



Commercial Insurance Certificate

SPECIMEN

This certificate is effected on behalf of ERGO Versicherung AG
& JRP Insurance Management Ltd as their
underwriting agents.

ERGO is part of the Munich Re Group, one of the leading reinsurers
and risk carriers worldwide.

COMMERCIAL INSURANCE INTRODUCTION

This insurance is designed to provide cover for your business assets.

The parties have entered into this contract in good faith and understand their respective obligations.

There are general obligations contained in this certificate pages 5-7 and obligations specific to certain sections (additional obligations may be imposed by endorsement) that are important to us and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of a condition to decline a claim where **You** can prove that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The certificate defines what is covered under separate sections 1-10. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole certificate are set out in pages 34-36 and **We** will not pay a claim if these exclusions are applicable.

The General certificate conditions pages 37-39 sets out certain rights of **You** and **Us** and include clauses that apply to the whole of the certificate.

The certificate Definitions pages 40-44 provide the meaning to words and phrases wherever they appear in the certificate. **You** will see words in bold which highlights that for the purposes of this certificate they are a definition.

The **Schedule** attaching to this certificate will set out the period of this insurance and specify which Sections of this certificate are operative including the **Sums Insured** and/or **Limits of Indemnity**.

The **Schedule** may also contain clauses additional to the certificate wording that **We** have imposed placing additional obligations on **You** and/or varying coverage. The terms of those clauses will be attached to the certificate in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 45.

Reading the Certificate

It is strongly recommended that **You** read the **Certificate** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements. In the event that the cover does not meet with **Your** requirements **You** should immediately advise **Your** insurance advisor.

We will then decide whether or not to agree to a variation of the certificate. However, the terms of the **Certificate** will remain effective unless **We** have agreed to a variation in writing.

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Authorised Certificate


This **Certificate** and any replacement **Schedule** and/or endorsement are to be read together as one document.

This **Certificate** is a legally binding contract which **You** have made with **Underwriters**. In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the **Certificate**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.
Provided always that:-

- (i) The liability of the **Underwriters** shall not exceed the **Sums Insured** stated in the **Schedule** or such other **Sums Insured** as maybe substituted by endorsement or attached hereto;
- (ii) This **Certificate** insures **You** only in respect of the sections where a **Sum Insured** or **Limit of Indemnity** is specified in the **Schedule**

Any dispute arising out of or in connection with this **Certificate** shall be subject to and construed solely in accordance with the laws of Ireland. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Certificate** shall be subject to the jurisdictions of the courts of Ireland or as otherwise agreed in accordance with the EU Disclosure Clause.

The written authority (which number is shown in the **Certificate Schedule**) allows (coverholder to insert their company name) to issue this **Certificate**.

Signed:  _____
Authorised Signatory

Print: Andy Williamson

Date: _____

Several Liability Notice

The subscribing **Underwriters**' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.

General Obligations (continued)

You have an obligation in **Your Proposal** to answer any questions honestly and accurately, make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the **Underwriter** when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **Underwriters** shall be entitled to remedy their position in accordance with the Claims and Remedy conditions on page 8 of this **Certificate**.

These obligations also apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters**.

Without prejudice to **Underwriters'** rights, if **You** are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if **You** have any questions concerning the **Certificate** terms and conditions, **You** should check with **Your** insurance advisor.

The **Certificate** contains important terms and conditions that must be complied with including but not limited to:

Alteration in Risk

- a) **You** must immediately notify **Underwriters** of the removal or alteration of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured** otherwise **Underwriters** may refuse to pay **Your** claim(s) or provide indemnity under this **Certificate**.
- b) **You** must immediately notify **Underwriters** if:
 - i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or
 - ii) **Your** interest ceases except by will or operation of law, or
 - iii) there is a change of trade or use of the **Premises**

otherwise the **Certificate** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such alteration(s) described in i) – iii) above and at their option **Underwriters** have agreed to continue vary the **Certificate**.

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) when undertaking **Renovations** to the **Property Insured** **You** must take all reasonable precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Underwriters** express written agreement.

otherwise **Underwriters** may refuse to pay **Your** claim(s) or provide indemnity under this **Certificate**.

Maintenance and Safety

It is important that **You** comply with requirements a)- d) below otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded.

You must:

- a) if the **Premises** or any part thereof is let as residential accommodation comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance be in possession of a current Gas Completion Certificate issued by a Registered Gas Installer (RGI. Any necessary repairs and maintenance must be carried out promptly by a Registered Gas Installer (RGI)
- b) if **You** are responsible for gas installations at commercial **Premises** undertake annual maintenance checks and at the commencement and throughout the currency of this insurance be in possession of a valid Gas Completion Certificate issued by a Registered Gas Installer (RGI)
- c) at the commencement of this insurance and at all times throughout the currency of this insurance be in possession of an electrical completion certificate or electrical periodic inspection report (ETCI) that:
 - i) covers the whole of the electrical installation(s)
 - ii) is less than three years old and issued by a contractor approved and registered with one of the following:
 - Electrical Contractors Safety & Standards Association (ECSSA)
 - The Register of Electrical Contractors of Ireland Limited (RECI)
 - iii) is satisfactory and free of a requirement (s) for remedial works to be completed, or is supported by documentation that confirms any required remediation work(s) have been satisfactorily completed.
- d) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations, such vessel, machinery or apparatus shall be the subject of:
 - i) inspection(s) under contract,
 - and ii) regular maintenance schedulesand **You** must be in the possession of such certificates of inspection and evidence of maintenance

