require. Immediate notification should be made if **you** think there are amendments to be made or new circumstances arise that would affect **your** insurance as stated in **General Condition 2**.

Should you have any query please contact your insurance adviser or CHINA TAIPING INSURANCE (UK) CO LTD.

Insuring Clause

In consideration of the insured having paid, or agreed to pay, the premium required, the **company** will indemnify the **insured**, in accordance with the cover detailed in those **Sections** shown as operative in the **schedule**, and occurring in connection with the business during the **period of insurance**, or any subsequent period for which the **company** agrees to accept payment of the premium.

Each Section of the **policy**, the **schedule** and any **endorsement(s)**, together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.



Yamei Yang
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd
Registered Office: 2, Finch Lane, London EC3V 3NA
Authorised by the Prudential Regulation Authority and
Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number: 202690

CARING FOR OUR CUSTOMERS

We make every effort to deliver a high-quality service to our policyholders. If **you** have a complaint about our service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint you should contact:
The Compliance Officer
China Taiping Insurance (UK) Company Limited, 2 Finch Lane,
London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com
3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve your concerns in three working days but if we are unable to do so we will confirm to **you** that we have received your complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to your complaint in writing or, if it is not possible to respond within that time, **we** will inform you in writing within twenty business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.
6. If **we** have not completed our investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that you may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:
Financial Ombudsman Service Exchange Tower
Harbour Exchange Square London
E14 9SR
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones
(If you are calling from outside of United Kingdom: 0044 20 7964 0500)
Fax: 020 7964 1001
e-mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer your complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of our Final Response. 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. For example, if it believes that the delay was as a result of exceptional circumstances.

MAKING A CLAIM

We pride ourselves on our service which provides a prompt and professional handling of claims. Claims are dealt with by knowledgeable and helpful staff who are able to discuss your claim, give you advice and reassurance and ensure that it is handled in a fair and efficient manner.

Where a loss adjuster is appointed to deal with a claim he/she will be required to

- i) act impartially and
- ii) deal with the claim in a courteous and professional manner.

We judge the performance of loss adjusters upon the service they provide to customers.

IMPORTANT

So that you should not find a claims settlement reduced under Special Provision 3 please remember to advise us if the Seasonal Increase under Special Provision 1 proves insufficient to cover the rise in value of your property.

SPECIAL PROVISIONS

1. Seasonal Increase

The sums insured in respect of item (a) on stock under Section 1 Contents will be automatically increased by 25% for each of the calendar months detailed in the schedule or on proposal form.

2. Reinstatement of the Sum Insured

In the event of a claim for an amount not exceeding £2,000 the sum insured shall not be reduced by the amount of the loss, destruction or damage. In the event of all other claims the sum insured shall be reduced by the amount of the loss, destruction or damage until the next renewal of the policy unless the company agrees on payment of an additional premium to reinstatement of the sum insured.

3. Average

If on the happening of loss, destruction or damage a sum insured under Sections 1, 3, 8, 9 or 10 is less than the value of the property covered including (for Sections 1 and 8) the cost of removal of debris and (for Section 8) architects' and surveyors' fees the amount payable shall be proportionately reduced.

4. Excess

The company will not be liable for the first £250 of each claim as shown in the schedule for loss, destruction or damage under Sections 1,2,7,8,9 and 10 together as ascertained after the operation of Special Provision 3 - Average where applicable.

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

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

GENERAL DEFINITIONS

The Business

The **insured's** business or profession as stated in the **schedule**.

The Premises

That part of the **premises** at the address stated in the **schedule** used by the **insured** in connection with the **business**.

Damage

Loss, destruction or damage.

Unoccupancy

Unoccupancy shall mean wholly unoccupied mainly unoccupied or not in use.

Data

Information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a computer system.

Computer Systems

Any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility owned operated by or held in trust by **you**.

SECTION 1 - CONTENTS

Cover

1. The **company** will indemnify the **insured** in respect of **damage** to the **contents**
 - (a) whilst in the **premises**
 - (b) (other than stock and goods in trust) temporarily removed anywhere within Great Britain, Northern Irelandoccurring during the **period of insurance** by
 - (i) **Fire explosion lightning**
 - (ii) **Theft** involving entry to or exit from the **premises** by forcible and violent means or following assault or violence or threat thereof to the **insured** or any member of the **insured's** household or the **insured's** employees
 - (iii) **Storm or flood** (other than frost subsidence ground heave or landslip)
 - (iv) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
 - (v) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessation of work and loss destruction or damage in Northern Ireland)
 - (vi) **Malicious persons** other than theft or damage in furtherance of theft
 - (vii) **Aircraft** and other aerial devices or articles dropped from them
 - (viii) **Earthquake**
 - (ix) **Impact** by road or rail vehicles
 - (x) **Escape of oil** from a fixed oil fired heating installation
 - (xi) **Breakage or collapse** of radio or television aerials
 - (xii) **Falling Trees or parts thereof**, other than loss or damage caused by or as a direct result of felling or lopping of trees for or on behalf of the Insured.
2. The **company** will also indemnify the **insured** respect of
 - (a) damage to the fabric of the **premises** (other than outbuildings) arising from theft or attempted theft involving entry or exit by forcible and violent means provided that the Insured is responsible for the repairs and is not specifically insured elsewhere
 - (b) accidental damage to underground pipes services and cables provided the **insured** is responsible for the repairs
 - (c) the cost of removing debris of the property insured by this Section from the site of the damage or the immediately adjacent area following destruction or damage covered by this Section
 - (d) The costs incurred in the necessary replacement of any locks of the Premises other than locks of any safe following theft of keys to such locks

- (i) from the Premises or the private residence of the Insured or any employee authorised to hold such keys
- (ii) involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's family provided that the liability of the Company shall not exceed £500 any one loss occurring during the Period of Insurance.

LIMITS

The amount payable in any one Period of Insurance is limited as follows

- | | |
|---|--|
| 1. Property (other than stock and goods Contents in trust) temporarily removed) | 15% of the Sum Insured on Contents in trust) (other than stock and goods in trust) |
| 2. Computer Systems records | £1,000 |
| 3. Any one employee's personal effects | £500 (including pedal cycles) |
| 4. Any other claims | the corresponding Sums Insured/limits in the Schedule |

CLAIMS SETTLEMENTS

1. **Claims** for the total loss or destruction of **contents** (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of replacement by property similar to but no better or more extensive than the **contents** when new
2. **Claims** for damage to **contents** (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **contents** when new
3. **Claims** for documents manuscripts and business books will be settled on the basis of the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the **insured** of the information contained in them
4. **Claims** for **computer systems** records will be settled up to the limit shown on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **insured** of the **data** contained in them
5. **Claims** for patterns models moulds plans and designs will be settled on the basis of the value of the material together with the cost of labour expended in reinstatement
6. All other claims will be settled on the basis of indemnity and will be subject to adjustment for wear and tear

DEFINITIONS

Contents

1. All trade contents belonging to the **insured** or for which the Insured is responsible in the **premises** including stock in trade wines spirits cigars cigarettes tobacco interior decorations tenants improvements building owners fixtures and fittings and shop fronts for which the **insured** is responsible
2. Documents manuscripts and business books

3. **Computer systems** records
4. Patterns models moulds plans and designs

EXCEPTIONS

This Section does not cover

1. any item for which there is no **sum insured** in the **schedule**
2. damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the **insured** (but this exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
3. damage to electrical equipment by short circuiting or overrunning not resulting in fire
4. damage to gaming machines
5. theft from any yard garden open space or outbuilding
6. damage by storm or flood to moveable property in the open
7. damage to stock at or below ground floor level of the premises caused by storm or flood or escape of water from water tanks apparatus or pipes or escape of oil from a fixed oil fired heating installation unless the stock is on stillage at least six inches above the floor
8. damage to **contents** due to water ingress which arises in consequence of a flat roof
9. deeds bonds promissory notes or **money** as defined in Section 4
10. damage or the cost of removing debris arising from pollution or contamination
 - (a) by any event not insured by this Section
 - (b) to property not insured by this Section
11. damage attributable solely to change in the water table level

SECTION 2 - GLASS

COVER

The **company** will indemnify the **insured** for

1. breakage of fixed glass (the property of the Insured or for which the Insured is responsible) at the **premises** and the reasonable cost of any necessary boarding up
2. damage to window frames framework fittings and displays resulting from such breakage
3. damage to sanitaryware by breakage or fracture of such a nature as to render such article totally unserviceable
4. damage to fixed signs canopies and external blinds at the **premises**.

occurring during the **period of insurance**

Limit 5% of **contents sum insured** unless otherwise stated in **schedule**

EXCEPTIONS

This Section does not cover

1. chipping cracking wear and tear or other deterioration of sanitaryware
2. disfiguration or damage other than fracture extending through the entire thickness of the glass
3. breakage of the glass during its removal or during work on or alteration to it or its framework beadings or other fittings
4. domestic glassware and glassware forming part of the Insured's stock in trade or stained glass
5. (a) damage to neon tubing unless the glass is fractured
(b) loss or damage arising from wear and tear mechanical or electrical breakdown and any process of repair removal or erection of neon signs or any part thereof
(c) loss or damage resulting from worn or defective fastenings to neon signs canopies or external

