

# toddcue insurance.



## Public House & Restaurant Policy Wording



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# A Warm Welcome to Barbican

Thank you for taking out your Public House policy with us and welcome to Barbican Protect.

[www.barbicanprotect.com](http://www.barbicanprotect.com)

## Introduction to your Public House Policy

This document and its attachments form your Policy and between them set out what is and isn't covered by your Policy. It is important that you read it all carefully, to make sure that the insurance covers you've bought actually provide the level of protection you need. You should bear in mind that your needs can change over time as your Business develops. If they do, it's important that you let your broker, intermediary or agent know so that we can update your Policy.

If you require advice on any aspect of your Policy please speak to your usual insurance adviser.

This policy, insurance agreement, any schedule and endorsements should be read as if they are one document.

We will insure you during any period of insurance for which we have accepted your premium provided always that all the terms and conditions of this policy are kept.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any successor legislation.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

### Law applicable to the contract

This insurance contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Barbican Protect Ltd.

### Stuart Kilpatrick

Managing Director of Barbican Protect Ltd.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsement carefully and if they do not meet your needs return them to us or your insurance intermediary.

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## How to make a claim

Notifications under or queries in respect of the General Claims Conditions shall be made to:

Barbican Protect Ltd - Claims  
Minster House  
42 Mincing Lane  
London  
EC3R 7AE

Telephone: 0333 010 4839  
Out of Hours: 0800 206 1466  
Email: [barbican@triton-global.com](mailto:barbican@triton-global.com)

## Complaints Procedure

We of course aim to provide first class service. However if the Insured feels that the Company's service has fallen short of their expectation the Insured may contact the Company at any time with their complaint.

**Complaints will be handled in the following way:** – if you make a complaint we will acknowledge it within 2 working days of having received it our objective will be to resolve your complaint within 5 working days.

If you are not satisfied with the way in which a complaint has been dealt with, please write to Stuart Kilpatrick, Head of UK, at Barbican Protect Limited, 33 Gracechurch Street, London EC3V 0BT.

In relation to Section J – Legal Expenses, contact:

### The Customer Relations Department ARAG plc

White Ladies Road  
Clifton  
Bristol  
BS8 1NN

Telephone: +44 (0)117 917 1561  
Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

If we are still unable to resolve your complaint, you can refer it to Lloyd's of London.

Write to them at Complaints, Lloyd's, One Lime Street, London EC3M 7HA, e-mail them at [complaints@lloyds.com](mailto:complaints@lloyds.com) or telephone them on +44 (0)20 7327 5693. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How we can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available at the above address.

If you remain dissatisfied after Lloyd's has considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service (FOS); the contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Following this complaint procedure does not affect your subsequent right to take legal action.

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## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation from the Scheme in the unlikely event that we cannot meet our obligations to you. This depends upon the type of insurance, size of the business and circumstances of the claim. You can find out more at [www.fcsc.org.uk](http://www.fcsc.org.uk).

## Data Protection Notice

Barbican is a Data Controller and will process personal information in accordance with the Data Protection Act 1998. By submitting personal information about **You** (and others), **You** (and they) consent to it being used for the purposes described in this Data Protection Notice.

The information supplied by **You** may be:

- Used for insurance and administration including underwriting and claims services, debt collection, offering renewal, research and statistical analysis by Barbican, our associated companies and agents, by other participating insurers, suppliers and Your insurance intermediary
- Used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- Disclosed to regulatory bodies for monitoring and/or enforcing other participating insurers for compliance with regulatory rules and codes of conduct
- Shared with other insurers, either directly or via those acting for them such as loss adjusters, surveyors and investigators, shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when You apply for, renew or amend this insurance or make a claim.

Barbican may tell **You** about related products and services which we provide or which are provided by other associated companies. If **You** do not wish to receive marketing material from either category of company outlined here please write to **Us** notifying **Your** preference.

In the event of Barbican being merged with, taken over by, or transferring any part of its business to another company, **We** reserve the right to transfer **Your** personal information to that company under these terms. **You** should show this notice to anyone whose personal data may be processed to administer this policy.

### Claims History

Under the conditions of this policy you must tell us about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance or in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### Fraud Prevention & Detection

In order to prevent and detect fraud we may at any time:

- a share information about you with other organisations including the police
- b undertake credit searches
- c check and share your details with fraud prevention and detection agencies.

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If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a** checking details on applications for credit and credit related or other facilities
- b** managing credit and credit related accounts or facilities
- c** recovering debt and tracing beneficiaries
- d** checking details on proposals and claims for all types of insurance
- e** checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

In the event of the Company being merged with, being taken over by, or transferring any part of its business to another company, we reserve the right to transfer your personal information to that company under these terms. You should show this notice to anyone whose personal data may be processed to administer this policy.

## Insurance Agreement

Before this insurance contract is entered into *you* must make a fair presentation of risk to *us* in accordance with Section 3 of the Insurance Act 2015.

In summary *you* must:

- a** Disclose to *us* every material circumstance which *you* know or ought to know. Failing that, *you* must give *us* sufficient information that would put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgment of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
- b** Make the disclosure in clause a) above in a reasonably clear and accessible way; and
- c** Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause a) above, *you* are expected to know the following:

- d** If *you* are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- e** If *you* are not an individual, what is known to anybody who is part of *your* senior management or anybody who is responsible for arranging *your* insurance.
- f** Whether *you* are an individual or not, what should reasonably have been revealed by a reasonable search of information available to *you*.

The information may be held within *your* organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If *you* are insuring subsidiaries, affiliates or other parties, *we* expect *you* to have included them in *your* enquiries, and that *you* will inform *us* if *you* have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If, prior to entering into this insurance contract, *you* breach the duty of air presentation, the remedies available to *us* are set out below.

- a** If *your* breach of duty of fair presentation is deliberate or reckless:
  - i** We may avoid the contract, and refuse to pay all claims; and
  - ii** We need not return any of the premiums paid.

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- b** If *your* breach of duty of fair presentation is not deliberate or reckless, *our* remedy shall depend upon what *we* would have done if *you* had complied with the duty of fair presentation:
- i If *we* would not have entered into the contract at all, *we* may avoid the contract and refuse all claims, but must return the premiums paid.
  - ii If *we* would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if *we* so require.
  - iii In addition, if *we* would have entered into the contract, but would have charged a higher premium (whether the terms relating to matters other than premium would have been the same or different), *we* may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, *we* shall only pay  $W\%$  of what it would otherwise have been required to pay, where  $W = (\text{premium actually charged/higher premium}) \times 100$ .

If, prior to entering into a variation to this insurance contract, *you* shall breach the duty of fair presentation, the remedies available to *us* are set out below.

- a** If *your* breach of the duty of fair presentation is deliberate or reckless:\
- i *We* may by notice to *you* treat the contract as having been terminated from the time when the variation was concluded; and
  - ii *We* need not return any of the premiums paid.
- b** If *your* breach of the duty of fair presentation is not deliberate or reckless, *our* remedy shall depend upon what *we* would have done if *you* had complied with the duty of fair presentation:
- i If the total premium was increased or not changed as a result of the variation and:
    - a *We* would not have agreed to the variation at all, *we* may treat the contract as if the variation had never been made, but must in that event return any additional premium paid.
    - b *We* would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if *we* so require.
    - c In addition, if *we* would have agreed to the variation but would have increased the premium or increased the premium by more than it did (whether the terms relating to matters other than premium would have been the same or different), then *we* may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, *we* shall only pay  $X\%$  of what it would otherwise have been required to pay, where  $X = (\text{total premium actually charged/premium we would have charged}) \times 100$ .
  - ii If the total premium was reduced as a result of the variation and:
    - a *We* would not have agreed to the variation at all, *we* may treat the contract as if the variation was never made and may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, *we* shall only pay  $Y\%$  of what it would otherwise have been required to pay, where  $Y = (\text{total premium actually charged/original premium}) \times 100$ .
    - b *We* would have agreed to the variation on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if *we* so require.
    - c In addition, if *we* would have agreed to the variation but would have increased the premium or would not have reduced the premium or would have reduced it by less than it did (whether the terms relating to matters other than premium would have been the same or different), *we* may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, *we* shall only pay  $Z\%$  of what *we* would otherwise have been required to pay, where  $Z = (\text{total premium actually charged/original premium if we would not have changed it and otherwise the increased or reduced total premium the Company would have charged}) \times 100$ .

*We* must prove that any breach specified in 1 or 2 above is deliberate or reckless.

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We recommend that *you* keep a record of all information including copies of letters supplied to *us* and *your* insurance broker. A copy of all information *you* provide to *us* or *your* insurance broker provides to *us* on *your* behalf will be supplied to *you* upon request.

This insurance contract is also subject to the following statements being accurate and complete unless before this policy commences *you* have disclosed such information to *us* and *we* have agreed to that information in writing.

- a** that neither *you* or any director or officer of *your business* has:
  - i been convicted or charged (but not yet tried) with a criminal offence other than a motoring offence
  - ii received an official caution for a criminal offence within the last 3 years other than a motoring offence
  - iii ever been declared bankrupt and/or been a director of a company which has gone into liquidation, administration or receivership
  - iv ever knowingly failed to conform to legislation pertaining to health and safety at work
- b** no insurer has ever:
  - i declined a proposal for insurance
  - ii not invited a renewal
  - iii cancelled a policy
  - iv imposed special conditions or requested extra precautions to be taken by *you*.

This means that if either of the above statements later turns out to be inaccurate or incomplete then depending on whether you acted deliberately and recklessly or carelessly we may be entitled to avoid the contract and refuse to pay all claims or charge a higher premium or impose different terms.

### Meaning of words

Where certain words in the policy have special meanings then those words are identified by their appearing in *italics* and will have the meanings as are given below or defined at the beginning of the appropriate section or sub-section.

#### **Average**

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount *we* will pay will be reduced in proportion to the amount of the underinsurance.

#### **Bodily Injury**

Death, injury, illness or disease.

#### **Buildings**

The *buildings* of the *premises* shown in the schedule and including a) the public house and its associated residential accommodation and any *outbuildings* that are used in connection with the *business* or for domestic purposes b) landlord's fixtures and fit tings.

#### **Business**

The *business* shown in the schedule including: a) the provision and management of canteen, social, sports and welfare organisations for the benefit of *your employees* and first aid, fire and ambulance services b) maintenance of property and *premises* owned or occupied by *you*.

#### **Damage**

Loss or *damage*.

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**Employee**

Any of the following people working for *you* in connection with *your business*: a) anyone who has entered into or who works under a contract of service or apprenticeship with *you* b) any labour only subcontractor or anyone employed by them c) any self-employed person d) anyone who is engaged under a Work Experience Scheme or similar scheme e) anyone who is hired or borrowed by *you*.

**Excess**

Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount of any claim for which you will be responsible and which will be deducted from the amounts we will pay for all claims for *damage* to material property after all other terms and conditions have been applied.

**Premises**

The *buildings* and the land within the boundaries belonging to them.

**We, Us or Our**

Barbican Protect Ltd.

**You or Your**

The person, people or the company shown in the schedule as the Insured.

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# Section A – Buildings

## Property Insured

For the purposes of this section *buildings* also includes walls, gates and fences around the *buildings* and belonging to them.

## The Cover

	What is insured	What is not insured
<b>Buildings</b>	The <i>buildings</i> are insured against <i>damage</i> caused by the events in paragraph 1-10.	Please see Conditions and Exclusions detailed on pages of the policy.
	<b>1</b> Fire, lightning, explosion or earthquake.	
	<b>2</b> Theft or attempted theft.	<p><i>Damage</i> caused:</p> <ul style="list-style-type: none"> <li>■ <i>Damage</i> caused by or contributed to by any of <i>your employees</i> unless such <i>damage</i> involves entry to or exit from the <i>buildings</i> through forceful means</li> <li>■ Deficiencies discovered at stocktaking.</li> <li>■ Any <i>damage</i> occurring without reasonable evidence that an act of theft or attempted theft has taken place.</li> </ul>
	<b>3</b> Riot or civil, labour or political disturbances or vandals or malicious people.	<p><i>Damage</i> caused:</p> <ul style="list-style-type: none"> <li>■ by theft or attempted theft</li> <li>■ through confiscation, destruction or requisition by order of the Government or any Public Authority.</li> </ul> <p><i>Damage</i> resulting from stoppage of work.</p>
	<b>4</b> Storm or flood.	<p><i>Damage</i>:</p> <ul style="list-style-type: none"> <li>■ caused by frost, subsidence, ground heave or landslip</li> <li>■ to gates and fences</li> <li>■ caused by a change in the water table level.</li> </ul>
	<b>5</b> Escape of water from fixed water apparatus. We will also pay for damage to any fixed water apparatus caused by freezing or forcible or violent bursting.	
	<b>6</b> Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.	

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	What is insured	What is not insured
7	Falling aerials, aerial fittings or masts.	<i>Damage</i> arising from the erection, dismantling, repair or maintenance of such apparatus.
8	Leakage of fuel oil used solely for domestic purposes in connection with the buildings.	
9	Leakage of beer from fixed tanks, pipes or apparatus.	
10	Subsidence, ground heave or landslip Please see condition 13 on page 54	<p><i>Damage</i></p> <ul style="list-style-type: none"> <li>■ caused by the settlement or movement of made up ground or by coastal or riverbank erosion</li> <li>■ occurring while the <i>buildings</i> or any part of the <i>buildings</i> is in the course of erection, demolition, structural alteration or structural repair</li> <li>■ caused by normal settlement or bedding down of structures within 2 years of completion or during the contract maintenance period whichever is the longer.</li> </ul>
11	The insured events 1-10 of section A are extended to include damage from any cause which is not otherwise insured under events 1-10 of section A and which are not excluded by the terms, conditions and limitations of the policy.	<p><i>Damage</i> caused by or happening through:</p> <ul style="list-style-type: none"> <li>i faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or <i>damage</i> resulting from another cause which happens afterwards and is not otherwise excluded</li> <li>ii collapse or cracking of buildings</li> <li>iii corrosion, rust, change in emperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching</li> <li>iv change in colour, flavour, texture or finish but this shall not exclude such damage if resulting from a cause which is not otherwise excluded</li> <li>v Theft or attempted theft</li> <li>vi Acts of fraud or dishonesty</li> <li>vi disappearance, unexplained or inventory shortage, misfiling or misplacing of information</li> </ul>

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		What is insured	What is not insured
			<p>vii cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers but this shall not exclude:</p> <p>a such damage if resulting from a cause which is not otherwise excluded.</p> <p>b subsequent damage if resulting from another cause which happens afterwards and is not otherwise excluded.</p> <p>viii Subsidence, ground heave, or landslip</p> <p>ix Any process of cleaning, repairing, restoring, cutting, preparation or fitting</p> <p>x wind, rain, hail, sleet, snow, flood or dust to moveable property in the open</p> <p>xi felling or lopping trees</p> <p>Damage to:</p> <p>a property in transit</p> <p>b property or structures in course of construction or erection and materials or supplies in connection with all such property</p> <p>c gates or fences.</p>
	<b>12</b>	Accidental <i>damage</i> to underground cables, pipes or tanks servicing the <i>buildings</i> for which <i>you</i> are responsible.	Any consequential <i>damage</i> .
<b>Glass</b>	<b>13</b>	<p>Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which <i>you</i> are responsible at the <i>premises</i>. The most <i>we</i> will pay is the cost of replacing the broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.</p> <p>We will also pay for:</p> <ul style="list-style-type: none"> <li>■ the cost of boarding up until the broken glass is replaced</li> <li>■ <i>damage</i> to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass. The most <i>we</i> will pay for damage to frames and framework and for removal or replacement of trade contents is £500.</li> </ul>	Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss. Breakage of cracked or scratched glass. <i>Damage</i> resulting from repairs or alterations to the <i>premises</i> .