Survey

In the event **Underwriters** have granted cover subject to a survey it is a requirement that:

Your full co-operation is provided to ensure that the survey is completed by the survey completion date stated in the **Schedule** or **Certificate** endorsement, otherwise all cover will cease immediately unless an extension to the period has been agreed in writing by **Underwriters**.

Following the survey **Underwriters** reserve the right to cancel or vary this insurance with immediate effect or impose additional terms, conditions and exclusions and/or revise the premium rate.

You must implement all survey requirements within the time limits specified by the **Underwriters** and maintain implementation of such requirements during the currency of this insurance and any additional periods granted by the **Underwriters** unless otherwise agreed.

General Obligations (continued)

If **You** fail to implement the term(s) of the requirement(s) within the time limit(s) specified by the **Underwriters** then all cover under the **Certificate** shall terminate and remain inoperative unless:

- a) an extension to the time limits has been agreed by the **Underwriters** in writing, or
- b) all the survey requirement(s) have been fully implemented at the time of **Damage**, or
- c) the **Underwriters** have agreed to waive the survey requirement(s).

For the avoidance of doubt all terms and conditions of the **Certificate** continue unless otherwise agreed by **Underwriters** in writing.

In the event the **Certificate** is cancelled due to the terms of this endorsement a return premium will be calculated on a pro-rata basis less the cost of the survey up to a maximum of €650 (or equivalent currency).

Electrical – Portable Appliance Testing

You must ensure the safety of electrical appliances owned by

You or under **Your** control by:

- i) periodically testing appliances, to be carried out by competent personnel (in-house or outsourced)
- ii) having all tested appliances labelled, whether passed or failed and having all testing recorded and kept for at least 5 years
- iii) removing any equipment from the **Premises** that has failed testing unless it has been repaired by a qualified technician

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded.

Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire, theft and malicious persons will be excluded:

- a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the **Underwriters** and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times
- b) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations
- c) **You** must ensure that:
 - (i) All external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
 - (ii) All Windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes

- d) **You** must notify **Underwriters** as soon as possible if **You** receive notice:
 - i) that the Garda authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
 - iii) that any alarm system cannot be returned to or maintained in full working order

following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of €3,000, and **Underwriters** shall have the right to vary terms or cancel cover provided under this **Certificate**.

Sprinkler Maintenance

It is important that **You** comply with requirements 1- 7 below in respect of any installation(s) of Automatic Sprinklers at the **Insured Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded:

You must:

1. make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valve controlling the individual water supplies and the installation are fully open
2. make quarterly or half-yearly test if required by the **Underwriters** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
3. make a test every weekday (holidays excepted) of
 - (i) the Brigade connection
 - (ii) the circuit between the alarm switch and the control unit and
 - (iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire BrigadeNote 1: it is permissible for test (i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty
Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week
4. remedy promptly any defect revealed by such tests
5. notify the **Underwriters** before any installation is rendered inoperative or immediately in the event of an emergency
6. allow the **Underwriters** access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation
7. have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

General Obligations (continued)

Heat Application

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Underwriters** the following precautions and procedures must be complied with by **You** and/or **Your** contractor(s) on each occasion;

- a) application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
 - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material is covered by sand or over-lapping sheets or screens of non-combustible material
 - ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately smoke or smoldering or flames are detected
 - iii) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use
 - iv) a person is appointed by **You** or the contractor who will watch for signs of smoke or smoldering or flames and will take immediate steps to extinguish any smoldering or flames discovered

during works and for a period of 60 minutes after works have finished

- b) use of asphalt, bitumen, tar, pitch or lead heaters if the heating is carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel is placed on a non-combustible heat insulating base
- c) The Contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit of no less than €2.6m and shall supply a copy of the insurance certificate to **You** prior to commencement of work

otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded.

Portable Heaters

You must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the **Underwriters** prior to such use or storage otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded.

Unattended Machinery

You must ensure that **Machinery, Plant or Equipment** designed for the purpose of manufacturing or finishing is not operating when the **Premises** are left unattended otherwise all **Damage** arising from or caused by the Defined Perils of fire and explosion will be excluded.