SECTION 3 – LOSS OF INCOME

COVER

The **company** will indemnify the **insured** for

1. (a) loss of Income and
(b) additional expenditure resulting from
 - (i) **Damage**
 - (a) insured by Sections 1 or 2
 - (b) to the **property** (as defined in Section 8) and caused by any of the events itemised under paragraph 1 of **cover** in Section 8 and not otherwise excluded
 - (c) to property in the vicinity of the **premises** preventing or hindering the use of the **premises** or access to them and caused by any of the events itemised under paragraph 1 of **cover** in Section 1
 - (d) to the **insured's** books of account or other business books or records and the amount payable as indemnity shall not exceed
 - i) the difference between
 - a) the loss of Income and
 - b) the total of the amounts received or traced in respect thereof
 - ii) the additional expenditure necessarily and reasonably incurred with the previous consent of the company in tracing or establishing the outstanding Income after the loss destruction or damage
 - (ii) (a) any occurrence of a **notifiable disease** at the **premises** or attributable to food or drink supplied from the **premises**
(b) any discovery of an organism at the **premises** likely to result in the occurrence of a **notifiable disease**
(c) any occurrence of a **notifiable disease** within a radius of 25 miles of the **premises**
 - (iii) the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
 - (iv) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
 - (v) any occurrence of murder or suicide at the **premises** or within a secured area under control of the police authorities
 - (vi) **ccidental failure of public supplies of electricity gas or water** at the terminal ends of the public supply undertakings feed to the premises not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply.

occurring during the **period of insurance** and the amount payable as indemnity shall be

- (a) the shortfall between the Income received during the Indemnity Period and the Income which would have been received but for the Damage
- (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided

less any sum saved during the **indemnity period** on business expenses or charges which cease or reduce as a result of the **damage**

If during the **indemnity period** the **insured** or others acting on the **insured's** behalf sells goods or performs services away from the **premises** for the benefit of the **business** any money paid or payable for such sales or services shall be taken into account in arriving at the **income** during the **indemnity period**

2. the reasonable charges payable by the **insured** to their professional accountants for producing any particulars in the **insured's** books of account or other business books or documents or any other information required by the **company** under the terms of General Condition 4(d) and for reporting that such particulars are in accordance with the **insured's** books of account or other business books or documents

LIMITS

The amount payable in any one **period of insurance** shall not exceed the **sum insured** stated under Section 3 in the **schedule**

To the extent that the **insured** is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax

DEFINITIONS

Income

The money paid or payable to the **insured** for goods sold and delivered (less the net purchase price of such goods) and for services rendered in the course of the **business** at the **premises**

Notifiable Disease

Illness sustained by any person resulting from

- (i) food or drink poisoning, or
- (ii) any human infectious or human contagious disease specifically detailed below: Acute encephalitis • Acute poliomyelitis • Anthrax • Cholera • Diphtheria • Dysentery • Food poisoning • Leprosy • Leptospirosis • Malaria • Measles • Meningitis: meningococcal, pneumococcal, haemophilus influenzae, viral • Meningococcal septicaemia (without meningitis) • Mumps • Ophthalmia neonatorum • Paratyphoid fever • Rubella • Scarlet fever • Smallpox • Tetanus • Tuberculosis • Typhoid fever • Typhus fever • Viral haemorrhagic fever • Viral hepatitis: Hepatitis A, Hepatitis B, Hepatitis C • Whooping cough • Yellow fever.

Indemnity Period

- (a) in respect of 1(i) of **cover**

The period beginning with the occurrence of the loss destruction damage or event and lasting no longer than 12 months thereafter during which the results of the **business** shall be affected by the loss or damage

- (b) in respect of 1(ii), (iii), (iv), (v) and (vi) of **cover**

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

EXCEPTIONS

This Section does not cover

1. loss resulting from explosion (whether caused by fire or otherwise) of plant (other than boilers or economisers on the **Premises**) designed to operate under steam pressure and belonging to or under the control of the **Insured** (but this exception shall not apply to damage by fire resulting from explosion)
2. any loss arising under **cover 1 (i) (a)** unless a payment is made or liability admitted under Sections 1 or 2
3. any loss arising under **cover 1 (i) (b)** unless a payment is made or liability is admitted under a material damage insurance covering the **insured's** interest in the **property** (as defined in Section 8)
4. in respect of 1 (ii), (iii), (iv), (v) and (vi) of **cover**
 - (i) any costs incurred in the cleaning repair replacement recall or checking of **contents** (as defined in Section 1) or **property** (as defined in Section 8)
 - (ii) any loss arising from **premises** which have not been directly subject to an incident referred to in 1 (ii), (iii), (iv), (v) and (vi) of **cover**
5. in respect of 1 (i) of **cover** loss resulting from pollution or contamination except loss resulting from pollution or contamination at the **premises** caused by **damage** as defined in paragraph 1 (i)
6. loss attributable solely to change in the water table level
7. any loss arising from the first two hours failure of supply as provided in **cover 1 (vi)**

SECTION 4 - MONEY

COVER

The **company** will indemnify the **insured** for

1. loss of **money** as defined herein pertaining to the **insured's** business
 - (a) in the **premises**
 - (b) in transit
 - (c) at any of the **insured's** sites of contract during business hours
 - (d) in bank night safes until removed by a bank official
 - (e) in the private residences of the **insured** and the **insured's** employees anywhere in Great Britain Northern Ireland
2. **Damage** to any safe in the **premises** arising from any attempt to steal **money** from it
3. **Damage** to money belts waistcoats cash-carrying cases and similar cash-carrying devices designed for the safe carriage of **money** arising out of theft or attempted theft occurring during the **period of insurance**

LIMITS

The liability of the **company** for one or more occurrences arising directly or indirectly from one source or original cause is limited as follows

1. **Money** in transit to and from the bank, post office or buildings society
and in the premises during business hours.....£ 2,000
2. **Money** in the private residences of the Insured or any authorised employee
of the Insured and **money** in transit other than as described in '1' above.....£ 500
3. Crossed cheques crossed giro cheques crossed bankers' drafts
crossed giro drafts crossed money orders crossed postal orders
stamp franking machine unused units stamped National Insurance cards
National Savings certificates premium bonds credit card sales vouchers
and VAT purchase invoices.....£ 500,000
4. **Money** (other than **money** described in '3' above) in the **premises** when closed for business
 - (a) contained in locked safe(s).....£ 1,000*
 - (b) not contained in locked safe(s).....£ 250
5. Any other loss of **money**.....£ 2,000

*or as varied in the **schedule** or endorsement hereto

SPECIAL CONDITION

It is a condition precedent to liability that

1. whenever the **premises** are closed for **business** all the keys and records of combination code(s) of the safe(s) be removed from the **premises** except while the **insured** or an authorised employee is actually therein
2. if the person(s) holding the keys and records of combination code(s) resides in a residence adjoining or communicating with the **premises** the keys and records of combination code(s) be removed from the residence whenever such residence is left unattended
3. the till or any cash register be left open and empty whenever the premises are closed for business

DEFINITION

Money

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

EXCEPTIONS

This Section does not cover

1. loss due to the fraud or dishonesty of any employee of the **insured** unless the loss is discovered within seven days of its occurrence
2. shortage due to errors or omissions in receipts payments or accountancy
3. loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
4. interruption of the Business or any other consequential loss
5. money in any note coin or token operated machine
6. theft of money from unattended vehicles

SECTION 5 - ASSAULT

COVER

The **company** will under 1 described below indemnify the **insured** up to the limit stated and under 2 described below pay to the Insured the relevant benefits if during the **period of insurance** an **insured person** in the course and arising out of the **business** and as a direct result of assault or violence or threat thereof

	Benefit
1. sustains loss of or damage to clothing and personal effects - up to.....	£ 500
2. sustains bodily injury resulting directly and independently of any other cause within two years in	
(a) death.....	£ 25,000
(b) loss of one or more limbs and/or sight of one or both eyes.....	£ 25,000
(c) permanent total disablement from attending to any and every occupation.....	£ 25,000
(d) temporary total disablement from attending to the whole of his/her usual occupation	
- during such disablement at the rate per week of-----	£ 100

provided that

1. benefit shall not be payable
 - (i) under more than one of 2(a) 2(b) or 2(c)
 - (ii) under 2(c) until the expiry of two years from the date of disablement
 - (iii) under 2(d) for any disablement for which benefit is payable under 2(a) or 2(b) except in respect of the period prior to benefit becoming payable under 2(a) or 2(b)
 - (iv) under 2(d) for more than two years from the date of disablement
2. in connection with any claim under 2 above an **insured person** shall if required submit him/herself to medical examination at the expense of the **company**

SPECIAL PROVISION

Assignment

The benefits payable under this Section are not assignable **payment** of any benefit shall be made only to the **insured** unless the **insured** shall request that the payment be made direct to an **insured person** in either event his/her receipt shall be a discharge to the **company**. This option shall apply to the weekly benefit only

DEFINITIONS

Insured Person

The Insured or any director partner or employee of the Insured aged between 15 and 70 years

Loss of Limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

Loss of Sight

Total and irrecoverable loss of sight

SECTION 6 – LIABILITY TO OTHERS

COVER

1. The **company** will indemnify the **insured** for all sums which the **insured** becomes legally liable to pay as damages in respect of
 - (a) bodily injury (including death or disease) to any person except bodily injury sustained by an **employee** arising out of and in the course of the **employee's** employment or engagement by the Insured
 - (b) loss of or damage to property
 - (c) trespass nuisance or any interference with any right of way light air or water occurring within the **geographical limits** during the **period of insurance** in connection with the **business** which for the purposes of this Section shall not include manual work away from the **premises** other than the collection or delivery of **products**

The indemnity provided above shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within the **geographical limits** disposed of by the **insured** prior to the occurrence of the bodily injury or damage to property giving rise to liability

- (d) bodily injury (including death or disease) sustained by an **employee** arising out of and in the course of the **employee's** employment or engagement by the **insured** and caused within the **geographical limits** during the **period of insurance**
- (e) charges of wrongful arrest false imprisonment or slander made against the **insured** and arising from an allegation by the **insured** or an **employee** of shoplifting or other improper conduct by any person (other than an **employee**) at the **premises** during the **period of insurance** provided that the total amount of damages exceeds £ 100