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<b>Sanitaryware</b>	<b>14</b>	Accidental breakage of installed sanitaryware at the <i>premises</i> for which <i>you</i> are responsible.	<i>Damage</i> resulting from repairs or alterations to the <i>premises</i> .
<b>Rent</b>	<b>15</b>	If the <i>building</i> is made uninhabitable by <i>damage</i> from any cause insured by this section, <i>we</i> will pay for loss of rent, until the <i>building</i> is repaired or reinstated. The most <i>we</i> will pay for loss of rent is 15% of the sum insured on <i>buildings</i> and <i>provided</i> the work of repair or reinstatement is carried out without unreasonable delay.	
<b>Property Owners Liability</b>	<b>16</b>	Any amounts which <i>you</i> , as owner of the <i>premises</i> become legally liable to pay as compensation for an accident, occurring during the period of insurance, which causes <i>bodily injury</i> to a person or <i>damage</i> to property. The most <i>we</i> will pay for any claim or claims arising from any one event is £5,000,000. So long as you obtain our prior written consent <i>we</i> will also pay for costs. <i>Your</i> legal liability under Section 3 of The Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975 in connection with any public house <i>premises</i> which have been disposed of by <i>you</i> . <i>Provided</i> always <i>you</i> have no other more specific insurance in force. The most <i>we</i> will pay for any one claim or claims arising from any one event is £5,000,000. So long as you obtain our prior written consent <i>we</i> will also pay for costs. plus costs agreed by <i>us</i> in writing.	Any liability: <ul style="list-style-type: none"> <li>■ arising from an agreement which imposes a liability which <i>you</i> would not otherwise have been under</li> <li>■ arising from the occupation of the <i>premises</i></li> <li>■ for <i>damage</i> to property owned or held in trust by <i>you</i> or in <i>your</i> custody or control</li> <li>■ for <i>bodily injury</i> to any <i>employee</i></li> <li>■ for the cost of remedying any defect or alleged defect in the <i>premises</i></li> </ul> <p>for any <i>damage</i>, <i>bodily injury</i>, cost or expense directly or indirectly caused by or contributed to by arising out of asbestos, asbestos fibres or any derivatives of asbestos.</p>
<b>Landscaped Gardens</b>	<b>17</b>	<i>Damage</i> of landscaped gardens caused by the Emergency Services in attending the <i>premises</i> as a result of an insured peril of this section. The most <i>we</i> will pay is £10,000 in any one period of insurance	
<b>Trace and Access</b>	<b>18</b>	In the event of <i>damage</i> by an event in paragraphs 5, 8 or 9 <i>we</i> will also pay for: <ul style="list-style-type: none"> <li>■ costs and expenses incurred in locating the source of the <i>damage</i></li> <li>■ costs and expenses incurred in repairing any <i>damage</i> caused in locating the source of the <i>damage</i>. The most <i>we</i> will pay for trace and access costs is £2,500.</li> </ul>	

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		<b>What is insured</b>	<b>What is not insured</b>
<b>Settling Claims</b>	<b>19</b>	We will pay the full cost of repair or reinstatement of the damaged part of the <i>buildings</i> provided the work is carried out without unreasonable delay or at <i>our</i> option we will arrange for the work to be carried out. However, if the buildings are in a poor state of repair or decoration then we will take off an amount for wear and tear.	We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the <i>buildings</i> when new.
<b>Average</b>	<b>20</b>	The sum insured under each <i>building</i> is separately subject to <i>average</i> .	
<b>Additional Costs</b>	<b>21</b>	We will pay the necessary and reasonable expenses that <i>you</i> incur in repairing or reinstating the <i>buildings</i> following <i>damage</i> insured under this section, namely: <ul style="list-style-type: none"> <li>■ fees to architects, surveyors, consulting engineers and others</li> <li>■ the cost of clearing the site and making it and the <i>premises</i> safe</li> <li>■ the cost of complying with any government or local authority requirement following <i>damage</i> unless <i>you</i> were given notice of the requirement before the <i>damage</i>.</li> </ul>	We will not pay: <ul style="list-style-type: none"> <li>■ fees for preparing a claim under this section</li> <li>■ for the cost of undamaged parts of the <i>buildings</i> (except the foundations of the damaged parts)</li> <li>■ the cost of work stipulated in any notice already served upon <i>you</i></li> <li>■ costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent</li> <li>■ costs or expenses arising from pollution or contamination of property not insured by this policy.</li> </ul>
<b>Limits</b>	<b>22</b>	The most we will pay for <i>damage</i> to the <i>buildings</i> , including additional costs, is the sum insured under section A.	
<b>Automatic Reinstatement of the Sum Insured</b>	<b>23</b>	We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give <i>you</i> written notice to the contrary. Provided <i>you</i> always: <ul style="list-style-type: none"> <li>■ pay the appropriate additional premium</li> <li>■ take immediate steps to carry out any amendments in the protection of the <i>premises</i> that we may require.</li> </ul> <p>The most we will reinstate in any one period of insurance is the sum insured.</p>	
<b>Selling your buildings</b>	<b>24</b>	If <i>you</i> are selling <i>your building</i> we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.	

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<b>Excess</b>	<b>25</b>	The excess applicable under this section is shown in the schedule to the attached policy.	
		<p><b>Special Exclusion applying to section A</b></p> <p>Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to the property insured caused by:</p> <ul style="list-style-type: none"> <li>■ pollution or contamination which itself results from any of the insured events 1-6 under this section</li> <li>■ any of insured events 1-6 under this section which itself results from pollution or contamination.</li> </ul> <p>Your attention is drawn to the Conditions and Exclusions detailed on pages of the policy.</p>	

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## Section B – Trade Contents

Meaning of Words		
<b>Trade Contents</b>		
<b>1</b>	Stock in trade and goods in trust	
<b>2</b>	Trade fixtures and fittings, machinery and all other contents including: <ul style="list-style-type: none"> <li>■ the <i>premises</i> front and, if fixed to the <i>buildings</i>, any external signs, fitments and blinds</li> <li>■ any telephone installation, gas or electricity meter</li> <li>■ <i>business</i> books for their value stationery plus the cost of clerical labour to reproduce them</li> <li>■ <i>your</i> pedal cycles, clothing and personal effects or those of <i>your employees</i> up to £1,000 any one person if not otherwise insured and Guest Effects up to £1,000 if not otherwise insured</li> <li>■ computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most we will pay is £10,000</li> <li>■ tenants improvements and decorations</li> </ul> All contained in the <i>buildings</i> and belonging to <i>you</i> or for which <i>you</i> are responsible.	The following property is not included as <i>trade contents</i> : <ul style="list-style-type: none"> <li>■ glass in the <i>premises</i> front</li> <li>■ personal belongings comprising jewellery and furs</li> <li>■ landlord's fixtures and fittings</li> <li>■ motor vehicles and their accessories</li> <li>■ livestock</li> <li>■ deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection</li> <li>■ documents, manuscripts, plans, patterns, models, moulds or designs</li> <li>■ any cost in connection with producing information to be recorded in documents, manuscripts, <i>business</i> books or computer system records</li> <li>■ explosives</li> <li>■ cash, cheques, stamps or banknotes except as provided for elsewhere in this section</li> <li>■ property more specifically insured</li> </ul>

### The cover

	What is insured	What is not insured
<b>Trade contents</b>	The <i>trade contents</i> are insured against <i>damage</i> caused by the events in paragraph 1-11.	<i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages of the policy.
<b>1</b>	Fire, lightning, explosion or earthquake.	
<b>2</b>	a Theft or attempted theft. We will also pay for <i>damage</i> to the public house for which <i>you</i> are legally responsible. b Robbery or attempted robbery committed in the <i>premises</i> . So long as the drawer of any cash register is left open and empty whenever the public house is closed for <i>business</i> or left <i>unattended</i> .	<i>Damage</i> caused by or contributed to by any of <i>your employees</i> unless such <i>damage</i> involves entry to or exit from the <i>buildings</i> by forcible and violent means deficiencies discovered at stocktaking.  any <i>damage</i> occurring without reasonable evidence that an act of theft or attempted theft has taken place.

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3	Riot or civil, labour or political disturbances or vandals or malicious people.	<p><i>Damage caused:</i></p> <ul style="list-style-type: none"> <li>■ by theft or attempted theft</li> <li>■ through confiscation, destruction or requisition by order of the Government or any Public Authority.</li> </ul> <p><i>Damage resulting from stoppage of work.</i></p>
4	Storm or flood.	<p><i>Damage:</i></p> <ul style="list-style-type: none"> <li>■ caused by frost, subsidence, ground heave or landslip</li> <li>■ to gates and fences</li> <li>■ due to a change in the water table level.</li> </ul>
5	Escape of water from fixed water apparatus.	<i>Damage to stock in trade or goods in trust in any cellar or basement unless placed on racks at least 15 centimetres above floor level other than watertight barrels or kegs or other watertight container.</i>
6	Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.	
7	Falling aerials, aerial fittings or masts.	<i>Damage arising from the erection, dismantling, repair or maintenance of such apparatus.</i>
8	Leakage of fuel oil used solely for heating purposes in connection with the <i>buildings</i> .	
9	Leakage of beer from fixed tanks, pipes or apparatus.	
10	Subsidence, ground heave or landslip. Please see condition 13 on page 54	<p><i>Damage</i></p> <ul style="list-style-type: none"> <li>■ caused by the settlement or movement of made up ground or by coastal or riverbank erosion</li> <li>■ occurring while the <i>buildings</i> or any part of the <i>buildings</i> is in the course of erection, demolition, structural alteration or structural repair</li> <li>■ caused by normal settlement or bedding down of structures within 2 years of completion or during the contract maintenance period whichever is the longer.</li> </ul>

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	<p><b>11</b> The insured events 1-10 of section B and additional covers 20, 21, 22 and 23 of Section B are extended to include <i>damage</i> from any cause which is not insured under events 1-10 of section B and the aforementioned additional covers and which is not excluded by the terms, conditions and limitations of the policy.</p>	<p><i>Damage</i> caused by or happening through:</p> <ul style="list-style-type: none"> <li>i faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or <i>damage</i> resulting from another cause which happens afterwards and is not otherwise excluded</li> <li>ii <ul style="list-style-type: none"> <li>i. collapse or cracking of <i>buildings</i></li> <li>ii. corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching</li> <li>iii. change in colour, flavour, texture or finish but this shall not exclude such <i>damage</i> if resulting from a cause which is not otherwise excluded</li> </ul> </li> <li>iii Theft or attempted theft</li> <li>iv Acts of fraud or dishonesty</li> <li>v <ul style="list-style-type: none"> <li>i. disappearance, unexplained or inventory shortage, misfiling or misplacing of information</li> <li>ii. cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers</li> </ul> <p>but this shall not exclude:</p> <ul style="list-style-type: none"> <li>a such <i>damage</i> if resulting from a cause which is not otherwise excluded.</li> <li>b subsequent <i>damage</i> if resulting from another cause which happens afterwards and is not otherwise excluded.</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>vi Subsidence, ground heave, or landslip</li> <li>vii Any process of cleaning, repairing, restoring, cutting, preparation or fitting</li> <li>viii wind, rain, hail, sleet, snow, flood or dust to moveable property in the open</li> <li>ix felling or lopping trees</li> </ul> <p><i>Damage to:</i></p> <ul style="list-style-type: none"> <li>a property in transit</li> <li>b property or structures in course of construction or erection and materials or supplies in connection with all such property</li> <li>c baize playing surfaces of games tables when in use.</li> </ul>
<b>Glass</b>	<p><b>12</b> Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which <i>you</i> are responsible in the <i>premises</i>. The most <i>we</i> will pay is the cost of replacing the broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262. We will also pay for:</p> <ul style="list-style-type: none"> <li>■ the cost of boarding up until the broken glass is replaced</li> <li>■ <i>damage</i> to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass. The most <i>we</i> will pay is £1,000.</li> </ul>	<p>Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss. Breakage of cracked or scratched glass. <i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
<b>Sanitaryware</b>	<p><b>13</b> Accidental breakage of fixed sanitaryware at the <i>premises</i> for which <i>you</i> are responsible.</p>	<p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
<b>Seasonal Increase</b>	<p><b>14</b> The sums insured by items 1, 2 and 4 of the schedule of section B will be increased each year by 50%:</p> <ul style="list-style-type: none"> <li>■ automatically during November and December</li> <li>■ automatically for 15 days preceding and including any bank or public holiday and for a period of 15 days thereafter</li> <li>■ or for any other 3 month period to which we agree in writing</li> </ul>	

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<b>Outside Catering</b>	<b>15</b> Damage to <i>trade contents</i> by an Insured event in paragraphs 1 to 11 and occurring in any permanent building where the Insured is providing outside catering. The most we will pay is £5,000 any one claim.	
<b>Property in the Open</b>	<b>16</b> <i>Damage</i> to furniture, fixtures and fittings and utensils in the open included under Section B of this policy whilst at the <i>premises</i> . The most we will pay is £5,000 any one claim.	
<b>Landscaped Gardens</b>	<b>17</b> <i>Damage</i> to contents of landscaped gardens caused by the Emergency Services in attending the <i>premises</i> as a result of an insured peril of this section. The most we will pay is £10,000 in any one period of insurance.	