CLAIMS & REMEDY CONDITION

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Certificate**. **Your** claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

It is important that **You**:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- b) **You** have complied with the obligations, terms and conditions contained in the **Certificate** throughout this **period of insurance** otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **Underwriters** shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If **You** submit a valid claim and it transpires that **you** have breached your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered on different terms, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) ¹reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

¹ reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the **Certificate** (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where –

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

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Section 1 – Material Damage – Specified Perils

Cover and Basis of Settlement

Underwriters agree that if during the **Period of Insurance**, an item of **Property Insured** (other than **Stock**) at the **Premises** sustains **Damage** due to a **Defined Peril**, then following an **Insured Event Underwriters** will pay **You**:-

- (i) the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the **Reinstatement Conditions** set out below,
- (ii) Where reinstatement or replacement of the **Property Insured** does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

Underwriters agree that if during the **Period of Insurance**, an item of **Stock** at the **Premises** sustains **Damage** arising from an **Insured Event** under this **Certificate** by any **Defined Peril** they will pay to **You** the cost price less any adjustment for damaged, written down or obsolete **Stock**. However, if, at the time of any **Damage** the **Stock Sum Insured** stated in the **Schedule** is less than the full value of the **Stock** the amount payable by the **Underwriters** will be proportionately reduced.

Reinstatement Conditions

- i) **Underwriters'** liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made:-
 - a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
 - b. until the **Cost of Reinstatement** shall have been actually incurred;
 - c. if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by the **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Alternative Basis of Settlement Condition

Where **Cost of Reinstatement** is not applied **Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** arising from an **Insured Event** under this Section 1 by a **Defined Peril** then **Underwriters** will pay **You**, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in value of the **Property Insured**

or whatever other measurement of settlement that both **You** and **Underwriters** agree upon.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Exclusions Applying to Section 1

The following exclusions apply to this Section:

- a. the amount of the **Excess** stated in the **Schedule**
- b. **Damage** to aircraft, watercraft, vehicles, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, money, documents, data or word-processing media or computer systems records unless otherwise agreed by **Underwriters**
- c. loss by delay, loss of market, consequential loss of any and every description
- d. **Property Insured** which is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Certificate**
- e. **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
 - i) subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage, expansion, settlement or bedding down of any building or foundation unless resulting from **Damage** not otherwise excluded
 - ii) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidization, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded
 - iii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded
 - iv) change in climatic or atmospheric conditions or in water table levels,
 - v) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates
 - vi) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - vii) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
 - viii) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
- f. **Damage** to:
 - i) property or structures in course of construction or erection and materials or supplies in connection with all such property and
 - ii) piers, jetties, bridges, culverts or excavations

Section 1 – Material Damage – Specified Perils (continued)

Limit of Indemnity

Underwriters' liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- (i) If an individual **Sum Insured** is specified on the **Certificate Schedule** for that item, **Underwriters'** liability shall be limited to that **Sum Insured**;
- (ii) In any event, **Underwriters'** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.

But:-

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **Underwriters** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Underwriters'** liability shall be limited to **Removal of Debris**.

Average Clause

Each item insured under this Section is declared to be separately subject to the following;

If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the **Average** clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this **Average** clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to **Average**.

In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Underwriters** shall be proportionately reduced.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss

Section 2 – Material Damage – All Risks

Cover and Basis of Settlement

Underwriters agree that if during the **Period of Insurance**, an item of **Property Insured** (other than **Stock**) at the **Premises** or as otherwise specified in the **Schedule**, sustains **Damage**, then following an **Insured Event** under this Section **Underwriters** will pay to **You**:-

- (i) the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the **Reinstatement Conditions** set out below;
- (ii) Where reinstatement or replacement of the **Property Insured** does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

In respect of **Stock**, **Underwriters** agree that if, during the **Period of Insurance**, an item of **Stock** at the **Premises** sustains **Damage** by an insured event under this **Certificate** they will pay to **You** the cost price less any adjustment for damaged, written down or obsolete **Stock**.

However, if, at the time of any **Damage** the **Stock Sum Insured** stated in the **Schedule** is less than the full value of the **Stock** the amount payable by the **Underwriters** will be proportionately reduced.

Reinstatement Conditions

- (i) **Underwriters**' liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly lost or destroyed.
- (ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made:-
 - (a) unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
 - (b) until the **Cost of Reinstatement** shall have been actually incurred;
 - (c) if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by the **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Alternative Basis of Settlement Condition

Where **Cost of Reinstatement** is not applied **Underwriters** agree that if during the **Period of Insurance** an item of **Property Insured** at the **Premises** sustains **Damage** by an insured event under this Section 2 then **Underwriters** will pay **You** whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in value of the **Property Insured** or whatever other measurement of settlement that both **You** and **Underwriters** agree upon.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Exclusions Applying to Section 2

The following exclusions apply to this Section:

- a. the amount of the **Excess** stated in the **Schedule**
- b. **Damage** to aircraft, watercraft, vehicles, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, money, documents, data or word-processing media or computer systems records unless otherwise agreed by **Underwriters**
- c. **Damage** to:
 - i) property or structures in course of construction or erection and materials or supplies in connection with all such property and
 - ii) piers, jetties, bridges, culverts or excavations
- d. loss by delay, loss of market, consequential loss of any and every description
- e. **Property Insured** which is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Certificate**
- f. **Damage** to any **Property Insured** and/or any Consequential Loss directly or indirectly caused or contributed by:
 - i) subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage, expansion, settlement or bedding down of any building or foundation
 - ii) mechanical and/or electrical derangement and/or breakdown, breakage of valves filaments and the like, burning out or **Damage** directly caused by short circuiting, and/or claims arising from overheating
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - iv) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice, latent defect
 - v) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting
 - vi) faulty manipulation, or loss of magnetism and/or erasure of tapes, or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation
 - vii) breakage of articles of a brittle nature and/or breakage of glass, over winding or internal damage of clocks and/or watches
 - viii) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**
 - ix) its being worked upon, or under any process and directly resulting therefrom
 - x) change in climatic or atmospheric conditions or in water table level
 - xi) frost or change in temperature, colour, flavour, texture or finish

Section 2 – Material Damage – All Risks (continued)

- xii) theft, wind, rain, hail, sleet, snow, flood or dust
Damage to movable property in the open, fences and gates
- xiii) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
- xiv) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
- xv) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
- xvi) theft or attempted theft when any **Property Insured** (subject to cover away from the **Premises** being specifically agreed by **Underwriters**) is left unattended inside any road vehicle unless:-
- i) the vehicle is securely locked and all security devices are set in operation and/or
 - ii) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6am, or
 - iii) if in a saloon car in a boot or under the parcel shelf of any hatchback/estate the **Property Insured** is concealed from view, subject to the **Underwriters** liability not exceeding €3,500 any one **Insured Event**.
 - iv) when the **Property Insured** is in transit by air it is carried as hand luggage
 - v) when the **Property Insured** is in transit by sea it is not left unattended unless kept in a securely locked road vehicle or cabin.

The exclusions i- xvi above will not apply where:

- (i) such **Damage** not otherwise excluded which itself results from a **Defined Peril**
- (ii) subsequent insured **Damage** which itself results from a cause not otherwise excluded

Limit of Indemnity

Underwriters' liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- (i) If an individual **Sum Insured** is specified on the **Certificate Schedule** for that item, **Underwriters'** liability shall be limited to that **Sum Insured**;
- (ii) In any event, **Underwriters'** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.

But:-

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **Underwriters** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition, then **Underwriters'** liability shall be limited to **Removal of Debris**.

Average Clause

Each item insured under this **Section** is declared to be separately subject to the following Condition;
If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the **Average** clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this **Average** clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to **Average**.

In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Underwriters** shall be proportionately reduced.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

Material Damage Definitions & Clauses – Sections 1 and 2 Only

Definitions

Cost of Reinstatement means:

- i) the rebuilding or replacement of property lost or destroyed which provided **Underwriters'** liability is not increased may be carried out:
 - a. in any manner suitable to both **You** and the **Underwriters'** requirements
 - b. on another site agreed by both **You** and the **Underwriters**
- ii) the repair or restoration of property damaged in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**

Removal of Debris means costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Property Insured**
- d) clearing drains sewers and gutters at the **Property Insured**

as a result of **Damage** hereby insured against

The **Underwriters** will not pay for any costs or expenses;

- i) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this Section

European Community and Public Authorities means

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereafter referred to as 'the Stipulations') which governs the construction, alteration and reinstatement of buildings.

Excluding;

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of **Damage** occurring prior to the granting of this **Certificate**
 - ii) in respect of **Damage** not insured by this Section
 - iii) under which notice has been served upon the **You** prior to the happening of the **Damage**
 - iv) for which at the time of **Damage** there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any peril hereby insured against

- b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Architects Surveyors Legal and Consulting Engineers

Fees means:

The reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim.

Clauses

Reinstatement of Sum Insured Clause

In the event of loss, the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the **Underwriters** or by **You** and **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

Services Clause

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any **Building** insured by this section), all belonging to **You** or for which **You** are responsible.

Temporary Removal Clause

The cover under this Section (other than Stock if insured) is extended to include **Property Insured** whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere than at the **Premises** within the **Territorial**

Limits of this Certificate.

Underwriters liability under this clause shall be limited to €65,000 any one insured event

This clause excludes;

- a) property insofar as it is otherwise insured
- b) property temporarily removed to motor vehicles and motor chassis licensed for normal road use
- c) property removed for more than 90 consecutive days unless **Underwriters** agree a longer period in writing.

Additional Metered Water Charges Clause

Underwriters will pay to **You** additional metered water charges incurred by the as a result of **Damage** following an **Insured Event** under this **Certificate** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage** provided that the maximum amount payable under this Clause in any one **Period of Insurance** shall not exceed €6,500.

Capital Additions Clause

Subject to **Damage** arising following an **Insured Event** under this Section **Underwriters** agree to extend cover to include;

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
- b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the United Kingdom provided that;
 - i) at any one situation this cover shall not exceed 10% of the **Sum Insured** by this Section but in no case exceeding €1,300,000
 - ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within 3 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability
 - iii) the provisions of this extension shall be fully maintained until such time **Underwriters** have agreed in writing to either include or decline to offer cover for such items described in ii) above.