The **company** will also pay **legal costs** and **solicitor's fees**

The indemnity granted by paragraph 1(d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to **employees** in Great Britain (and Northern Ireland the Isle of Man and the Channel Islands insofar as this clause applies to those territories) but the **insured** shall repay to the **company** all sums paid by the **company** which the **company** would not have been liable to pay but for the provisions of such legislation

2. At the request of the **insured** named in the **schedule** the **company** will subject to the terms exceptions and conditions of this Section indemnify any director or **employee** of the **insured** in respect of legal fees and expenses incurred with the written consent of the **company** whether or not bodily injury loss of or damage to property has occurred for
 - (a) the defence of any criminal proceedings brought against such person for an offence occurring during the **period of insurance** under the Health and Safety at Work etc. Act 1974 and Part II of the Consumer Protection Act 1987 and similar safety legislation arising from the **business** and
 - (b) prosecution costs awarded against such person in respect of such proceedings and
 - (c) an appeal against a conviction arising from such proceedings provided always that
 - (i) the **company** shall not be liable
 - a) for the payment of fines or penalties

- b) if the prosecution arises directly or indirectly in connection with work specially excluded under this Section
- (ii) such director or **employee** shall comply with the terms of this Section and **policy**
- (iii) the conduct and control of claims under this Section is vested in the **company**

LIMITS OF LIABILITY

1. (not applicable to Cover 1(d) or 1(e) above)

The liability of the **company** for all damages payable shall not exceed £ 2,000,000 inclusive of all costs and expenses

(a) in the aggregate in respect of all bodily injury loss of or damage to property happening in any one **period of insurance** and caused by the **products**

(b) in respect of one occurrence or series of occurrences consequent on one original cause in respect of all other bodily injury loss or damage

2. (applicable to Cover 1 (e) only)

The liability of the **company** for all damages payable arising out of any one occurrence or series of occurrences consequent on one original cause shall not exceed £ 25,000

3. (Applicable to Cover 1 (d) only)

The liability of the **company** for all damages costs fees and expenses shall be

£10,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence except claims due to terrorism for which the liability of the company for all damages cost fees and expenses is limited to £ 5,000,000 in respect of any one claim or series of claims arising out of one occurrence

DEFINITIONS EMPLOYEE

1. Any person under a contract of service or apprenticeship with
 - (a) the **insured**
 - (b) any other party and who is borrowed by or hired to the **insured**
2. Any self-employed person working for the **insured**

GEOGRAPHICAL LIMITS

1. Great Britain Northern Ireland the Channel Islands and the Isle of Man
2. Elsewhere in the world provided the action for damages is brought in the courts of law of the territories mentioned in 1

LEGAL COSTS

The legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the **company**

SOLICITOR'S FEES

The **solicitor's fees** incurred with the written consent of the **company** for representation of the **insured** at

1. any coroners inquest or fatal inquiry arising from any death
2. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property which may be the subject of a claim under this section **PRODUCTS**

All products pertaining to the **business** sold or supplied from or repaired altered or treated in the **premises** in connection with the **business** and including containers parts components accessories and materials of such products

EXCEPTIONS

(not applicable to Cover 1 (d) above)

this Section does not cover liability

1. arising from
 - (a) loss of or damage to property belonging to or in the custody or control of the **insured** or any **employee** other than personal effects (including vehicles) of directors visitors or **employees**

This **exception** shall not apply to loss of or damage to the **premises** provided that they are leased or rented by and not owned by the **insured** and provided that the liability does not arise solely under the terms of a lease or rental agreement

The **insured** shall be responsible for the first £250 of each claim for damage to the **premises** whilst leased or rented unless caused by fire or explosion

- (b) any breach of professional duty or fault error or omission in any advice design plan or specification
- (c) bodily injury loss or damage deliberately caused by or on the instructions of the **insured** or an **employee** whilst engaged in supervisory duties unless caused by wilful misconduct of such **employee**
- (d) the ownership possession or use of any
 - (i) aircraft or watercraft except non power driven craft used on inland waterways
 - (ii) mechanically propelled vehicle but (unless an indemnity is granted by another insurance) this **exception** shall not apply to
 - a) the loading or unloading of any mechanically propelled vehicle
 - b) the use of **employees'** own vehicles on the **insured's business**
- (e) bodily injury loss or damage arising directly or indirectly from
 - (i) products sold supplied repaired altered or treated by the **insured** on terms less favourable to the **insured** than the ordinary process of law governing their sale supply repair alteration or treatment
This exception shall not apply to liability that would have attached in the absence of such terms
 - (ii) the use of any drug chemical medicine or other preparation or the sale or supply of these preparations which are
 - a) sold or supplied solely under a prescription from a medical practitioner
 - b) not of proprietary manufacture

(iii) the sale or supply of animal (including fish and bird) feeding compounds or ingredients used therein fertilisers insecticides pesticides seeds or similar commodities

(iv) any treatment or service provided in connection with the business

2. (a) in respect of loss or damage to the **products**

(b) to make any refund of the payment received for the **products**

(c) for the cost of repair alteration or replacement of the **products**

3. in respect of bodily injury (including death or disease) or loss of or damage to property arising from pollution or contamination unless due to a sudden identifiable unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**

All pollution and contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

(Only applicable to Cover 1 (d))

4. The **company** will not indemnify the Insured against liability for bodily injury sustained by any **employee** when the **employee** is

(i) carried in or upon a vehicle or

(ii) entering or getting on to or alighting from a vehicle where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road

For the purpose of this exception the expression "road" "use" and "vehicle" have the same meaning as in the Road Traffic Act 1988 or similar legislation

5. Due to any act of terrorism other than bodily injury sustained by an employee for which the liability of the **company** shall not exceed the sum stated in limits 3 herein

SECTION 7 – GOODS IN TRANSIT

COVER

The **company** will indemnify the **insured** for **damage** to the **property** occurring during the **period of insurance** and within Great Britain Northern Ireland whilst the **property** is in transit or being loaded onto or unloaded from any **vehicle**

LIMITS

The amount payable in respect of any one **vehicle** during any one **period of insurance** shall not exceed the **sum insured** stated under Section 7 in the **schedule**

SPECIAL CONDITION

Precautions

The **insured** shall maintain use and keep in thorough working order all the protections on the **vehicle**

DEFINITIONS

Property

Goods incidental to the **business** the property of the **insured** or for which the **insured** is responsible

Vehicle

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

EXCEPTIONS

This Section does not cover

1. Damage to **property** in a **vehicle** when left unattended between the hours of 7pm and 8am
2. Damage to money as defined in Section 4 jewellery watches gold platinum and silver articles precious stones and furs
3. Damage caused by or resulting from
 - (a) theft of **property** left in an unattended **vehicle** unless the **vehicle** has all its points of access closed and secured by all its locks and other protections and all the keys are removed from it and retained by the driver
 - (b) theft of or water damage to **property** when not in a closed **vehicle** owned or operated by the **insured**
 - (c) inherent defect or vice deterioration contamination mildew or vermin
 - (d) depreciation in value delay loss of market or other consequential loss
 - (e) the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
 - (f) unexplained shortages
 - (g) wear and tear or any gradually operating cause

SECTION 8 – BUILDINGS

Only operative if indicated in the **schedule**

COVER

The **company** will indemnify the **insured** for

1. Damage to the **property** occurring during the **period of insurance** by
 - (i) **Fire explosion lightning**
 - (ii) **Storm or flood** (other than frost subsidence ground heave or landslip)
 - (iii) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
 - (iv) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss or damage resulting from cessation of work and loss or damage in Northern Ireland)
 - (v) **Malicious persons** other than theft or damage in furtherance of theft
 - (vi) **Aircraft** and other aerial devices or articles dropped from them
 - (vii) **Earthquake**
 - (viii) **Impact** by road or rail vehicles
 - (ix) **Theft** involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's household or the Insured's employees
 - (x) **Escape of oil** from a fixed oil fired heating installation
 - (xi) **Breakage or collapse** of radio or television aerials
 - (xii) **Falling trees or parts thereof**, other than loss or damage caused by or as a direct result of felling or lopping of trees for or on behalf of the Insured
2. (a) the cost of removal of debris dismantling and/or demolishing shoring up or propping of portions of the **property**
- (b) architects' and surveyors' fees necessarily incurred in the reinstatement of the **property** (but not exceeding the scale of fees authorised by the respective professional institutes)
- (c) the additional cost of reinstatement of the **property** necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-laws consequent on loss destruction or damage covered under this Section

EXTENSIONS

1. **Loss of Rent** - should damage by any of the insured perils under Section 8 render the **buildings** uninhabitable but only in respect of the period necessary for their repair or reinstatement and for an amount not exceeding 10% of the **sum insured** on the **buildings**.
2. **Property Owner's Liability** - all sums for which the Insured becomes legally liable
 - (a) as owner of the **buildings** but not as occupier to any person not employed by the **insured** and not a member of his household for accidental bodily injury or accidental damage to property occurring during the currency of this policy
 - (b) to any person in consequence of Section 3 of the Defective Premises Act 1972 for accidental bodily injury or accidental damage to property occurring during the currency of this policy as a result of

defects in any premises previously owned/ leased and occupied by the Insured and disposed of since 1 January 1974 by the Insured but this insurance shall not be brought into contribution in any loss for which the Insured shall be entitled to receive compensation from any other source but excluding any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement. Provided always that the liability of the Company for all claims made in respect of or arising out of one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the sum of £2,000,000. In addition the Company will indemnify the Insured in respect of all law costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company

LIMIT

The amount payable in any one **period of insurance** shall not exceed the **sum insured** stated under Section 8 in the **schedule**

CLAIMS SETTLEMENTS

Claims will be settled on the basis of rebuilding or replacement of destroyed **property** or the repair or restoration of the damaged portion of the **property** in each case in a condition equal to but not better or more extensive than its condition when new provided that

1. the **property** is maintained in good repair
2. no payment beyond the amount which would have been payable under the **policy** if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred
3. in the event of damage if 85% of the cost of reinstatement of the whole of the **property** exceeds the **sum insured** on that **property** at the commencement of the damage the amount payable by the **company** will be proportionately reduced

DEFINITIONS

Property

The building at the **premises** and outbuildings wall gates and fences including building owner's fixtures and fittings

EXCEPTIONS

This Section does not cover

1. Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the **insured** (but this **exception** shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
2. Damage by storm or flood to gates and fences
3. Damage or the cost of removing debris arising from pollution or contamination
 - (a) by any event not insured by this Section
 - (b) to property not insured by this Section
4. Damage attributable solely to change in the water table level

SECTION 9 – ALL RISKS

Only operative if indicated in the **schedule**

The **company** will indemnify the **insured** in respect of loss or damage to the **property** detailed under Section 9 of the **schedule** forming part of this **policy** from any cause occurring at the **premises**.