Cover for Additional costs	
<b>Property Temporarily Removed</b>	<p>We will pay for damage to <i>trade contents</i> whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-11. Provided always that the <i>trade contents</i> remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. We will not pay for:</p> <ul style="list-style-type: none"> <li>■ stock or goods in trust</li> <li>■ <i>your</i> belongings or those of <i>your employees</i></li> <li>■ <i>damage</i> caused by storm or flood whilst in the open.</li> </ul> <p>The most we will pay is 20% of the sum insured by item 1 of section B as specified in the schedule.</p>
<b>Exhibition Cover</b>	<p>We will pay for <i>damage</i> by an event in paragraphs 1-11 to <i>trade contents</i> belonging to <i>you</i> or for which <i>you</i> are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. We will not pay for <i>your</i> personal belongings or those of <i>your employees</i>, directors or visitors. The most we will pay is £2,500.</p>
<b>Lock and Key Replacement</b>	<p>We will pay for the necessary replacement of locks following the loss of keys to the <i>buildings</i> or to any safe or strongroom in the <i>buildings</i> by theft from:</p> <ul style="list-style-type: none"> <li>■ the <i>buildings</i></li> <li>■ the home of any <i>employee</i> or director or by robbery at the insured <i>premises</i> The most we will pay is £1,000.</li> </ul>
<b>Loss of Metered Water &amp; Oil</b>	<p>We will pay excess water charges demanded from <i>you</i> by the water supplier following loss of metered water as a result of <i>damage</i> to fixed water pipes, apparatus and tanks by an event in paragraphs 1-11. We will pay for the loss of oil contained in a fixed installation at the <i>premises</i> as a result of <i>damage</i>. The most we will pay is £5,000.</p>
<b>Trace and Access</b>	<p>In the event of <i>damage</i> by an event in paragraphs 5, 8 or 9 we will also pay for:</p> <ul style="list-style-type: none"> <li>■ costs and expenses incurred in locating the source of the <i>damage</i></li> <li>■ costs and expenses incurred in repairing any <i>damage</i> caused in locating the source of the <i>damage</i> The most we will pay is £2,500</li> </ul>

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<b>Debris Removal Costs</b>	<p>We will pay for costs and expenses incurred for removing debris of the <i>trade contents</i> following <i>damage</i> by any of the events in paragraphs 1-11. We will not pay for:</p> <ul style="list-style-type: none"> <li>■ costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent</li> <li>■ costs or expenses arising from pollution or contamination of property not insured by this policy.</li> </ul>	
<b>Settling claims</b>	<p>In the event of <i>damage</i> by an event in paragraphs 1-11 to the property insured:</p> <ul style="list-style-type: none"> <li>■ by item 3 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided always the cost is incurred</li> <li>■ under any other item in section B as specified in the schedule we will indemnify <i>you</i> either by payment, repair, or at <i>our</i> option, reinstatement.</li> </ul>	
<b>Average</b>	The sums insured by this section are subject to <i>average</i> .	
<b>Limits</b>	The most we will pay under any item is the sum insured applicable to that item.	
<b>Automatic Reinstatement of the Sum Insured</b>	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give written notice to the contrary. Provided always :</p> <ul style="list-style-type: none"> <li>■ <i>you</i> pay the appropriate additional premium</li> <li>■ <i>you</i> take immediate steps to carry out any amendments in the protections of the <i>premises</i> that we may require. The most we will reinstate in any one period of insurance is the sum insured.</li> </ul>	
<b>Excess</b>	The <i>excess</i> applicable under this section is shown in the schedule attached to the policy.	
<b>Money</b>	<b>18</b>	<p><b>Meaning of words</b></p> <p><b>Money</b></p> <p>Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers, National Health Prescriptions and gift tokens accepted by <i>you</i> and VAT purchase invoices, all pertaining to the <i>business</i> and belonging to <i>you</i> or for which <i>you</i> are responsible.</p> <p><b>Business Hours</b></p> <p>Any time when <i>you</i> or any of <i>your employees</i> or directors with responsibility for <i>money</i> are in the <i>business</i> portion of <i>your premises</i> for the purpose of <i>your business</i>.</p>

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	<p>Physical <i>damage</i> to:</p> <ul style="list-style-type: none"> <li>■ <i>money</i></li> <li>■ safes or strongrooms which normally contain <i>money</i> caused by theft or attempted theft.</li> </ul> <p>Provided always:</p> <p><b>a</b> whenever the public house is unattended any safe containing <i>money</i> is securely locked and all keys to that safe are removed from the <i>premises</i> or kept on <i>your</i> person or one of <i>your employees</i> unless the <i>premises</i> is occupied by <i>you</i> or an authorised employee in which case such keys if left on the <i>premises</i> shall be deposited in a secure place not in the vicinity of the safe</p> <p><b>b</b> <i>you</i> keep a complete record of <i>money</i> in transit and on <i>your premises</i> and deposit that record in a secure place other than a safe or strongroom containing <i>money</i></p> <p><b>c</b> <ul style="list-style-type: none"> <li>■ where <i>money</i> in transit insured by item (i) exceeds £3,000 it must be accompanied by at least 2 able-bodied adults</li> <li>■ where <i>money</i> in transit insured by item (i) exceeds £5,000 it must be accompanied by at least 3 able-bodied adults.</li> </ul> </p> <p>Personal money belonging to or which is the responsibility of <i>you</i> or any member of <i>your</i> family permanently residing with <i>you</i> whilst anywhere in the world.</p> <p><i>We</i> will indemnify <i>you</i> or any member of <i>your</i> family permanently residing with <i>you</i> against liability under the terms of issue of any credit card used in connection with the <i>business</i> for loss following fraudulent use thereof by any unauthorised person.</p> <p>Provided always;</p> <p><b>a</b> any loss of credit cards is reported to the police within 24 hours of your discovering the loss</p> <p><b>b</b> any loss of credit cards is reported to the issuing company immediately</p> <p><b>c</b> the conditions of issue of the credit cards have been complied with.</p>	<p>Loss from any unattended road vehicle.</p> <p><i>Damage</i> caused by or due to:</p> <ul style="list-style-type: none"> <li>■ the dishonest acts of any employee not discovered within 14 days of the occurrence</li> <li>■ clerical or accounting errors.</li> </ul>

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	The most we will pay is listed as follows:	
	For <i>money</i> in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices.	£250,000
	For <i>money</i> in any other form:	
	i in transit by <i>you</i> or <i>your employees</i>	£5,000
	ii in transit by post (but no more than £5 per packet while in transit by unregistered post)	£1,000
	iii in any bank night safe	£5,000
	iv in <i>your premises</i> during <i>business hours</i>	£5,000
	v in <i>your premises</i> outside <i>business hours</i> in a locked safe or strongroom	£5,000
	vi in <i>your premises</i> outside <i>business hour</i> not in a locked safe or strongroom	£500
	vii in <i>your home</i> or that of any authorised <i>employee</i>	£500
	viii in gaming and vending machines	£500
	ix personal money in any one period of insurance	£250
	x fraudulent use of credit cards in any one period of insurance	£500
	xi elsewhere	NIL
	<b>Money Seasonal Increase</b>	
	The most we will pay in respect of the above is increased as stated below for the period 23rd December to 28th December inclusive and Good Friday, Easter Saturday, Easter Sunday, Easter Monday and the following Tuesday. Limits not restated remain unaltered.	
	i in transit by <i>you</i> or <i>your employees</i>	£6,000
	iii in any bank night safe	£6,000
	iv in <i>your premises</i> during <i>business hours</i>	£6,000
	v in <i>your premises</i> outside <i>business hours</i> in a locked safe or strongroom	£6,000
	vi in <i>your premises</i> outside <i>business hour</i> not in a locked safe or strongroom	£1,000
<b>Malicious Attack</b>	<b>19</b>	<p>We will pay the sum or sums set out in the Table of Benefits shown below if you or any employee sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal money or trade contents. Provided always:</p> <ul style="list-style-type: none"> <li>■ you or any employee is engaged on your business at the time of the attack</li> <li>■ the money or trade contents are insured under the policy</li> <li>■ under benefit E we will not pay the benefit for more than 104 weeks</li> <li>■ we will only pay a benefit if death or disablement occurs within 12 months of the date of injury</li> <li>■ if we are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident per week</li> <li>■ we will not pay for more than one benefit for the same period of time</li> <li>■ no benefit shall be paid until its entire amount has been agreed.</li> </ul>

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		For money in any other form:	
		<p><b>Table of Benefits</b></p> <p>If physical injury is the only and direct cause of:</p> <p><b>a</b> Death 10,000</p> <p><b>b</b> Total loss of one or more limbs £10,000</p> <p><b>c</b> Loss of sight £10,000</p> <p><b>d</b> Permanent total inability to attend to any occupation or business £10,000</p> <p><b>e</b> Temporary total inability to attend to the usual occupation or business Normal weekly wage or salary up to £100 per week</p>	
		If any clothing or personal belongings of <i>you</i> or an <i>employee</i> are damaged as a result of malicious attack by anyone attempting to steal <i>money</i> or <i>trade contents</i> , we will pay for that loss. The most we will pay for one person is £500.	
<b>Business Interruption and Book Debts</b>	<b>20</b>	<p><b>Meaning of words</b></p> <p><b>Damage</b> Loss or <i>damage</i>.</p> <p><b>Income</b> The money paid or payable to <i>you</i> in the course of <i>your business</i> at the public house <i>premises</i> for goods sold or delivered and services provided less the purchase cost of the goods.</p> <p><b>Indemnity period</b> The period beginning with the occurrence of the <i>damage</i>, and ending not later than 24 months after, during which the results of the <i>business</i> shall be affected in consequence of the <i>damage</i>.</p> <p><b>Notifiable disease</b> Illness sustained by any person resulting from:</p> <ul style="list-style-type: none"> <li>■ food or drink poisoning</li> <li>■ one of the following specified human infectious or human contagious diseases: <ul style="list-style-type: none"> <li>• Acute encephalitis</li> <li>• Acute poliomyelitis</li> <li>• Bubonic Plague</li> <li>• Anthrax</li> <li>• Cholera</li> <li>• Diphtheria</li> <li>• Dysentery</li> <li>• Legionellosis</li> <li>• Legionnaires Disease</li> <li>• Leprosy</li> <li>• Leptospirosis</li> <li>• Malaria</li> <li>• Measles</li> <li>• Meningitis</li> <li>• Meningococcal Infection</li> <li>• Mumps</li> <li>• Ophthalmia neonatorum</li> <li>• Paratyphoid Fever</li> <li>• Rabies</li> <li>• Relapsing fever</li> <li>• Rubella</li> <li>• Scarlet Fever</li> <li>• Smallpox</li> <li>• Tetanus</li> <li>• Tuberculosis</li> <li>• Typhoid Fever</li> <li>• Typhus Fever</li> <li>• Viral hepatitis</li> <li>• Viral Haemorrhagic</li> <li>• Whooping Cough</li> <li>• Yellow Fever</li> </ul> </li> </ul> <p>an outbreak of which a competent local authority has stipulated shall be notified to them.</p>	

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	<p><b>Outstanding debit balances</b></p> <p>The amounts debited or invoiced to customers as set out in <i>your</i> accounts but not paid at the time of the <i>damage</i> adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on <i>your business</i>.</p> <p><b>Professional accountant's charges</b></p> <p>The reasonable charges payable by <i>you</i> to <i>your</i> professional accountant for producing details that <i>we</i> require for any claim.</p>
<p><b>Business Interruption</b></p>	<p><b>The cover</b></p> <p>We will pay for the loss of <i>income</i> occurring during the <i>indemnity period</i> resulting from <i>Damage</i> caused by any of the insured events 1 -13 under this section to any of the following:</p> <ul style="list-style-type: none"> <li>■ the <i>trade contents</i> or glass insured under this section</li> <li>■ the <i>buildings</i> of the <i>premises</i> shown in the schedule provided always at the time of the <i>damage</i> there shall be an insurance in force covering <i>your</i> interest in the property at the <i>premises</i> against <i>damage</i> and that payment shall have been made or liability admitted under that insurance</li> <li>■ property in the vicinity of the <i>premises</i> which prevents or hinders the use of the public house or access to it. We will pay:</li> <li>■ the difference between the <i>income</i> you would have received during the <i>indemnity period</i> if there had been no <i>damage</i> and the <i>income</i> you actually received during that period</li> <li>■ extra expenses that <i>you</i> necessarily and reasonably incur in order to minimise the interruption or interference with the <i>business</i> during the <i>indemnity period</i>. Provided always the expenses incurred are not more than the reduction in <i>income</i> which would otherwise have been incurred</li> <li>■ <i>professional accountant's charges</i>. We will take into account in calculating the payment:</li> <li>■ any savings during the <i>indemnity period</i> from <i>business</i> expenses payable out of <i>income</i> which stop or are reduced as a result of the <i>damage</i></li> <li>■ any <i>income</i> you earn from conducting the <i>business</i> elsewhere during the <i>indemnity period</i>.</li> </ul> <p>The definition of damage includes:</p>
	<p><b>1</b></p> <ul style="list-style-type: none"> <li>a any occurrence of a <i>notifiable disease</i> at the <i>Premises</i> or attributable to food or drink supplied from the <i>Premises</i></li> <li>b any discovery of an organism at the <i>Premises</i> likely to result in the occurrence of a <i>notifiable disease</i></li> <li>c the discovery of vermin or pests at the <i>Premises</i> which causes restrictions on the use of the <i>Premises</i> on the order or advice of the competent local authority</li> <li>d any accident causing defects in the drains or other sanitary arrangements at the <i>Premises</i> which causes restrictions on the use of the <i>Premises</i> on the order or advice of the competent local authority</li> <li>e any occurrence of murder or suicide at the <i>Premises</i></li> </ul> <p>Provided that the beginning of the <i>indemnity period</i> will be:</p> <ul style="list-style-type: none"> <li>i in the case of a) b) and e), when the incident happens or is discovered</li> <li>ii in the case of c) and d), the date when the restrictions on the <i>premises</i> are applied</li> </ul> <p>For the period specified in the <i>indemnity period</i>.</p>