Extinguishment and Alarm Resetting Expenses Clause

Underwriters will pay **You** the reasonable costs incurred by **You** in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms as a result of **Damage** following an **Insured Event**.

Unauthorised Use of Utilities Clause

Underwriters will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Property Insured** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and provided further that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** €12,500.

Mortgagees Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted such interest must be advised to the **Underwriters** in the event of **Damage**. In addition, if, without the knowledge of the Mortgagee, there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, cover under this **Certificate** shall not be prejudiced provided that the Mortgagee shall immediately on becoming aware thereof give notice in writing to the **Underwriters** and on demand pay such reasonable additional premium as the **Underwriters** may require.

Subrogation Waiver Clause

In the event of a claim arising under this Section the **Underwriters** agree to waive any rights, remedies or relief to which they might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which **You** are a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
- c) any tenant provided that;
 - i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant and
 - ii) the tenant contributes to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for **Value Added Tax** all terms in this Section shall be exclusive of such tax.

Section 3 – Glass

Underwriters agree that if during the **Period of Insurance** breakage of fixed **Glass** that forms part of the **Buildings** occurs at the **Premises** specified in the **Schedule**, then **Underwriters** will pay to **You** the reasonable cost of replacing such glass including:

- a) The reasonable cost of boarding up rendered necessary by such breakage
- b) The reasonable cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**
- c) The reasonable cost of refitting alarm foil consequent upon the breakage of **Glass**

provided that the liability of **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

Exclusions applying to this section

- a) The amount of the **Excess** specified in the **Schedule**
- b) **Consequential Loss** of any kind or description except as stated herein to the contrary
- c) Any breakage arising directly or indirectly from:
 - i) repairs, **Renovation** or **Building Works** to the **Premises**
 - ii) defects in frames, framework or other fittings

Section 4 – Deterioration of Stock

Following an **Insured Event** **Underwriters** agree to pay **You**, if during the **Period of Insurance** **Your** foodstuffs or foodstuffs held by **You** in trust or on commission or for which **You** are responsible whilst at the **Premises**, that are contained in the refrigerating units are damaged by deterioration, contamination or putrefaction arising from;

- a) rise or fall in temperatures as a result of:
 - i) the breaking, distortion or burning out of any part of the unit (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the unit occurring whilst the unit is being used under normal working conditions
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit
 - iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- b) Accidental leakage of refrigerant or refrigerant fumes from the unit which occurs during the **Period of Insurance**.

Obligations

You must:

- a) in respect of any refrigerating unit(s) which is more than 5 years old, at the commencement and throughout the currency of this insurance:
 - i) have an annual maintenance agreement in place, and

- ii) be in possession of maintenance documents that confirm a satisfactory service by a qualified engineer has been completed in the last twelve months.
- b) in the event of **Damage** obtain a Condemnation Certificate by the relevant authority under current legislation

Otherwise no cover will operate under this Section.

Exclusions applying to this section

The liability of the **Underwriters** under this Section does not cover;

- a) **Damage** resulting from:
 - i) failure of the public supply services which do not exceed 30 consecutive minutes
 - ii) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertakings systems or any scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment
 - iii) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls
- b) The amount of the **Excess** specified in the **Schedule**.

Section 5 – Money and Assault

Sub-Section 1 – Money and Non Negotiable Items

Underwriters agree to indemnify **You** for amounts not exceeding the **Sum Insured** stated against each item(s) in the **Schedule** against;

- a) **Damage** to **Non Negotiable Items** from any cause
- b) **Damage** to **Money** items from any cause whilst:
 - i) in the **Premises** outside **Business Hours** not contained in locked safes or strongrooms
 - ii) in **Your** private residence or the private residence of any authorised partner, director or **Employee**
 - iii) in the **Premises** outside **Business Hours** contained in locked safes or strongrooms described in the **Schedule**
 - iv) on the **Premises** during **Business Hours**
 - v) whilst in transit or bank night safe
 - vi) in a gaming, amusement or vending machine
- c) **Damage** caused by thieves to safes and strongrooms (as described in the **Schedule**), stamp franking machines, approved security cases, bags or waistcoats containing the **Non Negotiable Items** and **Money**

Amount of Money in Transit	Minimum Security
EUR 3,500 – EUR 6,500	2 able bodied and responsible Insured Persons
EUR 6,501 – EUR 10,000	3 able bodied and responsible Insured Persons
EUR 10,001 – EUR 13,000	4 able bodied and responsible Insured Persons

where the amount of **Money** in transit exceeds €13,000 a professional **Security Company** must be employed to carry out the transit otherwise no cover will operate under this Section

Provided that at all times **Underwriters** liability does not exceed the **Sum Insured** stated in the **Schedule**.