EXCEPTIONS

The **company** shall not be liable in respect of

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

BASIS OF CLAIMS SETTLEMENT

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

SECTION 10 – DETERIORATION OF FROZEN FOODS

Only operative if indicated in the **schedule**

COVER

The **company** will indemnify the **insured** for **damage** to products in the cold chamber of the **plant** by deterioration or putrefaction caused by

1. rise or fall in temperature resulting from
 - (a) **Breakdown of the plant** or non-operation (from any inherent cause) of any thermostatic device controlling the **plant** or failure of the wiring between the starting switch or plug and the driving motor
 - (b) sudden and unforeseen damage (other than breakdown) to the **plant** that in the opinion of the **company** necessitates immediate repair or replacement
 - (c) accidental failure of the public supply of electricity at the terminal ends of the Supply Authority's service feeders to the **premises**
2. action of refrigerant fumes which have escaped from the **plant**

occurring during the **period of insurance**

provided that a maintenance contract with a refrigeration engineer shall be kept in force for each item of Plant unless the **plant** is a sealed unit

LIMIT

The amount payable in any one **period of insurance** shall not exceed the **sum insured** stated under Section 10 in the **schedule**

DEFINITIONS

Plant

All electrical or metal mechanical parts integral to any refrigerator or deep freeze unit contained in the **premises** including in the case of electrically driven plant the individual starter and the wiring between the motor and starter

Breakdown

The breaking or burning out of any part of the **plant** while in use arising from either mechanical or electrical defects or pressures within the **plant** causing sudden stoppage of the **plant** and necessitating repair or replacement before it can resume working

EXCEPTIONS

This Section does not cover

1. loss destruction or damage caused by
 - (a) wear and tear or other gradually developing cause

- (b) any failure of electric current which does not involve total cessation for at least 30 consecutive minutes
 - (c) interruption in the electricity supply from the point of intake at the consumer's premises to the main switch or plug of the motor
 - (d) a deliberate act by the Supply Authority or the exercise by any such Authority of its power to withhold or restrict the supply of electricity
 - (e) strikes lock-out riot or civil commotion
 - (f) failure of fuse
2. consequential loss incurred by the **insured**

SECTION 11 – FAILURE OF EXTRACTOR UNIT

Only operative if indicated in the **schedule**

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

It is a condition precedent to liability of the **company** that the extractor unit shall have in force a manufacturer's guarantee, warranty or a maintenance and service agreement with a competent engineer. Indemnity under this Section shall be limited to a maximum of £250 in respect of any one period of closure and shall be limited to a maximum of £1000 in any one period of insurance of not less than 12 months.

EXCEPTIONS

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

BASIS OF CLAIMS SETTLEMENT

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

SECTION 12 – PERSONAL ACCIDENT / SICKNESS

Only operative if indicated in the **schedule**

COVER

If during the **period of insurance** and **insured person** sustains accidental bodily injury (including exposure to the elements) resulting directly and independently of any other cause within two years in death loss or disablement as described the **company** will pay the Insured the relevant benefit(s) as shown below for each **unit of benefit**

	Unit of Benefit
1. Permanent total disablement	£5,000
2. Loss of one or more limbs or sight in one or both eyes	£5,000
3. Loss of speech.....	£5,000
4. Loss of hearing in both ears.....	£5,000
5. Loss of hearing in one ear.....	£2,500
6. Fatal Accident.....	£5,000
7. Permanent total loss of use of any one	
(a) shoulder or elbow or hip or knee or ankle or wrist	£1,000
(b) finger (at least one complete bone).....	£1,000
(c) thumb (at least one complete bone).....	£1,000
(d) big toe (at least one complete bone).....	£500
(e) other toes (at least one complete bone)	£500
8. Hospitalisation	
(a) benefit while confined to hospital as an in-patient at the rate per day of.....	£50
(b) benefit payable after confinement to hospital as an in-patient for at least 14 consecutive days.....	£500
9. Benefit during temporary total disablement at the rate per week of	£50
10. Benefit during temporary total disablement due to sickness at the rate per week of	£50

Benefit is not payable for an **insured person**

- (a) under more than one of items 1,2,3,4,5,6 or 7
- (b) Under Item 1 until two years after the date of the disablement
- (c) under Item 7 (a), (b), (c), (d), (e), in total for more than the benefit which would have been payable under Item 2 for the loss of one limb
- (d) under Item 8 for less than 24 hours or for more than 100 days in respect of any injury

- (e) under Item 9 for any disablement for which benefit is payable under Items 2,3,4,5,6 or 7
- (f) under Item 9 for the first 7 days of such disablement or for more than two years from the date of disablement
- (g) under Item 10 for the first 7 days of such disablement or for more than one year from the date of disablement

SPECIAL PROVISIONS

1. Assignment

The benefits payable under this Section are not assignable. Payment of any benefit shall be made only to the **insured** unless the Insured shall request that the payment be made direct to an **insured person** in either event his/her receipt shall be a discharge to the **company**. This option shall apply to the weekly benefit only where the **insured person** pays the entire premium

2. Disappearance

In the event of the disappearance of an **insured person** if after a period of time it is reasonable to believe that such **insured person** has died as a result of bodily injury within the scope of this Section the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death benefit shall be refunded to the **company**

3. Misrepresentation

General Condition (2) (Duty of Fair Representation) sets out the obligations upon the **insured** to make a complete and accurate presentation of the risk, and the **company's** rights and remedies in the event of a breach of this duty. The **company** hereby agrees that in the event that such a breach arises solely from misrepresentation by or on behalf of an **insured person** in connection with this Section, that the rights and remedies of the **company** shall only apply in respect of the cover for that **insured person**, and the remainder of the policy will be unaffected.

DEFINITIONS

Insured Persons

Such persons as are named in Section 12 of the **schedule**

Loss of Limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

Loss of Sight

Total and irrecoverable loss of sight

Loss of Hearing

Total and irrecoverable loss of hearing

Loss of Speech

Total and irrecoverable loss of speech

Hospital

Any hospital or similar establishment providing both a full-time nursing service for the care of resident patients by persons with recognised nursing qualifications and full-time surgical and medical facilities by registered medical practitioners

Temporary Total Disablement

Disablement of the **insured person** from carrying out a substantial part of his/her usual gainful employment or gainful occupation (whether on a full or part time basis) or where he/she is not gainfully employed or gainfully occupied when he/she is necessarily confined to hospital nursing home or similar establishment or to a private residence

Permanent Total Disablement

Permanent total disablement of an **insured person** from carrying out any gainful employment or gainful occupation

EXCEPTIONS

The **company** will not pay **benefit** for injury of an **insured person** in the following circumstances

1. Medical or physical conditions

- (a) if the injury arises from the **insured person** taking a drug which is not lawfully available or is lawfully available only on prescription by a qualified doctor or dentist.

This **exception** does not apply if the drug was prescribed

- (b) if the injury consists solely of illness disease or disorder
- (c) if the injury results from any physical or mental defect or infirmity which was known to the **insured** or **insured person** at the inception of this insurance
- (d) if the death or the extent of the loss disablement or confinement to hospital is affected directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused

2. Dangerous activities

- (a) if the injury arises from the **insured person** taking part in racing (other than on foot or while swimming) professional sports winter sports mountaineering or rock climbing using ropes or guides hunting parachuting pot-holing or bungee jumping
- (b) if the injury arises whilst driving or riding as a passenger in or on any motor cycle motor scooter moped or mechanically assisted pedal cycle or whilst using underwater breathing apparatus
- (c) if the injury arises from flying except as a passenger in an aircraft operating under its own power

3. Other circumstances

if the injury is sustained after the **period of insurance** in which the **insured person** attains the age of 75

SECTION 13 – LOSS OF LICENCE

Only operative if indicated in the **schedule**

COVER

The **company** will indemnify the **insured** for

1. loss sustained in respect of depreciation in the value of the **insured's** interest in the **premises** or the **business**
2. costs and expenses incurred by the **insured** with the written consent of the **company** for any subsequent appeal arising from
 - (a) the **licence** being revoked suspended or forfeited under the provisions of the appropriate legislation governing such licences
 - (b) renewal of the **licence** being refused after due application for such renewal to the appropriate authority

at any time during the **period of insurance** provided that the revocation suspension forfeiture or refused renewal is occasioned by reasons beyond the control of the **insured**

LIMIT

The amount payable in any one **period of insurance** for Cover 1 above shall not exceed the **sum insured** stated under Section 13 in the **schedule**