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	<p>We will not pay for:</p> <ul style="list-style-type: none"> <li>■ loss arising from restrictions on the use of the <i>Premises</i> in consequence of an emergency prohibition notice or emergency prohibition order being served against <i>you</i> or the manager of the <i>Premises</i> in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment</li> <li>■ any costs incurred in the cleaning, repair, replacement, recall or checking of property.</li> </ul>
	<p><b>Supplementary Conditions</b></p> <ul style="list-style-type: none"> <li>■ We shall only be liable for the loss arising at those <i>Premises</i> which are directly affected by the occurrence, discovery or accident</li> <li>■ You comply with all issues identified as Contraventions arising from a Food <i>Premises</i> Inspection Report within the timescales stated in such report</li> <li>■ You notify <i>us</i> immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against <i>you</i> or the manager of the <i>Premises</i> in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment.</li> </ul>
2	Damage at any suppliers' premises within the United Kingdom
3	The accidental failure of the public supply of electricity, gas, water or telecommunications at the terminal point of the suppliers feed to the <i>premises</i> . We will not pay for any loss arising from the deliberate act of the supplier.
4	<p><b>Alternative Accommodation</b></p> <p>The hire of alternative accommodation is covered under this section subject to <i>damage</i> at the insured <i>premises</i> resulting from an insured peril during such part of the indemnity period that the <i>premises</i> are uninhabitable subject to the amount claimed being reduced by the amount of any reduction in charges or expenses of the <i>business</i> following interference or interruption to the <i>business</i>.</p>
5	<p><b>Loss of Attraction</b></p> <p>If property in the vicinity of the Premises is lost destroyed or damaged by any cause not otherwise excluded, and as a direct result, there is a fall in the number of customers attracted to the Insured's Premises, it shall be deemed that an Incident has occurred provided that</p> <ol style="list-style-type: none"> <li>a there is an identifiable reduction in the Insured's Business solely in consequence of the Incident</li> <li>b there is no liability for loss resulting from interruption of or interference with the Business during the first 24 hours of the Indemnity Period</li> <li>c this Extension does not cover loss following obstruction by storm flood or snow</li> <li>d all policy terms and conditions shall apply</li> <li>e the limit is £50,000</li> <li>f the Maximum Indemnity Period is 12 months</li> </ol>

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<p><b>Book Debts</b></p>	<p>If <i>your</i> books of account or other <i>business</i> books or records at the <i>premises</i> or whilst temporarily removed from the <i>premises</i> and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post suffer <i>damage</i> by any of the insured events one-13 of Section B and as a direct result of the <i>damage</i> you are unable to trace <i>outstanding debit balances</i> due to you we will pay you:</p> <ul style="list-style-type: none"> <li><b>a</b> the difference between <i>outstanding debit balances</i> and the total of the amounts received or traced</li> <li><b>b</b> additional expenses incurred by you with our consent in tracing and establishing <i>outstanding debit balances</i></li> <li><b>c</b> <i>professional accountants charges</i>.</li> </ul>
<p><b>Limits</b></p>	<p>The most we will pay for loss of <i>income</i> for any claim or claims arising from any one occurrence is £1,000,000 except for 2 – <i>damage</i> at suppliers’ <i>premises</i>, where the most we will pay is £10,000.</p> <p>The most we will pay for book debts for any claim or claims arising from any one occurrence is £10,000</p>
	<p><b>Special Conditions applying to section B – no. 20 – Business Interruption and Book Debts</b></p> <ul style="list-style-type: none"> <li><b>1</b> We will not pay if the <i>business</i> is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so.</li> <li><b>2</b> You must keep <i>your</i> books of account and other <i>business</i> books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least 2 hours fire resistance or store such records elsewhere than at the <i>premises</i>.</li> </ul> <p><b>Special Exclusion applying to section B (except nos. 20 – Business Interruption and Book Debts, 21 &amp; 22– Employers’ &amp; Public and Products Liability)</b></p> <p><i>Damage</i> caused by pollution or contamination is not insured except (unless otherwise excluded) <i>damage</i> to the <i>property</i> insured caused by: i) pollution or contamination which itself results from any of the insured events 1-6 under this section ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.</p> <p><b>Special Exclusion applying to section B (no. 20 – Business Interruption and Book Debts)</b></p> <p><i>Damage</i> caused by pollution or contamination is not insured except (unless otherwise excluded) <i>damage</i> to any property used by you at the <i>premises</i> for the purpose of the <i>business</i> caused by:</p> <ul style="list-style-type: none"> <li>i pollution or contamination at the <i>premises</i> which itself results from any of the insured events 1-6 under this section</li> <li>ii any of the insured events 1-6 under this section which itself results from pollution or contamination.</li> </ul>

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<b>Employers' Liability</b>	<p><b>21</b> Your legal liability for <i>bodily injury</i> sustained by any <i>employee</i> which arises out of and in the course of his employment by <i>you</i> in connection with <i>your business</i>. We will pay:</p> <ul style="list-style-type: none"> <li>■ all sums <i>you</i> become legally liable to pay for any claim for damages settled or defended with <i>our</i> consent</li> <li>■ claimant's costs and expenses</li> <li>■ all costs and expenses <i>you</i> incur with <i>our</i> consent in defending any claim for damages</li> <li>■ solicitors' fees <i>you</i> incur with <i>our</i> consent for: <ul style="list-style-type: none"> <li>a representation at any Coroner's Inquest or Fatal Enquiry into any death</li> <li>b defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event. Provided always the <i>bodily injury</i> is caused:</li> </ul> </li> <li>■ during the period of insurance</li> <li>■ within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</li> </ul>	<p>Any Liability:</p> <ul style="list-style-type: none"> <li>■ for <i>bodily injury</i> or disease sustained by any <i>employee</i>: <ul style="list-style-type: none"> <li>i on any offshore installation or support or accommodation vessel for any offshore installation or</li> <li>ii in transit to from or between any offshore installation or support or accommodation vessel</li> </ul> </li> <li>■ for which compulsory motor insurance or security is required under either of the following: <ul style="list-style-type: none"> <li>i the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992</li> <li>ii the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.</li> </ul> </li> </ul>
<b>Limit of Liability</b>	<p>The most we will pay other than any limit otherwise stated is £10,000,000 for any one claim against <i>you</i> or by <i>you</i> or series of claims against <i>you</i> or by <i>you</i> arising out of one cause.</p> <p>The most we will pay under this Policy in respect of any one claim against <i>you</i> or by <i>you</i> or series of claims against <i>you</i> or by <i>you</i> arising directly or indirectly from <b>TERRORISM</b> shall be £5,000,000.</p> <p>For the purpose of this section of the policy only, <b>TERRORISM</b> means:</p> <ul style="list-style-type: none"> <li>i any act, or preparation in respect of action, or threat of action designed to influence the government <i>de jure</i> or <i>de facto</i> of any nation or any political division 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) <i>de jure</i> or <i>de facto</i>, and which: <ul style="list-style-type: none"> <li>i involves violence against one or more persons; or</li> <li>ii involves damage to property; or</li> <li>iii endangers life other than that of the person committing the action; or</li> <li>iv creates a risk to health or safety of the public or a section of the public; or</li> <li>v is designed to interfere with or to disrupt an electronic system</li> </ul> </li> <li>ii any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a above.</li> </ul>	

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	<p>The amount shall be inclusive of:</p> <ul style="list-style-type: none"> <li>i all legal costs and other expenses incurred by any claimant or claimants</li> <li>ii all legal costs and other expenses incurred in defending any claim or claims.</li> </ul> <p>Where <i>we</i> agree to indemnify more than one party then nothing in this Policy shall increase <i>our</i> liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	
	<b>What is insured</b>	<b>What is not insured</b>
	<p><b>Extensions to the Employers' Liability cover</b></p> <p>All legal fees or expenses reasonably incurred by the solicitors engaged with <i>our</i> consent to act for, or on behalf of, any of <i>your employees</i> or directors to defend a criminal charge brought under:</p> <ul style="list-style-type: none"> <li>i Section 36 or 37 of the Health and Safety at Work Act 1974 for an offence as defined in Section 33 of that Act</li> <li>ii Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the period of insurance and arising out of their employment by <i>you</i> in connection with <i>your business</i>. Provided always: <ul style="list-style-type: none"> <li>■ this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</li> <li>■ the <i>employee</i> tells <i>us</i> immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.</li> </ul> </li> </ul>	<p>Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by <i>your employee</i>.</p> <p>Any fines or penalties.</p> <p>Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.</p>
<b>Unsatisfied Court Judgements</b>	<p>If any <i>employee</i> or his personal representatives obtains a judgement for damages for <i>bodily injury</i> against any Company or individual operating from <i>premises</i> within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than 6 months <i>we</i> will pay to the <i>employee</i> or his personal representatives, at <i>your</i> request, the amount of any unpaid damages and awarded costs. Provided always:</p> <ul style="list-style-type: none"> <li>■ the <i>employee</i> or his personal representative has used best endeavours to enforce the judgment and</li> <li>■ the <i>bodily injury</i>: <ul style="list-style-type: none"> <li>i is caused during the period of insurance</li> <li>ii arises out of and in the course of his employment in <i>your business</i>.</li> </ul> </li> </ul>	

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<b>Corporate Manslaughter and Corporate Homicide Act 2007</b>	We will indemnify <i>you</i> against costs and expenses incurred with <i>our</i> prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the <i>business</i> including any appeal against conviction arising from such proceedings.	<ul style="list-style-type: none"> <li>■ Proceedings brought outside the territorial limits.</li> <li>■ This extension shall not apply: <ul style="list-style-type: none"> <li>a where proceedings relate to any deliberate or intentional act or omission</li> <li>b to fines or penalties of any kind.</li> </ul> </li> <li>■ The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.</li> <li>■ Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.</li> </ul>
	<p>Provided that:</p> <ul style="list-style-type: none"> <li>■ <i>our</i> liability under this extension will not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of liability</li> <li>■ <i>we</i> must consent in writing to the appointment of any solicitor or counsel who are to act for and on <i>your</i> behalf</li> <li>■ <i>you</i> will give <i>us</i> immediate notice of any summons or other process served upon <i>you</i> which may give rise to proceedings under this extension</li> <li>■ in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding</li> <li>■ where <i>we</i> have already indemnified <i>you</i> in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at <i>our</i> liability payable under this extension.</li> </ul>	
	<p><b>All the extensions to the Employers' Liability cover are subject to the following:</b></p> <ul style="list-style-type: none"> <li>■ <i>we</i> shall not be liable under these extensions unless <i>we</i> have the sole conduct and control of all claims</li> <li>■ these extensions shall not apply to any liability which is insured under any other policy</li> </ul>	

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<b>Public and Products Liability</b>	<b>22</b>	<p>All sums which <i>you</i> shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> <li>■ accidental <i>bodily injury</i> to any person</li> <li>■ accidental <i>damage</i> to material property</li> <li>■ accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic</li> <li>■ charges of wrongful arrest or malicious prosecution being brought against <i>you</i> arising out of any allegation of shoplifting or other improper conduct at <i>your premises</i> by any person other than an <i>employee</i> occurring during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the <i>business</i> at the public house <i>premises</i> or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the <i>business</i>.</li> </ul>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>■ from accidental <i>bodily injury</i> sustained by any <i>employee</i> or director in the course of his employment by <i>you</i> in connection with the <i>business</i></li> <li>■ arising from professional advice given by <i>you</i> for a fee or in circumstances where a fee would normally be charged</li> <li>■ arising out of treatment or the dispensing of medicines or drugs</li> <li>■ which arises from ownership of the <i>premises</i></li> <li>■ for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the <i>business</i></li> <li>■ for <i>damage</i> to property which belongs to <i>you</i> or is held in trust by <i>you</i> or borrowed, rented, leased or hired for use by <i>you</i></li> </ul> <p>This shall not apply to:</p> <ol style="list-style-type: none"> <li>i personal property (including vehicles and their contents) of <i>your</i> visitors, directors or <i>employees</i></li> <li>ii <i>buildings</i> or their contents temporarily occupied by <i>you</i> for the purpose of carrying out work</li> <li>iii <i>premises</i> rented, hired, leased or lent to <i>you</i> unless the liability attaches solely because of a contract or agreement</li> </ol> <ul style="list-style-type: none"> <li>■ for <i>damage</i> to that part of any property upon which <i>you</i> or <i>your</i> servant or agent has been working, where the <i>damage</i> is a direct result of such work</li> <li>■ for liquidated damages, fines or penalties which attach solely because of a contract or agreement</li> </ul>

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	What is insured	What is not insured
		<ul style="list-style-type: none"> <li>■ arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by <i>you</i> or on <i>your</i> behalf:               <ul style="list-style-type: none"> <li>i which is licensed for road use</li> <li>ii for which compulsory motor insurance or security is required</li> <li>iii which is more specifically insured This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured</li> </ul> </li> <li>■ arising out of manual work undertaken away from the public house <i>premises</i> other than collection or delivery by <i>you</i> or any of <i>your employees</i>.</li> <li>■ arising from the ownership, possession or use by <i>you</i> or on <i>your</i> behalf of:               <ul style="list-style-type: none"> <li>i craft designed to travel through air or space</li> <li>ii hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.</li> </ul> </li> </ul>
<b>Limit of Liability</b>	The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is £5,000,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by <i>you</i> or on <i>your</i> behalf, the most we will pay for any one period of insurance is £5,000,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with <i>our</i> consent.	