Obligations

- a) No cover will operate under Sub Section 1 a) & b) unless:
 - i) **You** keep any till or cash register on the **Premises** open and unlocked outside of **Business Hours**
 - ii) **You** keep a daily record of all **Money** in transit and on the **Premises** and that such record shall be deposited in a safe place other than in the safes or place containing the **Money**
 - iii) outside of **Business Hours** the safes and strongrooms locked and the keys of the safes and strongrooms removed from the **Premises**.
- b) Where the amount of **Money** exceeds €3,500 in transit **You** ensure that the number of **Insured Persons** accompanying the transit meet with the minimum security stated below:

Exclusions applying to this Section

The liability of the **Underwriters** under Sub-Section 1 excludes;

- a) Shortages due to clerical or accounting errors
- b) **Damage** due to the fraud or dishonesty of any person employed by **You**:-
 - i) not discovered within 7 working days of its occurrence
 - ii) more specifically insured by any other insurance or insurances except in respect of any loss beyond the amount payable under such other insurance or insurances
- c) **Damage** to **Money** and or **Non Negotiable** Items from:-
 - i) vending or gaming machines unless specifically stated in the **Schedule**
 - ii) unattended vehicles
 - iii) any unattended room in the **Premises** during **Business Hours** for an amount exceeding €625 unless in a locked desk or cupboard, strong box or safe with keys removed from the room
- d) **Damage** arising elsewhere than in the **Territorial Limits**
- e) **Damage** to **Money** and or **Non Negotiable** Items from theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
- f) **Damage** to **Money** in transit that is left unaccompanied
- g) The amount of any applicable **Excess** specified in the **Schedule**.

Section 5 – Money and Assault (continued)

Sub-Section 2 – Assault

In the event of **Injury** to an **Insured Person** as a direct result of assault, robbery or hold up or any attempt thereat at the **Premises** or whilst carrying **Money** belonging to the **Business** and insured under this **Certificate**, then the **Underwriters** will pay the **Compensation** specified in the **Schedule** in respect of the following;

- a) **Death**
- b) **Loss of Sight**
- c) **Loss of Limb(s)**
- d) **Permanent Total Disablement**
- e) **Medical Expenses**
- f) **Temporary Total Disablement.**

The **Compensation** payable in respect of **Temporary Total Disablement** shall not exceed the **Insured Person's** weekly remuneration from **You**.

Clauses applying to this Section:

- 1) In the event of any **Injury**, the **Insured Person** must place themselves under the care of a fully qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable
- 2) **You** shall notify the **Underwriters** within 7 days of the incident giving rise to the claim providing all necessary details and obtain at **Your** own expense any medical report(s) as may be required by the **Underwriters**
- 3) The **Insured Person** shall at the **Underwriters** request

- submit themselves to medical examination at the **Underwriters'** expense as often as they deem necessary
- 4) No **Compensation** shall be payable until the period of Disablement has been determined and (where Temporary) ceased
 - 5) Notwithstanding anything to the contrary in 4) above, **Underwriters** may at their discretion pay any **Compensation** due at intervals in arrears
 - 6) **Compensation** will only be paid by **Underwriters** on production of a medical certificate or other such written evidence from a qualified medical practitioner.

Exclusions applying to this Section:

The liability of the **Underwriters** under Sub-Section 2 excludes:

- i) more than one item of a) to d) above in connection with the same incident, except that if any personal **Injury** is payable under item d) it shall be deducted from any amount subsequently paid under items a) b) or c)
- ii) **Death Injury Permanent Total Disablement or Temporary Total Disablement** caused or contributed to or arising from any pre-existing defect infirmity illness or disease

Section 6 – Goods in Transit

For the purposes of this Section only, "Property Insured" shall be defined as goods whether contained in one or a number of parcels, packages or containers or in bulk sent at one time in one load from one address to another, such goods being **You** property or for which **You** are legally responsible.

Following an **Insured Event** the **Underwriters** will by payment or at their option by reinstatement, replacement or repair indemnify **You** against **Damage** from any cause not specifically excluded which occurs during the **Period of Insurance** to the **Property Insured** whilst;

- a) conveyed by or in the charge of a carrier for the purposes of transportation including loading and unloading
- b) conveyed by or temporarily housed upon a vehicle or trailer owned or operated by **You** including loading and unloading
- c) conveyed by any vehicle or trailer (whether belonging to **You** or otherwise) to which goods or merchandise are transferred in order to complete a journey following breakdown of or accident to the original carrying vehicle including loading and unloading
- d) conveyed by postal service or an equivalent service

Provided that:

- i) the liability of the **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule**.
- ii) the liability of **Underwriters** does not extend beyond the territorial limits stated in the **Schedule**

The **Underwriters** will also pay;

- 1) Additional costs necessarily incurred in:-
 - i) transferring the **Property Insured** to another conveyance and/or delivering / returning such property to its original destination / place of dispatch if any vehicle is disabled as a result of an accident
 - ii) re-loading on to any vehicle any of the **Property Insured** fallen from such vehicle
 - iii) removing debris consequent upon **Damage** to any of the **Property Insured** up to an amount not exceeding €1,300 for any one event, such amount being included within the **Sum Insured** stated in the **Schedule**.
- 2) For **Damage** which occurs to:-
 - i) Sheets, tarpaulins, ropes, toggles, chocks, chains, skips and trolleys whilst carried in the course of transit by any vehicle up to an amount not exceeding €1,300 any one loss but excluding the first €75 of each and every loss
 - ii) personal property belonging to an **Insured Person** whilst carried in any vehicle conveying **Property Insured** up to an amount not exceeding €200 any one person but excluding the first €35 of each and every losssuch amounts being included within the **Limit of Liability** and not in addition thereto.