SPECIAL CONDITION

1. The **insured** shall on becoming aware of any
 - (a) complaint against the **premises** or its control
 - (b) proceedings against or conviction of the **licence** holder manager tenant or occupier of the **premises** for any breach of the licensing legislation or any matter whatsoever whereby the character or reputation of the person concerned is affected or called in question with respect to his/her honesty moral standing or sobriety
 - (c) change in the tenancy or management of the **premises**
 - (d) transfer or proposed transfer of the **licence**
 - (e) alteration in the purpose for which the **premises** are used
 - (f) objection to renewal or other circumstances which may endanger the **licence** or its renewal

as soon as possible give notice in writing to '**the company**' and supply such additional information and give such assistance as the **company** may reasonably require

DEFINITION

Licence

The licence granted in respect of the **premises** for the retail sale of excisable liquors

EXCEPTIONS

1. This Section does not cover the refused renewal revocation suspension or forfeiture of the **licence** arising directly or indirectly from
 - (a) any compulsory purchase order or improvement or redevelopment of the area by the Local Authority
 - (b) any alteration of the legislation affecting the grant surrender refusal to renew suspension or forfeiture of **licences**
2. The **company** shall not be liable for any claim arising from the refusal renewal of a **licence** if the **insured** is entitled to obtain compensation under the provisions of any legislation

GENERAL EXCEPTIONS

Applicable to all Sections except as expressly stated **this policy** does not cover

1. Nuclear Risks

- (a) damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any legal liability of whatsoever nature / directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War Risks

damage or liability directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation destruction or requisition by order of the Government or any Public Authority

General Exceptions 1 and 2 do not apply to Section 6 insofar as it relates to bodily injury sustained by an **employee** arising out of and in the course of the **employee's** employment or engagement by the **insured**

3. Sonic Bangs

damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

General Exception 3 does not apply to Sections 5,6,12 and 13

4. Terrorism

damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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

If we decide that by reason of this **EXCLUSION** damage or loss resulting from such damage is not insured and you dispute our decision you must prove that this **EXCLUSION** should not apply.

Northern Ireland Exclusion

This policy does not cover damage to any property in Northern Ireland or loss resulting from such damage arising from riot civil or political disturbances and (except in respect of damage by fire or explosion) labour disturbances

*General Exception 4 does not apply to Section 6 in so far as it relates to bodily injury sustained by an **employee** arising out of and in the course of the **employees** employment or engagement by the **insured** for which the liability of the **company** for all damages costs fees and expenses is limited to £5,000,000 in respect of any one claim or series of claims arising out of one occurrence*

5. Year 2000

damage cost or expense for any claim directly or indirectly caused by or contributed to by or arising from the failure of any **computer system** or **data** or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

This clause does not apply to any claim arising under insurance in respect of **employer's liability**

6. Cyber

This policy excludes any **damage** consequential loss liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with:

- i. a **cyber loss**
- ii. any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any **data** including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that:

- a) this exclusion applies to all sections of this **policy** except (where available and insured) Section 6 Cover 1 (d) – Employers Liability.

Notwithstanding i. and ii. above, this **policy** covers the cost to repair or replace a **computer system** including any consequential loss following **damage** insured under this **policy** directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, accidental damage, escape of water, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this **exclusion**:

Cyber loss means any **cyber act** or **cyber incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **cyber act** or **cyber loss**

Cyber act means:

- a) one or a series of unauthorised malicious or criminal acts or instructions regardless of time and place or the threat or hoax thereof involving access to processing of transmission of use of or operation of any **data** and/or **computer system**
- b) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network

Cyber incident means:

Any misuse, error or omission or series of related errors or omissions involving:

- a) access to processing of use of or operation or availability of any **data** and/or **computer system** or any reductions in the functionality of or partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **computer system**
- b) any use of electronic networks including but not limited to the internet and private networks intranets extranets electronic mail worldwide web social media and similar medium carried out by you or by any person, partnership firm or company acting for you or on your behalf

7. Malicious Persons

Loss or damage caused by malicious persons who are lawfully on the premises

8. Unoccupancy

Loss or damage due to malicious persons theft or escape of water (burst pipes) during any period of unoccupancy

9. Asbestos

Any loss, cost or expense directly or indirectly arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to **asbestos** or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

10. Communicable Diseases

Notwithstanding any provision to the contrary this **policy** excludes any actual or alleged **damage**, legal liability, **bodily injury**, costs and expenses - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **premises** that is/are possibly or actually infected with a **communicable disease** shall not constitute **damage**, whether physical or otherwise, or give rise to your legal liability or any costs of expenses in any way.

For the purpose of this **exclusion**, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

Provided that:

- a) where the **company** is alleging that this exclusion applies then the burden in proving to the contrary lies with you;
- b) this exclusion applies to all sections of this **policy** except those (where available and insured) noted below:
 - i) Section 6 Extension 1 (d) Employers Liability; but any circumstance where compulsory insurance of liability to any **employee** is required by statute but the **limit of liability** shall be reduced to the minimum amount as required by law;
 - ii) Cover 1.b (ii) under Section 3 Loss of Income.

GENERAL CONDITIONS

Applicable to all Sections

1. PRECAUTIONS

- (a) The **insured** shall take and cause to be taken all reasonable precautions
- (i) for the safety and security of the property insured
 - (ii) to prevent bodily injury and loss of or damage to property of others
 - (iii) to prevent the sale or supply of products which are defective in any way
 - (iv) to comply with health and safety regulations including the installation of suitable fire extinguishers maintained under contract
 - (v) to comply with all statutory obligations and regulations imposed by any Authority
- (b) The **insured** shall exercise reasonable care in selection and supervision of **employees**

2. DUTY OF FAIR REPRESENTATION

The **insured** must make a fair representation of the risk to the **company** at inception, renewal and variation of the policy.

- (a) In the absence of such fair representation, the **company** may avoid the policy and refuse to pay any claims where any failure to make a fair representation is:
- (i) deliberate or reckless; or
 - (ii) of such other nature that, if the insured had made a fair representation, the **company** not have underwritten the risk

The **company** will return the premium paid by the **insured** unless the failure to make a fair representation is deliberate or reckless;

- (b) If the **company** would have issued the policy on different terms had the insured made a fair representation, the **company** will not avoid the policy (except where the failure is deliberate or reckless) but the **company** may instead:-
- (i) reduce proportionately the amount paid or payable on any claim, the proportion for which the **company** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **company** would have charged had the Insured made a fair representation; and/or
 - (ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as the Company would have imposed had the Insured made a fair representation

For the purposes of this condition references to:

- 1) avoiding a **policy** means treating the policy as if it had not existed from the inception date (where the failure to make a fair representation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a **policy** should be treated as references to issuing the Policy at inception, renewal or varying the policy as the context requires

3. CHANGES IN FACTS

The **insured** must notify the **company** as soon as possible if there is any alteration in **your** ownership in or to the business at the premises including but not limited to:-

- (a) the **business** being wound up or carried on by a liquidator or receiver;
- (b) changes in the facts as set out in the proposal or application and declared to the **company** at inception, renewal or variation of the policy, which materially increases the risk of **injury or damage**
- (c) where the **insured's** interest in the property as described in the schedule ceases other than by death;
- (d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon such notification of alteration to the **company**, **we** may at **our** discretion:-

- (a) continue cover on the same terms;
- (b) impose additional terms or restrict cover where relevant;
- (c) alter the premium;
- (d) cancel this Policy

4. CLAIMS PROCEDURE (INSURED'S DUTIES)

- (a) Any loss destruction damage bodily injury claim or proceedings must be notified as soon as reasonably possible to the **company** in writing and a detailed statement of claim submitted within
 - (i) 7 days of the happening of loss destruction or damage by riot or civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - (ii) 2 months of the expiry of the **indemnity period** in respect of a claim under Section 3 - **loss of income**
 - (iii) 2 months of the happening of any other loss destruction damage or bodily injury
- (b) If theft or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
- (c) **immediate** action must be taken to minimise loss and avoid interruption or interference with the **business** and to prevent further loss destruction damage or bodily injury
- (d) **all** particulars information and assistance as may be reasonably required by the **company** must be supplied by the **insured** at the **insured's** own expense
- (e) If a loss adjuster is appointed to investigate a claim and you are requested to produce documentation relating to professional range servicing and/or extraction ducting cleaning then this must be provided within 72 hours of the loss adjusters request. Failure to provide such requested documentation within that period of time will affect your claim. Subsequent business interruption calculations for that element of the claim will be reduced in proportion to any delay in requested documentation being provided
- (f) **No** admission of liability or negotiation or settlement of any claim shall be made without the **company's** written consent

5. CLAIMS PROCEDURE (COMPANY'S RIGHTS)

- (a) The **company** shall be entitled to conduct in the **insured's** name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 6 (except insofar as it relates to bodily injury sustained by an **employee** arising out of and in the course of the **employee's** employment

or engagement by the **insured**) occurring in any one **period of insurance** the **company** may at any time pay to the **insured** the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the **company** shall be under no further liability under this **policy** in connection with such claim or claims except for **legal costs** incurred prior to the date of such payment

- (c) The **insured** shall allow the **company** to enter the building where loss destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner **No** property may be abandoned to the **company**
- (d) If the **company** elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant **sum insured**
- (e) If the **insured** or anyone acting on their behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), the **company** will:-
 - a) refuse to pay the whole of the claim; and
 - b) recover from you any sums that we already paid in respect of the claim.

The **company** may also notify you that we will be treating the policy as having terminated with effect from the date of the earliest of any of the acts set out above and the **insured** will not be entitled to any refund of premium.

6. CANCELLATION

A) **Company's** rights:-

The **company** may cancel this policy by sending thirty days' notice by recorded delivery letter to you at your last known address, unless our reason for cancellation is deliberate or reckless misrepresentation on your part. If we cancel because of deliberate or reckless misrepresentation, then your policy will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If we cancel your policy and you have not made a claim, you will be entitled to a refund of premium for any unexpired period of insurance for which you have paid. However, if we cancel your policy because of deliberate or reckless misrepresentation, then we will not refund any premium.