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<b>Corporate Manslaughter and Corporate Homicide Act 2007</b>	<p>We will indemnify <i>you</i> against costs and expenses incurred with <i>our</i> prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the <i>business</i> including any appeal against conviction arising from such proceedings.</p>	<ul style="list-style-type: none"> <li>■ Proceedings brought outside the territorial limits.</li> <li>■ This extension shall not apply:               <ul style="list-style-type: none"> <li>a where proceedings relate to any deliberate or intentional act or omission</li> <li>b to fines or penalties of any kind.</li> </ul> </li> <li>■ The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.</li> <li>■ Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.</li> </ul>
	<p>Provided that:</p> <ul style="list-style-type: none"> <li>■ <i>our</i> liability under this extension will not exceed £2,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of liability</li> <li>■ <i>we</i> must consent in writing to the appointment of any solicitor or counsel who are to act for and on <i>your</i> behalf</li> <li>■ <i>you</i> will give <i>us</i> immediate notice of any summons or other process served upon <i>you</i> which may give rise to proceedings under this extension</li> <li>■ in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding</li> <li>■ where <i>we</i> have already indemnified <i>you</i> in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at <i>our</i> liability payable under this extension.</li> </ul>	

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	What is insured	What is not insured
<b>Motor Contingent Liability</b>	<p>All sums which <i>you</i> shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> <li>■ accidental <i>bodily injury</i> contracted by any person</li> <li>■ accidental <i>damage</i> to material property arising out of the use of any motor vehicle being used in connection with <i>your business</i></li> </ul>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>■ arising from the use of a motor vehicle which <i>you</i> own or provide</li> <li>■ for any <i>damage</i> to the vehicles or goods carried in them</li> <li>■ arising while the vehicle is being driven by any person who, to <i>your</i> knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one</li> <li>■ more specifically insured under another policy</li> <li>■ arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands</li> <li>■ attaching to any person other than <i>you</i>.</li> </ul>
<b>Environmental Clean Up Costs</b>	<p><b>Meaning of words</b></p> <p><b>Clean Up Costs</b></p> <p><b>a</b> Testing for or monitoring of <i>Pollution</i> or <i>Contamination</i></p> <p><b>b</b> the costs of <i>remediation</i> required by any <i>Enforcing Authority</i> to a standard reasonably achievable by the methods available at the time that such <i>remediation</i> commences.</p> <p><b>Remediation</b></p> <p>Remedying the effects of <i>Pollution</i> or <i>Contamination</i> including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.</p> <p><b>Enforcing Authority</b></p> <p>Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.</p> <p><b>Pollution or Contamination</b></p> <p><b>a</b> All <i>pollution</i> or <i>contamination</i> of buildings or other structures or of water or land or the atmosphere; and</p> <p><b>b</b> all loss or damage or personal injury directly or indirectly caused by such <i>pollution</i> or <i>contamination</i>.</p>	

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	<p>All sums insured which <i>you</i> shall become legally liable to pay as compensation for <i>Clean Up Costs</i> arising from environmental <i>damage</i> caused by <i>Pollution or Contamination</i> where such liability arises under an environmental directive, statute or statutory instrument.</p> <p>It is a condition precedent to <i>our</i> liability for environmental <i>damage</i> caused by <i>Pollution or Contamination</i> that</p> <p><b>a</b> liability arises from <i>Pollution or Contamination</i> caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All <i>Pollution or Contamination</i> which arises out of one incident shall be deemed to have occurred at the same time such incident takes place</p> <p><b>b</b> <i>our</i> liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum <i>we</i> will pay inclusive of all costs and expenses.</p> <p><b>c</b> immediate loss prevention or salvage action is taken and the appropriate authorities are notified</p>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>■ in respect of <i>Clean Up Costs</i> for <i>damage</i> to <i>your</i> land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in <i>your</i> care, custody or control</li> <li>■ for <i>damage</i> connected with pre-existing contaminated property</li> <li>■ for <i>damage</i> caused by a succession of several events where such individual event would not warrant immediate action</li> <li>■ in respect of removal of any risk of an adverse effect on human health on <i>your</i> land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in <i>your</i> care, custody or control</li> <li>■ in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time <i>remediation</i> commences</li> <li>■ in respect of costs for prevention of imminent threat of environmental <i>damage</i> where such costs are incurred without there being <i>Pollution or Contamination</i> caused by a sudden, identifiable, unintended and unexpected incident</li> <li>■ for <i>damage</i> resulting from an alteration to subterranean stores of groundwater or to flow patterns</li> <li>■ in respect of costs for the reinstatement or reintroduction of flora or fauna</li> <li>■ for <i>damage</i> caused deliberately or intentionally by <i>you</i> or where <i>you</i> have knowingly deviated from environmental protection rulings or where <i>you</i> have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible</li> <li>■ in respect of fines or penalties of any kind</li> </ul>

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		<ul style="list-style-type: none"> <li>■ for <i>damage</i> caused by the ownership or operation on behalf of <i>you</i> of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water</li> <li>■ for <i>damage</i> which is covered by a more specific insurance policy</li> <li>■ for <i>damage</i> caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed</li> <li>■ for <i>damage</i> caused by disease in animals belonging to or kept or sold by <i>you</i>.</li> </ul>
<b>Cross Liabilities</b>	Where this policy is in the joint names of more than one party <i>we</i> will deal with any claim as though a separate policy had been issued to each of them.	
<b>Health and Safety at Work Act 1974</b>	<i>We</i> will pay, at <i>your</i> request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against <i>you</i> or one of <i>your employees</i> or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including legal costs and expenses incurred with <i>our</i> consent in an appeal against conviction.	
<b>Personal Liability</b>	<p>The personal liability of:</p> <ul style="list-style-type: none"> <li>■ <i>you</i></li> <li>■ any <i>employee</i> or director</li> <li>■ the family of any <i>employee</i> or director permanently residing in the premises including while accompanying such a person during temporary visits anywhere in the world in connection with <i>your business</i>. Provided always such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.</li> </ul>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>■ arising from any contract or agreement which imposes a liability that <i>you</i> would not otherwise have been under</li> <li>■ arising from the ownership or occupation of any land or <i>buildings</i></li> <li>■ arising from the carrying on of any trade or profession</li> </ul>

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		<ul style="list-style-type: none"> <li>■ arising from the ownership, possession or use of:               <ul style="list-style-type: none"> <li>i firearms other than sporting guns</li> <li>ii mechanically propelled vehicles</li> <li>iii craft designed to travel through air and space</li> <li>iv hovercraft or watercraft</li> <li>v animals of dangerous species</li> </ul> </li> <li>■ arising from <i>damage</i> to property owned or held in trust by:               <ul style="list-style-type: none"> <li>i <i>you</i></li> <li>ii any <i>employee</i> or director</li> <li>iii the family of any <i>employee</i> or director whilst accompanying such people during temporary visits anywhere in the world in connection with <i>your business</i></li> </ul> </li> <li>■ for accidental <i>bodily injury</i> contracted by:               <ul style="list-style-type: none"> <li>i <i>you</i></li> <li>ii any <i>employee</i> or director</li> <li>iii the family of any <i>employee</i> or director whilst accompanying such people during temporary visits anywhere in the world in connection with <i>your business</i>.</li> </ul> </li> </ul>
<b>Indemnity to Directors and Employees</b>	<p>If the following people have a claim made against them for which <i>you</i> would be insured by the Public Liability cover, we will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> <li>■ any director or <i>employee</i></li> <li>■ any officer, member or <i>employee</i> of <i>your</i> social, sports or welfare organisations or first aid, fire or ambulance services.</li> </ul> <p>Provided always:</p> <ul style="list-style-type: none"> <li>■ <i>you</i> request <i>us</i> to do so</li> <li>■ such people shall keep to the terms, conditions and limitations of this policy</li> </ul>	
<b>Private Work</b>	Private work carried out by any <i>employee</i> for <i>you</i> or any of <i>your</i> directors.	

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<b>Non-Manual Work Abroad</b>	This insurance applies anywhere in the world where <i>your</i> directors, <i>employees</i> or partners are on temporary visits on <i>your business</i> for the purpose of non-manual work. Provided always they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.	
<b>Data Protection Act</b>	We will pay all sums <i>you</i> become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by <i>you</i> .	Fines or penalties. The cost of replacing, reinstating, rectifying or erasing any personal data.
<b>Consumer Protection Act 1987</b>	We will, at <i>your</i> request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including costs and expenses incurred with <i>our</i> consent in an appeal against conviction. Provided always: <ul style="list-style-type: none"> <li>■ the alleged breach occurs during the period of insurance</li> <li>■ the criminal proceedings relate to an offence committed in the course of <i>your business</i></li> <li>■ the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</li> <li>■ we have sole conduct and control of all claims</li> <li>■ <i>you</i> or any <i>employee</i> shall tell <i>us</i> immediately if any summons or other process is served upon <i>you</i> or any <i>employee</i> and of any event that may give rise to proceedings against such people. The most we will pay is £25,000.</li> </ul>	Legal fees or expenses where <i>you</i> or <i>your employee</i> are insured by another policy. Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by <i>you</i> or any <i>employee</i> . Legal costs and expenses which <i>you</i> or any <i>employee</i> may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of <i>you</i> or any <i>employee</i> . Fines or penalties. The cost of any investigation or enquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.
	<b>All the extensions to the Public Liability cover are subject to the following:</b> <ul style="list-style-type: none"> <li>■ we shall not be liable under these extensions unless we have the sole conduct and control of all claims</li> <li>■ these extensions shall not apply to any liability which is insured under any other policy</li> </ul>	
	<b>Special Condition applying to no. 22 of section B – Public and Products Liability</b> Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the period of insurance is £5,000,000. Provided always the most we will pay will not increase and we will not pay more than the limit stated under No. 21 of section B. For the purpose of this condition “Pollution or Contamination” shall mean: i) all Pollution or Contamination of <i>buildings</i> or other structures or of water or land or the atmosphere and ii) all <i>damage</i> or personal injury directly or indirectly caused by such Pollution or Contamination.	

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		What is insured	What is not insured
Tenant's Liability	23	<p>(this does not apply if <i>you</i> are the owner of the <i>buildings</i>) <i>Your</i> legal liability as tenant for:</p> <ul style="list-style-type: none"> <li>■ <i>damage</i> to the <i>buildings</i> or to landlord's fixtures and fittings directly caused by any of the events in paragraphs 1-11 of section B</li> <li>■ the cost of repairing accidental <i>damage</i> to underground pipes, drains and cables on the <i>premises</i> or connecting them to the public mains. The most <i>we</i> will pay is ten percent (10%) of the sum insured under section B.</li> </ul>	
		<p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.</p>	

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## Section C – Frozen Foods

### Definitions

#### Appliance

Any frozen or chilled food cabinet, deep freezer, cold room or cold store within the *buildings*. Other words with special meanings are defined on page 6. They are: *average, buildings, damage, premises, excess, we and your*.

#### The Cover

	What is insured	What is not insured
	<p><i>Damage</i> to all frozen or chilled food contained in any <i>appliance</i> caused by:</p> <ul style="list-style-type: none"> <li>■ change in temperature resulting from: <ul style="list-style-type: none"> <li>i mechanical or electrical breakdown of the <i>appliance</i></li> <li>ii accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the <i>premises</i></li> </ul> </li> <li>■ accidental leakage of refrigerant or refrigerant fumes.</li> </ul> <p>The most we will pay is the sum insured shown in the schedule.</p>	<p><i>Damage</i> caused by <i>your</i> wilful neglect. <i>Damage</i> caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.</p>
<b>Average</b>	The sum insured under this section is subject to <i>average</i> .	
<b>Excess</b>	The <i>excess</i> applicable under this section is £50. <i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.	

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## Section D – Goods in Transit

### Definitions

#### Working hours

The whole period during which the vehicle is being used by its driver in connection with *your business*. Other words with special meanings in this section are defined on page 6 or in section B. They are: *business, damage, employee, excess, trade contents, we, you and your*.

#### The Cover

	What is insured	What is not insured
	<p><i>Damage</i> to the <i>trade contents</i> while in transit to or from the <i>premises</i> anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by <i>you</i> or any <i>employee</i>. The most <i>we</i> will pay is the sum insured in the schedule.</p>	<p>Loss from an unattended road vehicle unless the vehicle:</p> <ul style="list-style-type: none"> <li><b>a</b> during <i>working hours</i> has all doors and windows and other means of access securely fastened and locked</li> <li><b>b</b> at all times out of <i>working hours</i> is housed in a securely locked garage.</li> </ul> <p><i>Damage</i> arising from:</p> <ul style="list-style-type: none"> <li>■ depreciation, delay, inadequate documentation or consequential loss</li> <li>■ wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination</li> <li>■ the carriage of fireworks or other dangerous goods</li> </ul>
<b>Excess</b>	<p>The <i>excess</i> applicable under this section is £50.</p> <p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.</p>	

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## Section E – ‘All-Risks’

### Definitions

Words with special meanings in this section are defined on page 6. They are: *average*, *damage*, *excess*, *we*.

### The Cover

	What is insured	What is not insured
	<i>Damage</i> to the property shown in the schedule from any cause occurring within Europe.	Mechanical or electrical breakdown. Loss from an unattended road vehicle. <i>Damage</i> caused by: <ul style="list-style-type: none"> <li>■ wear and tear or gradual deterioration, moth or vermin or climatic conditions</li> <li>■ cracking, scratching or breakage of records, glass or other brittle material</li> <li>■ any process of cleaning, alteration, maintenance or repair</li> <li>■ the use of bent, foreign or false coins.</li> </ul>
	<i>Damage</i> to Neon Signs in or around the premises.	wear and tear or gradual deterioration, moth, mildew, vermin, climatic conditions, action of light or other gradually operation cause.  any process of cleaning, repairing or maintenance or happening during erection fitting or alteration.  mechanical derangement and/or breakdown or failure, short circuiting, self heating, leakage of electricity, excessive pressure, overrunning or other electrical faults causing breakdown or failure.  defective materials or faulty workmanship
<b>Settlement of Claims</b>	We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided always the cost is incurred.	
<b>Average</b>	The sum insured for each item under this section is separately subject to <i>average</i> .	
<b>Excess</b>	The <i>excess</i> applicable under this section is £50 in respect of each loss occurrence unless shown separately in the schedule.  <i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.	