Clauses applying to this Section:

You must take all reasonable precautions to prevent **Damage** by:-

- a) maintaining vehicles in an efficient and roadworthy condition and ensuring that they are suitable for the purpose for which they are to be used
- b) exercising reasonable care in the selection of **Employees** obtaining references and in providing instruction to and supervision of **Employees** packaging and labelling and addressing the **Property Insured**
- c) complying with regulations imposed by any lawful authority

otherwise **Underwriters** may refuse to pay all or part of **Your** claim.

Exclusions to this Section

This Section excludes:

- a) **Damage** resulting from theft or attempted theft from any unattended vehicle or trailer unless:-
 - i) all doors, windows and other points of access have been closed and locked and any security devices are correctly set to operate and all keys to doors, ignition or other services removed, and
 - ii) after the last business transit of the day until collected by the driver for the next business transit, the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.
- b) **Damage** to:-
 - i) coins, bank notes, treasury notes, stamps and cheques, securities, bills of exchange, promissory notes
 - ii) deeds, bonds, documents, manuscripts, business books, computer system records
 - iii) patterns, models, moulds, plans or designs
 - iv) furs, jewellery, precious stones, precious metals or bullion
 - v) livestock
 - vi) explosives or goods of a dangerous or hazardous nature
 - vii) property dispatched on FOB terms
 - viii) property conveyed in a refrigerated, frozen, chilled or insulated condition as a result of deterioration due to any variation in temperature unless as a result of an accident to the vehicle or trailer unless otherwise stated in the **Schedule** to this Section.
- c) **Damage** due to:-
 - i) wear and tear, gradual deterioration, contamination, depreciation, inherent vice or nature of the **Property Insured**

Section 6 – Goods in Transit (continued)

- ii) normal atmospheric conditions where the **Property Insured** is on an open vehicle or trailer unless such property shall have been adequately and properly protected
- iii) mechanical / electrical breakdown, failure or derangement unless exterior damage first occurred to the **Property Insured**
- iv) delay, loss of market inventory, shortages, mysterious or unexplained disappearances or any **Consequential Loss** of any kind
- v) packing which was inadequate to withstand normal handling during transit
- vi) theft or attempted theft of goods from open backed, soft sided or soft topped vehicles or trailers
- vii) the dishonesty of any person to whom goods have been entrusted
- d) The amount of the **Excess** specified in the **Schedule**

Section 7 – Loss of Licence

In the event of a **Licence** granted in respect of the **Premises** for the sale by retail of excisable liquors (the **Licence**) becoming suspended or forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the **Period of Insurance** such suspension forfeiture or refused renewal being occasioned by reasons beyond **Your** control the **Underwriters** will pay or make good to **You** all loss that **You** shall sustain in respect of:

- a) the depreciation in value of **Your** interest in the **Premises** and loss of **Gross Revenue** by the suspension, forfeiture of or refusal to renew the **Licence** up to an amount not exceeding the **Sum Insured** stated in the **Schedule**
- b) in addition, the costs and expenses incurred by **You** with the written consent of the **Underwriters** in connection with any appeal against the suspension, forfeiture of or refusal to renew the **Licence**.

For the purposes of this Section only the definition of **You** is deemed to include the **Licence** holder.

Clauses applying to this Section:

- a) In the event of the death, bankruptcy, incapacity, desertion of the premises or conviction (for any offence where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant manager, occupier or **Licence** holder, **You** shall where practicable and at the request of the **Underwriters** procure a suitable person to replace him and one to whom the Justices will transfer the **Licence** or grant the **Licence** by way of renewal b) **You** shall immediately give notice in writing to the **Underwriters** and supply such additional information and give such assistance as the **Underwriters** may reasonably require as otherwise **Underwriters** may refuse to pay **Your** claim on becoming aware of any;
 - i) complaint against the **Premises** or the control thereof

- ii) proceedings against or conviction of the **Licence** holder, manager, tenant or occupier of the **Premises** for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
- iii) transfer or proposed transfer of the **Licence**
- iv) alteration in the purpose for which the **Premises** are used
- v) objection to renewal or other circumstances which may endanger the **Licence** or renewal thereof
- c) if the suspension of, forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission by **You** or by any omission by **You** to take any step necessary for keeping the **Licence** in force, no claim shall arise under this Insurance unless **You** or any other claimant hereunder shall prove to the reasonable satisfaction of the **Underwriters** that such matter was beyond his or their power or control
- d) **You** will not use any reference to the **Underwriters** hereon to promote his/her business.