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

B) The **Insured's** rights

Should the **insured** give notice to cancel then the return of premium shall be calculated accordance with the **short period scale** shown below only provided that no claim has been made in the current **period of insurance**

Short Period Scale

Period policy in force not exceeding	% of annual premium payable
1 Month	20%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%

6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	100%

Above is exclusive of **insurance premium tax** at the current rate and subject to any policy minimum premium applicable.

7. CANCELLATION IF YOU PAY VIA DIRECT DEBIT

If Your Policy is cancelled mid-term, We will calculate the return premium on a monthly pro rata basis and We will not return the premium already collected in past instalments. If You cancel Your Direct Debit during the period of insurance without asking Us to cancel the Policy at the same time, We will send You a Notification of Cancellation of Direct Debit, where We will specify the remaining premium to be collected, in a lumpsum, and You will be obliged to make the payment of the remaining balance within 7 days of the notice in order to keep the Policy in force. If You still fail to make the payment, this Policy will be cancelled with effect from the second missed date of the Instalment Period as shown above.

8. OTHER INSURANCES

- (a) If any **damage** insured under Sections 1,2,3,4,7,8,10 or 13 is covered by any other insurance the **company** shall pay only its rateable proportion of the loss destruction or damage
- (b) If any **damage** or liability insured under Section 6 is covered or would but for the existence of this **policy** be covered by any other insurance the **company** shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this **policy** be payable.

9. OBSERVANCE

The **company** shall not be liable for any claim where the Insured haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition:-

- (a) relates to a particular **premises** only, the **company** will pay for a claim arising out of an event occurring at **premises** which are not specified in any conditions precedent to liability;
- (b) relates to a particular time only, the **company** will pay for a claim arising out of an event if the **insured** can prove, on the balance of probabilities, that their non-compliance with such condition precedent to liability did not cause or contribute to the loss, damage or injury occurred in the circumstances in which it occurred;
- (c) relates and aims at reducing particular types of injury, liability, losses or damage only, the **company** will pay for a claim arising out of an event if the **insured** can prove, on the balance of probabilities, that your non-compliance with such condition precedent to liability did not cause or contribute to the loss, damage or injury in the circumstances in which it occurred;

10. SANCTIONS

The **company** shall not provide any benefit under this policy to the extent that such cover or claim payment would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations Resolutions.

11. THE LAW APPLICABLE TO THIS CONTRACT

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

ADDITIONAL CONDITIONS APPLICABLE TO THIS POLICY

12. Electrical Circuit

It is a condition precedent to the liability of the company that the electrical installation at the premises be maintained in a proper and safe condition at all times and must be inspected at intervals of not more than five years by an electrical contractor who is a member of the Institute of Electrical Engineers (IEE) and a certificate of worthiness issued and retained for inspection by the company

13. Door Mat

To prevent water build-up on rainy days it is a condition precedent to the liability of the company that each shop premises shall have fitted an entrance door mat and shop floor surfaces be kept safe and dry at all times

14. Existing Protections

It is a **condition** precedent to liability of the **company** under Sections 1 and 4 that all existing protections installed to safeguard the property and the premises or any self-contained portion of the **premises** are maintained in full working order and that all protections are used and put into operation at night and whenever the **premises** are closed for business and at all other material times

15. Flat Roof

It is a **condition** of this insurance that any flat felted roof portions of the insured **premises** be inspected at least once every five years by a qualified builder or property surveyor and that any defects found be remedied immediately

MINIMUM STANDARDS OF SECURITY

Unless agreed otherwise in writing by the **company** and endorsed as such on the **policy** the following are the minimum level of security protections (in addition to any other requirements declared on the proposal as being installed already) which must be installed, be in full working order and put into effect whenever the premises are closed for business. This shall apply to both the main building and outbuildings at the premises

- A. The final exit door is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be fitted.
- B. All other external doors and all internal doors giving access to any part of the building not occupied by you for the purpose of the Business are to be fitted with either
 - (a) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above, or
 - (b) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other approximately 30cm from the bottom of the door
- C. Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks conforming to BS3621
- D. All opening external basement, ground floor and other accessible windows, fanlights, roof lights and skylights are to be fitted with key operated window locks
- E. All glass in Louvre windows be securely fixed into their brackets using suitable adhesive
- F. Any doors or windows designated by a Fire Authority as being a Fire Exit are excluded from the above and are to be secured internally by panic bolts or fire exit bolts approved by the local Fire Prevention Officer. If, in addition, doors are chained or bolted internally other than by panic bolts or fire exit bolts these must be unchained or unbolted as soon as the **premises** are occupied
- G. Each item of electronic equipment (e.g. Computers, Printers or Fax Machines) with an individual replacement value greater than £ 2,500 must be securely anchored to the desk, workstation or fabric of the building by means of lock down plates the keys of which must be removed from the building unless the premises are occupied by the Insured or an authorised employee in which case the keys should be kept in a safe place not in the vicinity of the equipment
- H. All keys are to be removed from the premises when they are closed for business
- I. Cash registers must be left open and empty whenever the premises are closed for business. Should the cash register be not visible from outside of shop then the tray be removed and placed on the counter

ENDORSEMENTS

Only operative if indicated in the **schedule**.

CC1 DUCTING CONDITION

It is a condition precedent to liability of the **company** that:

1. All filters accessible surfaces of exhaust hoods ducting and flues be inspected at regular intervals and all greasy deposits and grease traps be cleared out at least once each week
2. At least once every 12 months the ducting, filters, flues and exhaust hoods shall be thoroughly cleaned and serviced by a professional maintenance company and a service record maintained for inspection by the **company** as required
3. There be kept in the kitchen area for the extinction of fire and maintained in efficient working order:
 - (a) a Fire Blanket
 - (b) a suitable portable fire extinguisher

CC2 FRYING RANGE CONDITION

It is a condition precedent to liability of the **company** that

1. The frying range in the premises together with the flue pipe (if any) connected to it be securely fixed and well clear of and/or protected from contact with woodwork or other combustible materials
2. The sump and grease traps belonging to the frying range be cleared out at least once each week and a service record maintained for inspection by the **company** as required
3. At least once every 12 months the range and all ancillary filters grease traps canopies hoods extraction ducts including ducting integral to the range through to the sump/drip tray extractor motor and extractor motor impeller and housing be serviced by a competent service engineer who in the case of gas fired ranges must be undertaken by an installer registered with The Gas Safe Register and for electrically powered ranges must be undertaken by a contractor approved by The National Inspection Council for electrical installation contracting (NICEIC) A Service record be maintained for inspection by the **company** as required
4. The Frying Range must be fitted with a flame failure device which will cut off the gas supply should the pilot light be extinguished
5. There be kept near the frying range for the extinction of fires and maintained in efficient working order:
 - (a) a Fire Blanket
 - (b) a portable fire extinguisher suitable for the extinguishing of fires
6. Metal receptacles with metal lids be used to store waste and batter scraps before disposal and that such receptacles be removed from the shop at the end of each frying session and placed in the garden or yard to the building.
7. The equipment shall be fitted with an automatic thermostat which will prevent the temperature of fat or oil exceeding 205 degrees Celsius (401 degrees Fahrenheit)
8. When draining or filtering of oil from the frying range whilst power by gas or electricity is on the range be never left unattended.
9. The deep fat frying range is fitted with metal lids or shutters for immediate use in the event of fire

CC3 INTRUDER ALARM CONDITION

In respect of the intruder alarm system(s) installed at the **premises** and all communication lines and/or links used to transfer information concerned with the state of the intruder alarm system(s) from the **premises** it is a condition precedent to liability that

- (a) a maintenance contract is maintained in force during the currency of this **policy** with the alarm maintenance company notified to the **company**
- (b) where the signalling is by direct line to the alarm company's central station the contract between the **insured** and the alarm installing company shall provide for and maintain the following service in respect of the intruder alarm system(s)
 - (i) the setting signal to be recorded
 - (ii) receipt of the setting signal to be confirmed by the alarm company's central station before the **insured's premises** are left unattended
- (c) the **premises** are not left unattended unless the intruder alarm system(s) is/are tested and set in its/their entirety
- (d) the **premises** must not be left unattended if
 - (i) the central panel at the intruder alarm system(s) reveal(s) and/or
 - (ii) the Insured or an authorised representative is informed that the intruder alarm system(s) including all communication lines and/or links used for transferring information concerned with the state of the intruder alarm system(s) from the **premises** are not in full and efficient working order unless notification has been given to and agreement obtained from the **company** that the **premises** may be left unattended
- (e) the **premises** must not be left unattended unless all keys and records of key pad combination codes of the intruder alarm system(s) are removed from the **premises** or from any adjoining or communicating residence occupied by the Insured or an authorised representative
- (f) the **company** is advised immediately if the **insured** or an authorised representative of the **insured** receives written notification from a Police Authority that they will be withdrawing or are considering withdrawing response to an alarm condition at the **premises**

CC4 WASTE CONDITION

It is a condition precedent to liability of the **company** that all trade waste and refuse material be swept up and bagged and binned at the close of business each day in metal lidded receptacles and removed from the **premises**

CC5 MONEY IN TRANSIT CONDITION

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

Amount of Money in Transit exceeding	Minimum No. of Employees
£2,000	Two
£5,000	Three
£10,000	Money to be carried by a professional cash carrier

CC6 CONTENT ACCIDENTAL DAMAGE EXTENSION

The following amendments are made to Section 1 - Contents

- (a) paragraph 1 of the sub-section headed **cover** is extended to include (xiii) Any other cause which is not excepted