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# Section F – Loss of Licence

## Definitions

<b>Licence</b>	<p>The <i>licence</i> granted for the retail sale of excisable liquor at the <i>premises</i>.</p> <p>If by reason beyond <i>your</i> power or control</p> <ol style="list-style-type: none"> <li>1 the <i>licence</i> is revoked, suspended or forfeited under the provisions of the legislation governing such <i>licences</i></li> <li>2 renewal of the <i>licence</i> is refused after application for renewal to the appropriate authority</li> </ol> <p>We will pay</p> <ol style="list-style-type: none"> <li>1 the depreciation in value of your interest in the <i>premises</i> or the <i>business</i></li> <li>2 costs and expenses incurred by <i>you</i> with our written consent for any appeal.</li> </ol> <p>We will not pay if</p> <ol style="list-style-type: none"> <li>1 revocation, suspension, forfeiture or refused renewal arises directly or indirectly from any             <ol style="list-style-type: none"> <li>a compulsory purchase order or improvement or redevelopment of the area by the Local Authority</li> <li>b alteration of the legislation affecting the grant, suspension, surrender, forfeiture or refusal to renew <i>licences</i></li> </ol> </li> <li>2 <i>you</i> are entitled to obtain compensation under the provisions of any legislation.</li> </ol>
<b>Limit</b>	<p>The most we will pay is £150,000</p>
	<p><b>Special Conditions</b></p> <p><i>You</i> must tell <i>us</i> as soon as reasonably possible and give <i>us</i> all the assistance <i>we</i> may reasonably require as soon as <i>you</i> learn of any</p> <ol style="list-style-type: none"> <li>1 complaint against the <i>premises</i> or its control</li> <li>2 proceedings against or conviction of the licenceholder, manager, tenant or occupier of the <i>premises</i> for any breach of the licensing legislation or any matter whereby the character or reputation of the person concerned is affected or called in question with regard to his/her honesty, moral standing or sobriety</li> <li>3 change in tenancy or management of the <i>premises</i></li> <li>4 transfer or proposed transfer of the licence</li> <li>5 alteration in the purpose for which the <i>premises</i> are used</li> <li>6 to renewal or other circumstances which may endanger the <i>licence</i> or its renewal.</li> </ol> <p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.</p>

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# Section G – Household Contents

## The Cover

<p><b>Household Contents</b></p>	<p>The cover provided under Section B, Item 2 Trade fixtures and fittings, machinery and all other contents is extended to include <i>household contents</i> belonging to <i>you</i> or <i>your family</i> all permanently living in the <i>premises</i>.</p> <p><i>We will also pay for personal possessions and valuables temporarily removed from the premises, excluding theft from an unattended vehicle unless the vehicle is securely locked and the property was hidden in a glove or luggage compartment. We will not pay for a pedal cycle if left unattended away from the premises unless it is securely locked to a permanent structure or in a locked building.</i></p> <p><i>We will not pay for Accidental damage to property used for any professional purposes.</i></p> <p>In the event of any loss, theft, attempted theft or malicious damage <i>you</i> must report the loss, theft, attempted theft or malicious damage to the police immediately.</p>											
<p><b>Limit</b></p>	<p>The most we will pay for:</p> <table border="1" data-bbox="339 891 1283 1149"> <thead> <tr> <th data-bbox="339 891 802 936">Item</th> <th data-bbox="810 891 1283 936">Limit</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 940 802 985"><i>Household contents</i></td> <td data-bbox="810 940 1283 985">As specified in the schedule</td> </tr> <tr> <td data-bbox="339 990 802 1034"><i>Valuables</i></td> <td data-bbox="810 990 1283 1034">As specified in the schedule. Subject to an individual article limit of £1,500</td> </tr> <tr> <td data-bbox="339 1039 802 1084"><i>Personal Possessions</i></td> <td data-bbox="810 1039 1283 1084">As specified in the schedule</td> </tr> <tr> <td data-bbox="339 1088 802 1149"><i>Personal Money</i></td> <td data-bbox="810 1088 1283 1149"><b>£500</b></td> </tr> </tbody> </table>		Item	Limit	<i>Household contents</i>	As specified in the schedule	<i>Valuables</i>	As specified in the schedule. Subject to an individual article limit of £1,500	<i>Personal Possessions</i>	As specified in the schedule	<i>Personal Money</i>	<b>£500</b>
Item	Limit											
<i>Household contents</i>	As specified in the schedule											
<i>Valuables</i>	As specified in the schedule. Subject to an individual article limit of £1,500											
<i>Personal Possessions</i>	As specified in the schedule											
<i>Personal Money</i>	<b>£500</b>											
	<p><b>Definitions</b></p> <p><b>Family</b> <i>your husband, wife or partner, children or relatives all permanently living in the premises.</i></p>											
	<p><b>Household Contents</b></p> <p><i>Household Contents</i> includes:</p> <ul style="list-style-type: none"> <li><b>a</b> household goods and personal property</li> <li><b>b</b> <i>valuables</i></li> <li><b>c</b> <i>personal possessions</i></li> <li><b>d</b> satellite televisions-receiving equipment and television and radio aerials</li> <li><b>e</b> money or the unauthorised use of a charge, credit or debit card up to £500 (<i>you and your family</i> must keep <i>your</i> card issuer's conditions)</li> <li><b>f</b> pedal cycles up to £500 for any one pedal cycle including accessories</li> </ul> <p>But does not include:</p> <ul style="list-style-type: none"> <li><b>a</b> <i>vehicles and craft</i> and their accessories including removable audio and satellite navigation equipment</li> <li><b>b</b> deeds and documents other than driving licences, passports or proof of age cards</li> <li><b>c</b> documents and certificates showing ownership of shares, bonds and other financial investments</li> <li><b>d</b> animals</li> <li><b>e</b> any part of the structure, decorations or permanent fixtures and fittings</li> <li><b>f</b> items <i>you</i> have more specifically insured by this or any other policy</li> <li><b>g</b> unauthorised use of a charge, credit or debit card by <i>you</i> or <i>your family</i></li> </ul>											

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	<p><b>Money</b></p> <p>Cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal purposes.</p>
	<p><b>Valuables</b></p> <p>any articles of gold, silver, or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.</p>
	<p><b>Personal Possessions</b></p> <p>Clothing, baggage but excluding guns and sporting equipment and valuables</p> <p>For the purposes of this endorsement You or Your means the Licensee, Landlord or Manager.</p> <p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.</p>

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# Section H – Personal Accident Insurance

## Definitions

### Usual occupation

The occupation or business of the Assured as stated in your records at the date of the injury. Other words with special meanings in this endorsement are stated on page 6 of the Policy. They are: *business, we, us, our, you, your.*

### The Cover

What is insured	
<ol style="list-style-type: none"> <li><b>1</b> Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the Assured is travelling), sustained by the Assured during the period of insurance.</li> <li><b>2</b> Disappearance of the Assured which after:               <ol style="list-style-type: none"> <li>i a reasonable time has passed</li> <li>ii suitable evidence has been produced satisfies <i>us</i> that death of the Assured as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed. Provided that <i>you</i> agree in writing to refund <i>us</i> the benefit paid if such death is subsequently found not to have happened.</li> </ol> </li> </ol>	
What is not insured	
Death, injury, loss or disablement	
<ol style="list-style-type: none"> <li><b>a</b> caused by prolonged or complicated by any pre-existing physical weakness, defect or by any previously sustained injury</li> <li><b>b</b> caused by the Assured motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, ski-ing, tobogganing, parachuting, hang-gliding, potholing or using power-driven woodworking machinery</li> <li><b>c</b> caused by the Assured flying except as a passenger in a properly certificated or licensed powerdriven aircraft constructed to carry passengers</li> <li><b>d</b> caused by the Assured being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant, or taking part in civil commotion or riot of any kind</li> <li><b>e</b> sustained by any Assured before such person has attained the Lower Age Limit or after the expiry of the period of insurance during which such person attained the Upper Age Limit.</li> <li><b>f</b> caused by or contributed to by or arising or resulting from any act of Terrorism committed for political religious or ideological purpose in order to seek to influence any government and/or seek to intimidate the public or any section of the public or any proposed or committed activity intended to prevent control respond to or suppress any such act of Terrorism.</li> </ol>	
For the purpose of this endorsement an act of “Terrorism” means any act which:	
<ol style="list-style-type: none"> <li><b>a</b> involves serious violence against a person; and / or</li> <li><b>b</b> involves serious damage to property; and / or</li> <li><b>c</b> endangers a person’s life other than that of the person committing the act; and / or</li> <li><b>d</b> creates a serious risk to the health and/or safety of any persons; and / or</li> <li><b>e</b> is designed seriously to interfere with or seriously to disrupt an electronic system.</li> </ol>	
If <i>we</i> decide that by reason of this exclusion cover is not provided under this section and <i>you</i> dispute <i>our</i> decision <i>you</i> must prove that this exclusion should not apply.	

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<b>Table of Benefits</b>	
Sum payable per unit of cover.	
If accidental bodily injury is the only and direct cause of	
Death	£5,000
Permanent total loss of one or more limbs	£5,000
Permanent total loss of all sight of one or both eyes	£5,000
Total inability to attend to any occupation or business which, 104 weeks after the injury, is proved to the satisfaction of <i>us</i> to be permanent	£5,000
Total inability to attend to the Assured's <i>usual occupation</i> (excluding the first two weeks of each period of disablement)	£50 per week
Number of units insured as stated on the Policy Schedule.	
<b>The Assured:</b> As identified in the schedule	
Lower Age Limit: 16	
Upper Age Limit: 65	
<b>Limits and Settling Claims</b>	
<b>a</b>	We will reimburse <i>you</i> the sum or sums <i>you</i> pay to the Assured or the Assured's legal personal representatives as may be the case according to the benefit as shown in the schedule provided that death or disablement occurs within twelve months of the date of injury
<b>b</b>	Under benefit 5 we will not pay the benefit for more than 104 weeks for any one injury
<b>c</b>	If we are satisfied that disability under benefit 5 is permanent, benefit 4 shall become payable when benefit 5 is exhausted. Except for this, we will not pay more than one benefit for the same accident
<b>d</b>	We will not pay for more than one benefit for the same period of time
<b>e</b>	No benefit shall be paid until its entire amount has been agreed except that under benefit 5 we will on request make interim payments before the end of the period of disability at not less than four weekly intervals
<b>f</b>	We will not pay more than £250,000 for one or more of the Assureds travelling in any one aircraft
<b>Special Conditions</b>	
<b>1</b>	No benefits shall be paid for any period earlier than seven days before we receive notice in writing of a claim
<b>2</b>	<i>You</i> must supply all certificates, supporting evidence and information within such time that <i>we</i> may reasonably require at <i>your</i> own expense. In the event of non-fatal injury <i>we</i> shall be entitled to request examinations by a medical referee appointed by <i>us</i> and in the event of death shall be entitled to have a post-mortem examination
<i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.	

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## Meaning of Words

### Equipment

Electrically and mechanically powered machinery and equipment forming part of the *contents* except for;

- a** domestic audio visual, home entertainment, laundry or kitchen equipment used in private living quarters
- b** vehicles, aircraft, floating vessels or equipment mounted on such vehicle (other than recovery cranes or loading equipment), contractors' plant or other self propelled plant (except fork lift trucks used at *your premises*)
- c** brickwork, foundations, masonry, cabinets, compartments, chimneys, insulating or refractory materials
- d** sewer piping, sprinkler piping, underground vessels or piping
- e** water piping unless forming part of heating, refrigeration or air conditioning system
- f** stock in trade or products of *your business*
- g** equipment belonging to *your tenants*.

### Computers

Computer hardware and its peripheral devices used for electronic processing, communication and storage of data.

### Breakdown

- a** The sudden electrical or mechanical failure of *equipment* arising from internal causes which requires repair or replacement to enable normal operation to continue
- b** The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- c** Fracturing of any part of the *equipment* by frost which requires repair or replacement to enable normal operation to continue

### Business interruption

Loss of *income*, occurring during the *indemnity period*, as a result of *damage* resulting from *breakdown* of *equipment* or *computers*, or *explosion* or *collapse* of pressure plant

### Excess

The amount stated in the schedule for which *you* are responsible and which will be deducted from all claims under this policy after all other terms and conditions have been applied

### Explosion or Collapse

The sudden and violent rending of pressure plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the pressure plant together with forcible ejection of its contents

### Hazardous substance(s)

Any substance, other than ammonia, that has been declared to be hazardous to health by a government agency

### Income

The money paid or payable to *you* in the course of *your business* at the *premises* for goods sold or delivered and services provided less the purchase cost of the goods

### Indemnity period

The period beginning with the occurrence of the *damage*, and ending not later than the maximum *indemnity period* stated in the schedule, during which the results of the *business* shall be affected in consequence of the *damage*

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## Section I – Equipment Breakdown

	What is insured	What is not insured
<b>Breakdown &amp; business interruption</b>	<p>Damage to <i>equipment</i> and resulting <i>business interruption</i> caused by <i>breakdown</i>.</p> <p>The most we will pay for <i>damage to equipment</i> caused by <i>breakdown</i> is shown in the schedule.</p> <p>The most we will pay for <i>business interruption</i> in consequence of <i>damage to equipment</i> caused by <i>breakdown</i> and the maximum <i>indemnity period</i> for which we will pay are shown in the schedule.</p>	<p>You will be responsible for the excess shown in the schedule</p> <p>The cost of rectifying or making good:</p> <ul style="list-style-type: none"> <li><b>a</b> wear and tear, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams</li> <li><b>b</b> any form of corrosion or erosion however arising</li> </ul> <p>nor any <i>business interruption</i> arising from the above.</p>
<b>Explosion or collapse of pressure plant</b>	<ul style="list-style-type: none"> <li><b>a</b> Damage to any item of pressure plant forming part of the <i>equipment</i> by its own <i>explosion or collapse</i></li> <li><b>b</b> Damage to other property belonging to you or in your custody and control directly resulting from <i>explosion or collapse</i> of pressure plant forming part of the <i>equipment</i></li> </ul> <p>The most we will pay for <i>damage to equipment</i> or other property belonging to you or in your custody and control directly resulting from <i>explosion</i> of pressure plant is shown in the schedule.</p>	<p>But this shall not exclude subsequent <i>damage</i> and <i>business interruption</i> which itself results from a cause not otherwise excluded.</p> <p><i>Damage or business interruption</i> for which:</p> <ul style="list-style-type: none"> <li><b>a</b> any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement</li> <li><b>b</b> you are relieved of responsibility under any rental, hire or lease agreement.</li> </ul> <p><i>Damage and any business interruption</i> arising from such <i>damage</i> to:</p> <ul style="list-style-type: none"> <li><b>a</b> glass and non-metallic parts</li> <li><b>b</b> any device for safety or protection when it operates for that purpose</li> <li><b>c</b> bulbs, thermionic valves, heating elements, photo-electric cells, transistors, batteries, liquid crystal and plasma displays, cathode ray tubes and similar apparatus</li> <li><b>d</b> track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like, bands, belts or any part requiring periodic renewal</li> <li><b>e</b> trailing cables, tyres or attachments unless accompanied by <i>damage</i> to remainder of the <i>equipment</i>.</li> </ul>