- (b) the following amendments are made to the sub-section headed **exceptions**
 - (i) Exception 10(a) is amended to read as follows 10(a) by any event other than events (i) to (xii) of paragraph 1 of the sub-section headed **cover**
 - (ii) the following **exceptions** are added
 - (a) wear and tear or any other gradually operating cause
 - (b) mechanical or electrical breakdown or derangement
 - (c) damage to bulbs valves or transistors unless caused by fire theft or impact
 - (d) moth vermin insects or fungal attack
 - (e) any process of cleaning restoring altering or repairing
 - (f) delay or loss of market
 - (g) **damage** to foodstuffs by rise or fall in temperature
 - (h) **damage** to glass and sanitaryware
 - (i) accidental erasure of Computer Systems Data or records unless accompanied by damage to the records
 - (j) theft other than as provided by 1 (ii) of Cover under Section 1 – Contents
 - (k) **damage** to plants flowers animals or fish
 - (l) the first £250 of each claim for loss or damage

CC7 BUILDINGS ACCIDENTAL DAMAGE EXTENSION

The following amendments are made to Section 8 - Buildings

- (a) paragraph 1 of the sub-section headed **cover** is extended to include the following event
 - (i) Any other cause which is not excepted
- (b) the following amendments are made to the sub-section headed **exceptions**
 - (i) Exception 3(a) is amended to read as follows 3(a) by any event other than events (i) to (xii) of paragraph 1 of the sub-section headed **cover**
 - (ii) the following **exceptions** are added
 - a) wear and tear frost dampness dryness or any other gradually operating cause
 - b) vermin insects or fungal attack
 - c) any process of cleaning restoring or repairing
 - d) **damage** to glass and sanitaryware
 - e) subsidence collapse landslip ground heave creeping normal settlement shrinkage cracking or expansion in buildings or foundations
 - f) the cost of maintenance or routine decoration
 - g) faulty or defective design materials or workmanship inherent vice or latent defect
 - h) theft other than as provided by 2 (a) of Cover under Section 1 – Contents
 - i) The first £250 of each claim for loss or damage

CC8 INCREASED EXCESS

Wherever **the insured** is made to be responsible for the first part of any claim (Excess) other than in respect of a flat roof should CC12 be applicable or subsidence ground heave or landslip should CC15 be applicable then such excess amount is increased to £250.

CC9 INCREASED EXCESS (overall)

Contrary to anything stated herein **the insured** is made responsible for the first £250 of each and every claim arising other than in respect of a flat roof should CC12 be applicable or subsidence ground heave or landslip should CC15 be applicable or unless otherwise stated or endorsed hereon.

This endorsement shall not apply to any claim arising under Sections 11, 12, or 13

CC10 NEW AND EXISTING PROTECTIONS CONDITION

It is a condition precedent to liability of the **company** under Sections 1 and 4 that the **insured** shall have complied with such additional security measures as are required in consequence of our **security and liability surveyors** visit to the **premises**. Further that these and all existing protections installed to safeguard the property and the **premises** or any self-contained portion of the **premises** are maintained in full working order and that all such protections are used and put into operation at night and whenever the **premises** are closed for business and at all other material times.

CC11 FLAT ROOFS CONDITION

Contrary to anything stated herein it is a condition precedent to liability of the **company** that any flat felted roof portions of the **insured premises** be inspected at least every two years by a qualified builder or property

CC12 FLAT ROOF EXCESS

Except as may otherwise be stated herein the **insured** shall be responsible for the first £500 (five hundred pounds) of each and every loss or damage to the buildings flat roof and not as otherwise stated.

CC13 UNOCCUPIED/PART UNOCCUPIED PREMISES

It is understood that in the event of a portion of the **insured premises** above ground floor being unoccupied during the period 1st November until the 31st March each year then the **insured** shall be responsible for the first £500 of each and every claim due to water damage.

CC14 WOK AND FRYING APPARATUS ATTENDANCE

It is a condition precedent to the liability of the **company** that whenever a wok or other frying apparatus is being used for the heating of oil or during cooking that it be never left unattended by the operator unless it is removed from the heat or the gas heating is turned off

CC15 SUBSIDENCE

The **insured perils** by Section 8 are extended to include subsidence ground heave or landslip of the site on which the **building** stands excluding

- (a) damage to such **building** or any part thereof whilst in course of erection or undergoing demolition structural alteration or structural repair
- (b) damage to fences walls and gates unless the **buildings** are damaged at the same time
- (c) damage resulting from bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- (d) damage due to defective design or workmanship or the use of defective materials
- (e) the first £2,000 of any claim

It is further declared that you shall give us notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the **premises** and will pay such additional premium as we may require

It is condition precedent to liability of the **company** that after making reasonable enquiry you have no knowledge of any actual or suspected subsidence ground heave or landslip affecting the **premises** or the immediate vicinity thereof during the five years prior to the effective date of this **endorsement**

CC16 THEFT COVER IN OUTBUILDINGS

Contrary to anything contained in Exception 5 to Section 1 - Contents this insurance extends to cover theft from outbuildings subject to any limit endorsed hereon and providing **minimum standards of security** are complied with

CC17 SHUTTER CONDITION

It is a condition precedent to the liability of the **company** that the premises are protected by steel or aluminium roller shutters, secured in the closed position by:

- (a) an integral locking mechanism, or
- (b) a proprietary locking system fitted to guide or bottom rail, or
- (c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturer's instructions

whenever the premises are closed for business.

CC18 INCREASED FLOOD EXCESS

Contrary to anything stated herein the **insured** shall be responsible for the first £2,500 of each and every claim arising in respect of **loss** or **damage** caused by flooding

CC19 PRESSURE FRYERS

It is a condition precedent to liability of the **company** that:-

All portable and freestanding pressure fryers that are capable of being serviced and maintained in use at the premises shall at least once during each period of insurance such that the period of time between the last service date and future services does not exceed 12 months be serviced and maintained in efficient working order in accordance with the manufacturers instructions. The service checks to ensure that the thermostatic controls are operating effectively and that all weld- joints are secure.

A service record is maintained for inspection by the **company** as required.

CC20 SUBSIDENCE - CONTENTS

The **insured perils** by Section 1 are extended to include subsidence, heave or landslip of the land on which the **building** stands excluding:

- (a) damage to such **contents** whilst the **building** is in course of erection or undergoing demolition structural alteration or structural repair.
- (b) damage to fences walls and gates unless the **buildings** are damaged at the same time
- (c) damage resulting from bedding down of newly erected structure or the settlement or movement of made up ground or the compaction of infill
- (d) damage due to defective design or workmanship or the use of defective materials
- (e) damage caused by riverbank or coastal erosion
- (f) the first £1,000 of any claim

ADDITIONAL BENEFITS – CYBERSCOUT

Working in partnership with Cyberscout, Your Policy includes access to bespoke cyber protection support and relevant educational services to help You avoid becoming a victim of a Cyber Incident. The details of how to access this service can be found in Your Policy schedule.



Personal Cyber Assistance

In Partnership with Cyberscout



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Cyber Landscape



Between 45-50% of all illicit trading of personal information from stolen credit card info to usernames and passwords can be traced back to breaches of social media platforms.

In the first 6 months of 2019, 4.1 billion personal records were exposed via data breaches.

Cybercrime in the UK and Japan rose significantly in 2018 (30% and 31%) and are continuing upward trajectory. (Accenture Security Report)

84% of ID fraud cases are through online application channels (The Fraudscape, 2018, CIFAS)

The most targeted age group for social engineering are over 60 (The Fraudscape, 2018, CIFAS)

Social media-enabled cybercrimes generate \$3.25 billion in global revenue per year (Bromium & McGuire)

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GENERAL CYBER INFORMATION

In today's digital age, individuals and families face increasing risk of digital fraud and theft.

Your insurance policy includes access to innovative market leading cyber protection services.

While cyber incidents involve the technology component, they are often not without an element of human risk.

Cybercriminals often use human tactics to trick victims into providing credentials and personal information to access accounts online. This is why having live, personal services is so important. Our personal cyber services go above and beyond standard software solutions.



You may find detailed definitions of these terms in the Glossary on pages 9-11



3



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Call the Resolution Centre 24/7 any time of day to learn how to protect from cyber incidents before they happen: **08000608751**

Access our Cyber Education Portal to stay up to date on the latest cyber protection tips

Learn today's best practices to protect against identity theft and fraud.

When things go wrong, a dedicated specialist will stay with your case from first call to resolution.

We will walk you through the process of acquiring your credit report to ensure all your credit details are accurate.

We will help you notify the appropriate organisations to ensure you are protected, including banks, credit card companies, government agencies, police report filing, social media platforms, and more.

We document all information and materials throughout the case to ensure you have all the evidence needed.

Multiple languages available with the Resolution Centre

Services Overview



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Examples of Resolution Services

Type of Cyber Event	Example Scenario	Examples of Personal Cyber Guidance Provided by our Resolution Center
Identity Theft	Customer receives a collections notice informing them that unbeknownst to them, a business was set up in their name and is overdue thousands of pounds in merchant credit.	<ul style="list-style-type: none"> Assist with notification of credit bureaus Investigate if bank/credit card company will reimburse
Financial Fraud/Fund Transfer Fraud	Customer receives scam phone call and is tricked into divulging their personal account information. Funds are transferred out of their account without their permission.	<ul style="list-style-type: none"> Assist with cancellation/freezing of accounts until situation has been resolved Investigate if bank/credit card company will reimburse lost funds Investigate if further security can be placed on account moving forward Assist with changing passwords on all accounts

Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



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Online Retail Fraud	Customer finds a great deal on a new car online. They send funds as a deposit with no follow up from seller, and discover it was a false listing.	<ul style="list-style-type: none"> • Assist with contacting retailer or online platform • Assist with changing passwords to secure shopping/sales account • Contact credit cards and/or Paypal, etc. to confirm if charge was processed • Assist with contacting law enforcement if appropriate
Ransomware Support & Recovery	Customer is locked out of their computer or mobile device and receives a message demanding payment for it to be unlocked. Their information is fully encrypted.	<ul style="list-style-type: none"> • Determine severity of situation and advise on immediate steps • Advise to disconnect computer or device from network • Determine if there are backups available and if they can be accessed • Engage IT forensic experts as needed
System Compromise	Customer's data is lost or destroyed due to ransomware, phishing, keystroke loggers, etc.	<ul style="list-style-type: none"> • Confirm system compromise has occurred and gather information (device type, operating system, etc.) • Assist with contacting law enforcement
Extortion & Reputational Damage (Social Engineering, Cyber Bullying, etc.)	Customer is being blackmailed online with private photos and videos.	<ul style="list-style-type: none"> • Assistance with filing report • Assistance collecting evidence • Liaising with bank • Engage IT forensic experts
Liability Exposure Support	Customer has had legal action taken against them or needs to take legal action as a result of a cyber incident	<ul style="list-style-type: none"> • Confirm a liability situation exists and the customer requires legal assistance • Assist with filing a claim for external legal costs as needed

Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



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We provide "Knowledge Centres" which are online portals that provide content and educational information to help you avoid becoming a victim of fraud.

Access the Portal
Chinataiping.mycybercentre.com



Feel Safe

With our Cyber Services, you will receive valuable educational resources and tools that help you better understand your data risk and take steps to prepare for a cyber incident.

If you are affected by an incident, you will have unlimited access to a hotline to call for support in determining the extent of the incident, guidance on remediation and complete support.



How to get our Help

Access our services

- ❖ Call our 24/7/363 hotline on **08000608751** and talk to one of our specialists
- ❖ We can service the line from 3am-10am GMT in Mandarin Chinese
- ❖ Go online to access our dedicated educational portal:

Chinataiping.mycybercentre.com

GLOSSARY OF CYBER TERMS

Account takeover	<ul style="list-style-type: none"> • A form of identity theft where a fraudster illegally uses bots (autonomous programs) to get access to a victim's bank, e-commerce site, or other types of accounts. A successful account takeover attack leads to fraudulent transactions and unauthorized shopping from the victim's compromised account.
Cyber Attack	<ul style="list-style-type: none"> • An attempt by hackers to damage or destroy a computer network or system – malware, phishing, denial of service, ransomware.
Cyber Bullying	<ul style="list-style-type: none"> • A form of bullying or harassment using electronic means. Cyberbullying and cyber harassment are also known as online bullying. Online bullying is targeted, deliberate and consistent. It has become increasingly common, especially among teenagers.
Extortion and Reputation Damage	<ul style="list-style-type: none"> • A crime in which one person forces another person to do something against his will, generally to give up money or other property, by threat of violence, property damage, damage to the person's reputation, or extreme financial hardship. Extortion involves the victim's consent to the crime, but that consent is obtained illegally.
Financial Fraud	<ul style="list-style-type: none"> • A deliberate deceit involving financial transactions for the purpose of personal gain and that results in a financial loss for the victim. The fraud can be committed either online, in person or via correspondence.
Hacker (white hat, gray, black)	<ul style="list-style-type: none"> • A hacker is an expert at programming and solving problems with a computer or at gaining access to information on a computer. Not all hackers are malicious. Many companies hire white hat hackers to test or challenge their information systems and to highlight security failings that require safeguarding. A grey hat hacker is a computer hacker or computer security expert who may sometimes violate laws or typical ethical standards but does not have the malicious intent typical of a black hat hacker. Black hat hackers are responsible for writing malware, which is a method used to gain access to computer systems. Their primary motivation is usually for personal or financial gain, but they can also be involved in cyber espionage, protest or perhaps are just addicted to the thrill of cybercrime.

Identity Theft

- The deliberate use of someone else's identity, usually as a method to gain a financial advantage or obtain credit and other benefits in the other person's name, and often to the other person's disadvantage or loss.

Liability

- One of the most significant words in the field of law, liability means legal responsibility for one's actions or omissions. A liability, in general, is an obligation to, or something that you owe somebody else.

Mail fraud

- A person commits mail fraud when they are involved in the mailing of something associated with fraud. Mailing contracts, receipts, and communications regarding a fraudulent deal could all be classified as mail fraud. Also includes mail sent through private and commercial carriers and also electronically through emails.

Online Retail Fraud

- A type of fraud or deception which makes use of the Internet and could involve hiding of information or providing incorrect information for the purpose of tricking victims out of money, property, and inheritance. Goods or services are offered at cheap prices but are never shipped or provided. The payments are, of course, kept.

Malware

- Malware is the collective name for a number of malicious software variants, including viruses, ransomware and spyware. Malware typically consists of code developed by cyber attackers, designed to cause extensive damage to data and systems or to gain unauthorized access to a network. The user is fooled into running an infected software or operating system for the malware to spread.

Pharming

- The fraudulent practice of directing Internet users to a bogus website that mimics the appearance of a legitimate one, in order to obtain personal information such as passwords, account numbers, etc.

Phishing

- The fraudulent practice of sending emails purporting to be from reputable companies in order to persuade or fool individuals to reveal personal information, such as passwords and credit card numbers. Some phishing scams can target organizational data in order to support espionage efforts or state-backed spying on opposition groups.

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Ransomware

- A type of malicious software designed to block access to a computer system until a sum of money is paid. It works by encrypting user data until the correct decryption key has been entered. It is usually downloaded unwittingly by clicking on an email link or a deceptive web link.

Social Engineering

- In the context of cybercrime, social engineering is the use of deception to manipulate individuals into divulging confidential or personal information that may be used for fraudulent purposes.

Systems/Data compromise

- A nice way of saying that someone or something has maliciously broken into your computer system without your knowledge or permission. It means that you can't trust the integrity of any file (program, document, spreadsheet, image, etc.) on your computer. Cardholder data compromise occurs when a merchant's payment system is accessed maliciously, and cardholder account information is stolen.

Spoofing

- In the context of information security, and especially network security, a spoofing attack is a situation in which a person or program successfully identifies as another by falsifying data, to gain an illegitimate advantage. Can apply to emails, phone calls, and websites, or can be more technical, such as a computer spoofing an IP address, Address Resolution Protocol (ARP), or Domain Name System (DNS) server.

Spyware

- Unwanted software that infiltrates your computing device, stealing your internet usage data and sensitive information. Spyware is classified as a type of malware — malicious software designed to gain access to or damage your computer, usually without your knowledge. Spyware is used for many purposes.

Two-factor authentication (2FA)

- An authentication method in which a computer user is granted access only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession, and inherence. This could be a password, telephone access, fingerprint or facial recognition or a secret question about yourself to answer. 2FA is a type of multi-factor authentication.

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CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES

CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

(1) Your responsibilities

- a) notify the **company** or **your** insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
 - i. 7 days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
 - ii. 30 days of **damage** by any other cause or **injury** insured by this **policy**
 - iii. forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process
- b) inform the police as soon possible in respect of any loss, destruction or damage arising from theft, malicious damage or other crime affecting **your business**. (<https://www.police.uk/information-and-advice/reporting-crime>)
- c) send to the **company** at **your** own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **company** and send also details of any other insurance covering the loss destruction **damage injury** or liability for which they are claiming indemnity under this **policy**
- d) take all reasonable steps to diminish or avoid the **damage** and to minimise any interruption of or interference with the **business**, or risk of **injury**
- e) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **company's** written consent
- f) must retain ownership of **your** property at all times, and not abandon any property to the **company**. The **company** will not take ownership, possession or accept liability for any of the **insured's** property unless agreed in writing first
- g) **You** are required to pay **us** the excess as noted on the **schedule** before settlement of any claim, or the excess amount will be deducted from any payments **we** make to **you** or any other party in respect of any claim made on or against **your policy**

The **company** shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the **company**.

(2) The company's rights

- a) If any event happens which may give rise to a claim under this **policy** the **company** will be entitled to:
 - i. enter the building where **damage** has occurred and to take and keep possession of **damaged property** herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no **property** may be abandoned to the **company**;
 - ii. exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **policy** by any other party
 - iii. prosecute in **your** name or the name of any other person covered by this **policy**, but for the **company's** benefit, any claim for damages or indemnity
- b) In the event of any claim under this **policy**, **you** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**
- c) **You** will provide all help and assistance and co-operation required by the **company** in connection with any claim.
- d) The **company** may at any time pay to **you** in connection with any claim, or series of claims, the amount

of the indemnity or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**

The **company** will not make any further payment in respect of such claim, or claims, except for **costs and expenses** which they have already agreed to bear and which were incurred prior to such payment.

PROCEDURE FOR NOTIFYING CLAIMS

In the event of an incident which may give rise to a claim, **you** must notify the **company**, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify **us**, please contact **our** Claims Department, quoting **your policy** number, via:

During working hours:

Write to **us** at: **China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA**

Or telephone: **020 7839 1888**; or Facsimile: **020 7621 1202**

Or via e-mail at: **newclaims@uk.cntaiping.com**

For emergency and outside of working hours:

Please contact: **IAS Chartered Loss Adjusters**

Telephone: **014 2485 0333**

PRIVACY AND YOUR PERSONAL INFORMATION

YOUR PERSONAL INFORMATION NOTICE

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available online on our website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us at:

China Taiping Insurance (UK) Co Ltd
2 Finch Lane,
London
EC3V 3NA

Telephone 020 7839 1888

London Office

2 Finch Lane, London EC3V 3NA

Telephone: 020 7839 1888 Facsimile: 020 7621 1202

Manchester Office

Manchester One, 53 Portland Street, Manchester M1 3LD

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