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	What is insured	What is not insured
		<p><i>Damage and any business interruption arising from such damage to any item of equipment caused by or arising from:</i></p> <ul style="list-style-type: none"> <li><b>a</b> non-compliance by <i>you</i> with the maintenance requirements specified by the <i>equipment</i> manufacturer or supplier</li> <li><b>b</b> modifications to that item beyond the specifications laid down by its manufacturer</li> </ul> <p>non-compliance by <i>you</i> with a recall notice issued by the <i>equipment</i> manufacturer or supplier.</p> <p><i>Damage and any business interruption arising from such damage to any item of equipment:</i></p> <ul style="list-style-type: none"> <li><b>a</b> which has not successfully completed its performance acceptance tests</li> <li><b>b</b> occurring within 28 days of its initial installation at the <i>premises</i></li> <li><b>c</b> which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading</li> <li><b>d</b> caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul.</li> </ul> <p><i>Damage or consequential loss otherwise excluded by the general exclusions of this policy.</i></p>
<b>Computers</b>	<p><b>Extensions</b></p> <p>We will pay;</p> <ul style="list-style-type: none"> <li><b>a</b> for <i>damage</i> to <i>computers</i>, and</li> <li><b>b</b> the costs incurred in reinstating lost or corrupted data, and</li> <li><b>c</b> the costs incurred to prevent or minimise interruption with the work normally carried out by or on the <i>computers</i></li> </ul> <p>as a result of <i>breakdown of computers</i> or <i>damage</i> caused to <i>computers</i> by the <i>explosion or collapse</i> of pressure plant.</p>	<p>We will not pay for;</p> <ul style="list-style-type: none"> <li><b>a</b> the value to <i>you</i> of the data stored on <i>computers</i></li> <li><b>b</b> the cost of replacement software or software licences</li> </ul>

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	<p>It is a condition precedent to <i>our</i> liability that:</p> <ul style="list-style-type: none"> <li><b>a</b> <i>you</i> shall maintain copies of data which are backed-up no less frequently than once every 7 days, which are regularly tested and stored off site</li> <li><b>b</b> the loss of data is discovered within the period of insurance</li> <li><b>c</b> the costs of reinstating data are limited to those costs involved in physically reinstating data onto computer media</li> </ul> <p>the amount payable by <i>us</i> under this extension shall not exceed £50,000 in any one period of insurance</p>	
<b>Hazardous substances</b>	<p>We will pay for <i>damage</i> to <i>equipment</i> caused by sudden and unforeseen contamination by a <i>hazardous substance</i> including additional expenses incurred to clean up or dispose of the equipment.</p> <p>The most we will pay for <i>damage</i> to <i>equipment</i> caused by <i>hazardous substances</i> and any additional expenses or resulting business interruption is £10,000 in any one period of insurance.</p>	
<b>Oil storage tanks</b>	<p>We will pay for;</p> <ul style="list-style-type: none"> <li><b>a</b> loss of contents of any oil storage tank forming part of the <i>equipment</i> as a result of contamination leakage, discharge or overflow from the oil storage tank caused by sudden and unforeseen <i>damage</i></li> <li><b>b</b> costs and expenses reasonably incurred by <i>you</i> in mopping up and cleaning operations directly resulting from a loss for which <i>you</i> are indemnified under part a) of this clause.</li> </ul> <p>The most we will pay for loss of contents of oil storage tanks including any clean up expenses or resulting <i>business interruption</i> is £10,000 in any one period of insurance.</p>	<p>We will not pay for loss caused by seepage evaporation or normal trade loss</p>

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	<p><b>Hire costs for substitute equipment</b></p> <p>In the event of <i>damage</i> to <i>equipment</i> for which <i>you</i> are indemnified under this section of the policy <i>we</i> will pay hire charges necessarily and reasonably incurred for hiring in substitute <i>equipment</i> of a similar type and capacity during the period of repair or until permanent replacement of the <i>equipment</i>.</p> <p>The most <i>we</i> will pay for the hire of substitute <i>equipment</i> is £5,000 in any one period of insurance <i>business interruption</i> is £10,000 in any one period of insurance.</p>	
	<p><b>Loss avoidance measures</b></p> <p><i>We</i> will pay for costs necessarily and reasonably incurred by <i>you</i> in taking exceptional measures to prevent imminent <i>damage</i> or minimise further loss following <i>damage</i> to <i>equipment</i>.</p> <p>Provided that;</p> <p><b>a</b> <i>we</i> are satisfied that <i>damage</i> or <i>business interruption</i> has been avoided or mitigated as a result of these measures</p> <p><b>b</b> the most <i>we</i> will pay under this extension is £5,000 in any one period of insurance.</p>	<p>We will not pay;</p> <p><b>a</b> an amount which exceeds the amount which would be payable by <i>us</i> had such measures not been taken</p> <p><b>b</b> where the terms and conditions of this policy would have excluded a claim under this section of the policy had <i>damage</i> occurred</p>
	<p><b>Expediting Expenses</b></p> <p><i>We</i> will pay reasonable expenses agreed by <i>us</i> in writing in making temporary repairs and expediting permanent repair, including overtime working and the use of rapid transport, in consequence of <i>damage</i> for which <i>you</i> are covered by this section of the policy, provided that the amount payable in respect of any period of insurance shall not exceed £20,000.</p>	

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	<b>Special Conditions applying to this section of the policy</b>
	<p><b>Computer Maintenance Agreement</b></p> <p>If the total value of <i>computers</i> forming part of the <i>equipment</i> exceeds £5,000 <i>you</i> must have in place an agreement which provides for on-call remedial maintenance encompassing free repair or replacement of such <i>computers</i> in the event of <i>breakdown</i> arising out of normal use.</p>
	<p><b>Obsolete or Foreign Plant</b></p> <p>In the event of a claim in respect of <i>equipment</i> which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock <i>our</i> liability will be limited to the price of corresponding parts of current <i>equipment</i> of similar size and type together with the estimated cost of installing them.</p>
	<p><b>Precautions</b></p> <p><i>You</i> shall exercise due diligence in</p> <ul style="list-style-type: none"> <li><b>a</b> complying with any statute or order</li> <li><b>b</b> ensuring that all <i>equipment, computers</i> and pressure plant are properly maintained and used in accordance with manufacturers recommendations.</li> </ul> <p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages <b>54-58</b> of the policy.</p>

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# Conditions and Exclusions

## applying to the whole policy

### General conditions

General Conditions In the following conditions the word you also includes any other person insured under the policy.

- 1 The policy, insurance agreement, schedule and any endorsements should be read as if they are one document.
- 2 You will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- 3 You must tell us of any change of circumstances after the start of the insurance which increases the risk of injury or *damage*. You will not be insured under the policy until we have agreed in writing to accept the increased risk.
- 4 If you or anyone acting for you makes a claim under this policy knowing the claim to be false, we will not pay the claim and all cover under the policy stops.
- 5 If you decide you do not want to accept the policy, or any subsequent renewal of it, please tell us (or your insurance intermediary) within 14 days of receiving the policy or renewal notice. We may, at our discretion, charge you for the time you have been on cover, including insurance premium tax.
- 6 We have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to your last known address.
- 7 If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.
- 8 If you die we will insure your legal personal representatives for any liability you had previously incurred under the policy provided always they keep to the terms of the policy.
- 9 If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that period of insurance.
- 10 If you pay the premium to us using our Direct Debit instalment scheme, we will have the right (which we may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, provided you tell us (or your insurance intermediary) before the next renewal date, we will not renew it.
- 11 Where we refer in the policy to the payment of premiums this shall include payment by monthly instalments. If you pay by this method the policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the policy will be cancelled immediately.
- 12 You must tell us immediately any *building* or part of any *building* becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and you must action any risk improvement measures that we may require.
- 13 You must give us immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event we shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

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# Claims Conditions

- 1 Upon learning of any circumstances likely to give rise to a claim *you* must:
  - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
  - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
  - immediately send to *us* any writ or summons issued against *you*
  - supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that *we* require within the following periods:
    - i 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
    - ii 30 days after the expiry of the *indemnity period* under section B No. 17 – Business Interruption and Book Debts
    - iii 30 days after any other *damage*, interruption or *bodily injury*
  - take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.
  
- 2 *We* shall have the right to settle a claim by:
  - the payment of *money*
  - reinstatement or replacement of the property lost or damaged
  - repair of the property lost or damaged If *we* decide upon reinstatement, replacement or repair *we* shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. *We* shall not spend on any one item, more than its sum insured.
  
- 3 *We* have the right to the salvage of any insured property.
  
- 4 *You* must not admit, deny, negotiate or settle any claim without *our* written consent.
  
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy *we* will be liable only for *our* proportionate share. If any other such policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
  
- 6 *We* are entitled to:
  - take the benefit of *your* rights against another person before or after *we* have paid a claim
  - take over the defence or settlement of a claim against *you* by another person.
  
- 7 *We* have the right to enter the *building* where the *damage* has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

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# General Exclusions – applicable to all insurances other than Employers’ Liability

## The policy does not cover:

- 1 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.
- 2 *DAMAGE* occasioned by or happening through or in consequence directly or indirectly of Terrorism. In any action, suit or other proceedings where we allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such *DAMAGE* is covered shall be upon *you*.

### Definition

For the purposes of this General Exclusion the following special meaning shall apply:  
‘Terrorism’ shall mean:

- a in respect of England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002: acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto
- b in respect of elsewhere than as described in a) above:
  - 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 any political division thereof 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 whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
    - i involves violence against one or more persons
    - ii involves damage to property
    - iii endangers life other than that of the person committing the action
    - iv creates a risk to health or safety of the public or a section of the public
    - v is designed to interfere with or to disrupt an electronic system
- c any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.
- 3 *DAMAGE* to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such *DAMAGE* is caused by *Virus or Similar Mechanism or Hacking or Denial of Service Attack*.
- 4 *CONSEQUENTIAL LOSS* directly or indirectly caused by or arising from *Virus or Similar Mechanism or Hacking or Denial of Service Attack*.  
But this shall not exclude *DAMAGE* or *CONSEQUENTIAL LOSS* which results from a Defined Peril (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

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## Definitions

For the purpose of this General Exclusion the following special meanings shall apply:

### Virus or Similar Mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to *damage* interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of *Virus or Similar Mechanism* includes but is not limited to trojan horses worms and logic bombs.

### Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the Insured or not.

### Denial of Service Attack

means any actions or instructions constructed or generated with the ability to *damage* interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

- 3 Any expense, *consequential loss*, legal liability or *damage* to any property directly or indirectly arising from:
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any *Nuclear Installation, Nuclear Reactor* or other nuclear assembly or nuclear component thereof
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this sub paragraph will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This General Exclusion will not apply to section B No. 18 Employers' Liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such *bodily injury*.

## Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

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

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**Nuclear Reactor**

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

**6** *Damage* to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating.

This exclusion shall not apply where fire spreads to cause *damage* to other plant or appliances or other property insured.

**7** The policy does not cover:

- i loss, destruction or *damage*
- ii *consequential loss*, additional expenditure or extra expenses
- iii legal liability
- iv other fees costs disbursements awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from
  - a the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date
  - b any DATA PROCESSING SYSTEM responding to or dealing in any way with:
    - i any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
    - ii any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before or after the year 2000 but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or *damage* or *consequential loss*, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

**Definitions**

For the purpose of this Exclusion, the following special meanings shall apply:

**DATA PROCESSING SYSTEM**

shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware

**DEFINED PERILS**

shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal

Subject otherwise to the terms, conditions and limitations of the policy.

**8** *Damage* to any property in Northern Ireland or loss resulting from such *damage* arising from riot or civil commotion and (except in respect of damages by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

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## Section J – Legal Expenses

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd’s (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL’s liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other section of this policy.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd’s, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

### Meaning of words

In addition to the general definition at the start of this policy, these definitions found in this section have special meanings that shall apply to this section only. These meanings are given below and apply wherever the words appear in *italics*.

#### **Appointed Advisor**

The solicitor, accountant, mediator or other advisor appointed by *us* to act on behalf of the *insured*.

#### **Collective Conditional Fee Agreement**

A legally enforceable agreement entered into on a common basis between the *appointed advisor* and *us* to pay their professional fees on the basis of “no-win no-fee”.

#### **Conditional Fee Agreement**

A legally enforceable agreement between the *insured* and the *appointed advisor* for paying their professional fees on the basis of “no-win no-fee”.

#### **Costs and Expenses**

- 1 Reasonable legal costs and disbursements reasonably and proportionately incurred by the *appointed advisor* on the standard basis and agreed in advance by *us*. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- 2 In civil claims, other side’s costs, fees and disbursements where the *insured* has been ordered to pay them or pays them with *our* agreement.
- 3 Reasonable accountancy fees reasonably incurred under insured event 3 by the *appointed advisor* and agreed by *us* in advance.
- 4 *Your employee’s* basic wages or salary under insured event 8 in the course of their employment with *you* while attending court or tribunal at the request of the *appointed advisor* or whilst on jury service where *you* do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

#### **Employee**

A worker who has or alleges they have entered into a contract of service with *you*, provided they have been declared to *us*.

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### **Insured**

- 1 *You, your* directors, partners, managers, officers and *employees of your business.*
- 2 The estate, heirs, legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
- 3 A person declared to *us*, who is contracted to perform work for *you*, who in all other respects *you* have arranged to insure on the same basis as *your* other *employees* and who performs work under *your* supervision.

### **Insurer**

Brit Syndicate 2987 at Lloyd's.

### **Period of Insurance**

The period shown in the schedule to which this section of the policy attaches.

### **Reasonable Prospects of Success**

- 1 Other than as set out in 2. and 3. below, a greater than 50% chance of the *insured* successfully pursuing or defending the claim and, if the *insured* is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- 2 In criminal prosecution claims where the *insured*
  - a pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- 3 In all claims involving an appeal, a greater than 50% chance of the *insured* being successful.

### **Small Claims Court**

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this section of the policy applies.

### **Territorial Limit**

For insured events 5 - 6 the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other insured events the United Kingdom, Channel Islands and the Isle of Man.

### **We, Us or Our**

ARAG plc.

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<p><b>Legal Expenses</b></p>	<p><b>The Cover</b></p> <p>The <i>insurer</i> will pay <i>costs and expenses</i> (and compensation awards under insured event 2) up to the limit of indemnity of £150,000 and aggregate limit of £1,000,000 in relation to insured event 2 and as specified in <i>your</i> policy schedule for all claims related by time or originating cause including the cost of appeals subject to all the following requirements being met.</p> <ol style="list-style-type: none"> <li><b>1</b> The insured event arises in connection with the <i>business</i> and occurs within the <i>territorial limit</i>.</li> <li><b>2</b> The claim             <ol style="list-style-type: none"> <li><b>a</b> always has <i>reasonable prospects of success</i></li> <li><b>b</b> is reported to <i>us</i> <ol style="list-style-type: none"> <li><b>i</b> during the <i>period of insurance</i></li> <li><b>ii</b> as soon as the <i>insured</i> first becomes aware of circumstances which could give rise to a claim.</li> </ol> </li> </ol> </li> <li><b>3</b> Unless there is a conflict of interest, the <i>insured</i> always agrees to use the <i>appointed advisor</i> chosen by <i>us</i> in any claim             <ol style="list-style-type: none"> <li><b>a</b> to be heard by the <i>small claims court</i> or an Employment Tribunal and/or</li> <li><b>b</b> before proceedings have been or need to be issued.</li> </ol> </li> <li><b>4</b> Any dispute will be dealt with by a court, tribunal, Advisory, Conciliation and Arbitration Service or a relevant regulatory or licensing body.</li> </ol> <p>A claim is considered to be reported to <i>us</i> when we have received the <i>insured's</i> fully completed claim form.</p>	
	<p><b>What is insured</b></p>	<p><b>What is not insured</b></p>
<p><b>Employment</b></p>	<ol style="list-style-type: none"> <li><b>1</b> A dispute between <i>you</i> and <i>your employee, ex-employee, or a prospective employee</i>, arising from a breach or an alleged breach of their             <ol style="list-style-type: none"> <li><b>a</b> contract of service with <i>you</i> and/or</li> <li><b>b</b> related legal rights.</li> </ol> <p>A claim can be made under this section of the policy provided that all internal procedures as set out in the</p> <ol style="list-style-type: none"> <li><b>i</b> ACAS Code of Practice for Disciplinary and Grievance Procedures, or</li> <li><b>ii</b> Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland</li> </ol> <p>have been or ought to have been concluded.</p> </li> </ol>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> <li><b>1</b> the pursuit of an action by <i>you</i> other than an appeal</li> <li><b>2</b> redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where <i>you</i> have had equivalent cover in force up until the start of this section of the policy</li> <li><b>3</b> <i>costs and expenses</i> for preparation and representation at an internal disciplinary hearing, grievance or appeal</li> <li><b>4</b> any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006.</li> </ol>

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<b>Employment Compensation Awards</b>	<b>2</b>	<p>Following a claim we have accepted under Insured event 1, the <i>insurer</i> will pay any</p> <ul style="list-style-type: none"> <li>a basic and compensatory award</li> <li>b Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013 awarded against <i>you</i> by a tribunal or</li> <li>c an amount agreed by <i>us</i> in settlement of a dispute.</li> </ul> <p>Provided that:</p> <ul style="list-style-type: none"> <li>i <i>reasonable prospects of success</i> exist for a wholly successful defence throughout and</li> <li>ii compensation is <ul style="list-style-type: none"> <li>■ agreed through mediation or conciliation or under a settlement approved by <i>us</i> or</li> <li>■ awarded by a tribunal judgment after full argument unless given by default.</li> </ul> </li> </ul>	<p>Compensation awards and settlements relating to:</p> <ol style="list-style-type: none"> <li>1 trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council</li> <li>2 money due owed under a contract to an <i>employee</i> under a contract or a statutory provision relating thereto</li> <li>3 civil claims or statutory rights relating to trustees of occupational pension schemes.</li> <li>4 National minimum wage legislation.</li> <li>5 <i>You</i> must have sought and followed advice from <i>our</i> legal advice helpline 0344 571 7978.</li> </ol>
<b>Tax Protection</b>	<b>3</b>	<ul style="list-style-type: none"> <li>a A formally notified aspect or full enquiry into <i>your</i> tax affairs, or into the personal tax affairs of <i>your</i> directors and/or partners.</li> <li>b A dispute about <i>your</i> compliance with regulations relating to: <ul style="list-style-type: none"> <li>i Value Added Tax, or</li> <li>ii Pay As You Earn, or</li> <li>iii Social Security, or</li> <li>iv National Insurance Contributions, or</li> <li>v the Construction Industry Scheme, or</li> <li>vi IR35 following a compliance check by HM Revenue and Customs.</li> </ul> </li> <li>c An enquiry into <i>your</i> tax affairs, or into the personal tax affairs of <i>your</i> directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.</li> </ul> <p>Provided that:</p> <ul style="list-style-type: none"> <li>i all returns are completed and have been submitted within the statutory timescales permitted</li> <li>ii <i>you</i> keep proper records in accordance with statutory requirements</li> <li>iii in respect of any appealable matter <i>you</i> have requested an Internal Review from HM Revenue and Customs where available.</li> </ul>	<p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>1 The first £200 of any claim under aspect enquiries. This is payable by the <i>insured</i> as soon as <i>we</i> accept the claim.</li> <li>2 <i>costs and expenses</i> in relation to aspect enquiries in excess of £2,000</li> <li>3 tax returns which result in HM Revenue and Customs imposing a penalty or claiming interest or which contain negligent misstatements</li> <li>4 an investigation by the Specialist Investigations Branch of HM Revenue and Customs</li> <li>5 where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the <i>insured's</i> financial arrangements</li> <li>6 any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland</li> <li>7 <i>your</i> failure to register for VAT</li> <li>8 <i>import or excise duties and import VAT</i></li> <li>9 <i>Alleged dishonesty or a criminal offence.</i></li> </ol>

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		<b>What is insured</b>	<b>What is not insured</b>
<b>Property</b>	<b>4</b>	<p>A dispute relating to material property which <i>you</i> own or is <i>your</i> responsibility:</p> <ul style="list-style-type: none"> <li>a following an event which causes physical damage to <i>your</i> material property</li> <li>b following a public or private nuisance or trespass</li> <li>c which <i>you</i> wish to recover or repossess from an <i>employee</i> or <i>ex-employee</i>.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>1 a contract between <i>you</i> and a third party except for a claim under 4 c</li> <li>4 goods in transit or goods lent or hired out</li> <li>3 compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority</li> <li>4 a dispute with any party other than the party who caused the damage, nuisance or trespass</li> <li>5 a motor vehicle owned or used by or hired or leased to an insured other than damage to motor vehicles where you are in the business of selling motor vehicles.</li> </ul>
<b>Legal Defence</b>	<b>5</b>	<ul style="list-style-type: none"> <li>a A criminal investigation and/or enquiry by: <ul style="list-style-type: none"> <li>i the police</li> <li>ii a health and safety authority or</li> <li>iii a local Authority Health and Service Enforcement Officer</li> </ul> where it is suspected that an offence may have been committed that could lead to the <i>insured</i> being prosecuted. </li> <li>b An offence or alleged offence which leads to the <i>insured</i> being prosecuted in a court of criminal jurisdiction which arises in direct connection with the <i>business</i>.</li> </ul>	<p>Any claim relating to a parking offence.</p>
<b>Compliance and Regulation</b>	<b>6</b>	<ul style="list-style-type: none"> <li>a Receipt of a Statutory Notice served against <i>you</i>.</li> <li>b A civil action alleging wrongful arrest arising from an allegation of theft.</li> <li>c A claim against <i>you</i> for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against <i>you</i> provided that <i>you</i> are registered with the Information Commissioner.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>1 the pursuit of an action by <i>you</i> other than an appeal</li> <li>2 a routine inspection by a regulatory authority</li> <li>3 a Health and Safety Executive Fee for Intervention.</li> </ul>
<b>Statutory Licence Appeals</b>	<b>7</b>	<p>An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew <i>your</i> statutory licence or compulsory registration.</p>	<p>Any claim relating to use or ownership of a motor vehicle.</p>

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<b>Loss of Earnings</b>	<b>8</b>	The <i>insured's</i> absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the <i>appointed advisor</i> or whilst on jury service which results in loss of earnings.	Any sum which can be recovered from the court or tribunal.
<b>Employees' Extra Protection</b>	<b>9</b>	At <i>your</i> request <ol style="list-style-type: none"> <li>a where civil proceedings are issued against <i>your employee</i>:               <ol style="list-style-type: none"> <li>i for unlawful discrimination; or</li> <li>ii in their capacity as a trustee of a pension fund set up for the benefit of <i>your employees</i>;</li> </ol> </li> <li>b <i>your employee</i> or a member of their family suffers physical bodily injury or death as a result of a sudden event.</li> </ol>	Any claim relating to: <ol style="list-style-type: none"> <li>1 defending <i>you</i></li> <li>2 a condition, illness or disease which develops gradually over time</li> <li>3 clinical negligence.</li> </ol>

### Special Exclusions applicable to section J

The *insured* is not covered for any claim arising from or relating to:

- 1 *costs and expenses* or compensation awards incurred without *our* consent
- 2 any actual or alleged act, omission or dispute happening before, or existing at the start of this section of the policy, and which the *insured* believed or ought reasonably to have believed could lead to a claim
- 3 an allegation against the *insured* involving:
  - a defamation
  - b offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 4 defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured event 1), or loss or damage to property owned by the *insured*
- 5 patents, copyright, passing-off, trade or service marks, registered designs and confidential information
- 6 a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
- 7 franchise or agency agreements
- 8 a judicial review
- 9 a dispute with *us*, the *insurer* or the party who arranged this cover not dealt with under Arbitration
- 10 the payment of fines, penalties or compensation awarded against the *insured* (except as covered under insured event 2 or 6.d) or costs awarded against the *insured* by a court of criminal jurisdiction.

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## Special conditions applicable to section J

Where the *insurer's* risk is affected by the *insured's* failure to keep to these conditions the *insurer* can cancel this section of *your* policy, refuse a claim or withdraw from an ongoing claim. The *insurer* also reserves the right to claim back *costs and expenses* from the *insured* if this happens.

### 1 The insured's responsibilities

An *insured* must:

- a tell *us* immediately of anything that may make it more costly or difficult for the *appointed advisor* to resolve the claim in *your* favour
- b cooperate fully with *us*, give the *appointed advisor* any instructions required, and keep them updated with progress of the claim and not hinder them
- c take reasonable steps to claim back *costs and expenses* and, where recovered, pay them to the *insurer*
- d keep *costs and expenses* as low as possible
- e allow the *insurer* at any time to take over and conduct in the *insured's* name, any claim.

### 2 Freedom to choose an appointed advisor

- a In certain circumstances as set out in 2.b) below the *insured* may choose an *appointed advisor*. In all other cases no such right exists and *we* shall choose the *appointed advisor*.
- b If:
  - i *we* agree to start proceedings or proceedings are issued against an *insured*, or
  - ii there is a conflict of interest

the *insured* may choose a qualified *appointed advisor* except where the *insured's* claim is to be dealt with by the Employment Tribunal or *small claims court* where *we* shall always choose the *appointed advisor*.
- c Where the *insured* wishes to exercise the right to choose, the *insured* must write to *us* with their preferred representative's contact details. Where the *insured* chooses to use their preferred representative, the *insurer* will not pay more than *we* agree to pay a solicitor from *our* panel.
- d If the *insured* dismisses the *appointed advisor* without good reason, or withdraws from the claim without *our* written agreement, or if the *appointed advisor* refuses with good reason to continue acting for an *insured*, cover will end immediately.

### 3 Consent

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

### 4 Settlement

- a The *insurer* can settle the claim by paying the reasonable value of the *insured's* claim.
- b The *insured* must not negotiate, settle the claim or agree to pay *costs and expenses* without *our* written agreement.
- c If the *insured* refuses to settle the claim following advice to do so from the *appointed advisor* the *insurer* reserves the right to refuse to pay further *costs and expenses*.

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## 5 Barrister's opinion

We may require the *insured* to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the *insured*, then the *insurer* will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by *us*, then the *insurer* will pay for a final opinion which shall be binding on the *insured* and *us*. This does not affect the *insured's* right under Arbitration.

## 6 Arbitration

If any dispute between the *insured* and *us* arises from this policy, the *insured* can make a complaint to *us* as described in the complaints section of this policy and *we* will try to resolve the matter. If *we* are unable to satisfy the *insured's* concerns and the matter can be dealt with by the Financial Ombudsman Service the *insured* can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If *we* fail to agree on a suitable person to arbitrate the matter *we* will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## 7 Other insurance

The *insurer* will not pay more than their fair share (rateable proportion) for any claim covered by another section of this policy, or any claim that would have been covered by any other policy if this section of this policy did not exist.

## 8 Fraudulent claims

If the *insured* makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

## 9 Cancellation

- a *You* may cancel this section of the policy:
  - i within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
  - ii at any other time by giving *us* at least 21 days written notice and the *insurer* will refund part of the premium for the unexpired period unless a claim has been or is later accepted by *us* in which case no return of premium shall be allowed.
- b Where there is a valid reason for doing so, the *insurer* has the right to cancel this section of the policy at any time by giving at least 21 days written notice to *you*.  
The *insurer* will refund part of the premium for the unexpired term. *We* will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i where the party claiming under this policy fails to co-operate with or provide information to *us* or the *appointed advisor* in a way that materially affects *our* ability to process a claim, or *our* ability to defend the *insurer's* interests,
  - ii where the *insured* uses threatening or abusive behaviour or language, or intimidates or bullies *our* staff or suppliers,
  - iii where *we* reasonably suspect fraud.

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- c The *insurer* may also cancel the policy and refund part of the premium for the unexpired period if at any time *you*
  - i enter into a voluntary arrangement or a deed of arrangement
  - ii become bankrupt, are placed into administration, receivership or liquidation
  - iii have *your* affairs or property in the care or control of a receiver or administrator.

The *insurer* also reserves the right to withdraw from any claim.

## 10 Acts of parliament, statutory instruments, civil procedure rules and jurisdiction

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

## 11 Data Protection Act 1998

It is agreed by the *insured* that any information provided to *us* and/or the *insurer* regarding the *insured* will be processed by *us* and/or the *insurer*, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For *our* mutual protection and *our* training purposes, calls may be recorded.

## 12 Contracts (Rights of Third Parties) Act 1999

A person who is not an *insured* under this contract has no right to enforce the terms and conditions of this section of the policy under the Contracts (Rights of Third Parties) Act 1999.

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## Claims procedure

If you need to make a claim you must notify us as soon as possible.

- 1 Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
- 2 You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)
- 3 We will issue you with a written acknowledgement within one working day of receiving your claim form.
- 4 Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
  - a confirming the appointment of a qualified representative who will promptly progress the claim for you; or
  - b if the claim is not covered, explaining in full why and whether we can assist in another way.
- 5 When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Legal advice helpline 0344 571 7978

If you have a legal problem relating to your business, we recommend you call our confidential legal advice helpline. Advice is available 24/7 and it covers business-related legal matters within EU law. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

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