Exclusions applying to this Section

- a) The liability of the **Underwriters** under this Section does not cover the refused renewal suspension or forfeiture of the **Licence** arising directly or indirectly from any scheme of town or country planning improvement or redevelopment compulsory purchase or from any alteration of the law affecting the grant surrender, refusal to renew, suspension or forfeiture of licenses.
- b) if **You** shall be entitled to obtain the payment of compensation under the provisions of any statute or statutory instrument or regulation in respect of the suspension of forfeiture of or refusal to renew the **Licence** no claim shall arise under this Section
- c) If the suspension of forfeiture of or refusal to renew the **Licence** be occasioned wholly or partly by a criminal act of the owner, manager or **Employee**, no claim shall arise under this Insurance

Section 8 – Computer

Definitions

The following definitions apply for the purposes of this Section only

Accident

Shall mean;

- a) **Damage** insured under Sub-Sections 1 or 2 of this Section
- b) **Damage** recoverable under guarantee or under a maintenance, rental, hire or lease agreement on the **Computer Equipment** or **Portable Equipment**
- c) the accidental failure or fluctuation of the public supply of electricity at the terminal point of the supply undertaking's feed to the **Premises** from any cause not specifically excluded
- d) the accidental failure of any telecommunications system used in connection with the computer operations
- e) the accidental failure of the internal distribution wiring within the **Premises** for supply of electricity from mains to the **Computer Equipment** or **Portable Equipment** from any cause not specifically excluded.

Ancillary Equipment

Being all equipment solely for use with the **Computer Equipment** comprising air conditioning and cooling equipment, generating equipment, voltage regulating equipment, satellite and telecommunication links, computerised telephone exchanges, electronic access equipment and temperature and humidity recording equipment.

Computer Equipment

Being all equipment (including fixed disks and interconnected wiring) used for processing of data together with display screens, printers and **Data Carrying Materials** but excluding;

- a) **Portable Equipment** away from the **Premises**
- b) equipment held as stock or customers' equipment held in trust

- c) Facsimile and photocopying machines, digital cameras and similar machinery not associated with the processing of electronic data
- d) Any equipment controlling or monitoring any manufacturing process.

Data Carrying Materials

Being all current back-up disks, tapes or other materials but excluding fixed disks and paper records of any description.

Indemnity Period

The period beginning with the occurrence of the **Accident** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Accident** provided that no liability shall attach in respect of;

- a) any loss where the period of interruption does not exceed 24 consecutive hours
- b) accidental failure of the public supply of electricity where the duration of such accidental failure does not exceed 30 consecutive minutes
- c) any period exceeding the length of time during which the **Business** would have been affected as a consequence of the **Accident** had no other loss or damage to the **Premises** in which the **Computer Equipment** or **Portable Equipment** is situated or the contents thereof occurred.

Maintenance Agreement

Shall mean a contract providing on-call remedial and/or corrective maintenance with all parts and labour at an inclusive cost.

Portable Equipment

Being lap top computers, tablets and the like designed to be carried by hand used for viewing and processing data but excluding any such **Computer Equipment** used solely at the **Premises**.

Section 8 – Computer (continued)

Sub-Section 1 – Damage to Computer Equipment

Following an **Insured Event** under this Section if **Damage** occurs to **Computer Equipment** and/or **Data Carrying Materials** whilst at any **Premises** the **Underwriters** will in accordance with the provisions of this Section pay to **You** the amount of loss or at its option reinstate or replace such **Computer Equipment** and/or **Data Carrying Materials**

provided that the **Underwriters** liability in any one **Period of Insurance** shall not exceed in respect of any items its **Sum Insured** or any stated **Limit of Indemnity** and in the whole the total **Sum Insured** all as stated in the **Schedule**. In the event of the **Computer Equipment** being **Damaged** the basis upon which the amount payable is to be calculated shall be;

- a) where the **Computer Equipment** is **Damaged** to the extent that it cannot be economically repaired its replacement by similar **Computer Equipment** of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace **Computer Equipment** of similar capacity replacement will be by **Computer Equipment** of the next higher capacity
 - b) where the **Computer Equipment** is damaged the repair of the **Damage** and the restoration of the **Damaged** portion of the **Computer Equipment** to a condition substantially the same as but not better or more extensive than its condition when new
- provided that;
- i) the work of reinstatement is commenced and carried out with reasonable dispatch
 - ii) where the **Computer Equipment** is **Damaged** in part only the **Underwriters** liability shall not exceed the sum representing the cost which would have been paid if the **Computer Equipment** had not been wholly destroyed
 - iii) no payment shall be made until reinstatement costs have actually been incurred
 - iv) where for any reason a payment cannot be made in accordance with a) and b) above the liability of

the **Underwriters** will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **Certificate**.

Other Insurances

- i) if at the time of any **Damage** there is any other insurance effected by or on behalf of **You** covering any of the property **Damaged** the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such **Damage**

Extensions to this Section

Accidental Discharge of Gas Systems Extension

Costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the **Computer Equipment** arising out of the accidental discharge of such systems provided that the **Underwriters** liability shall not exceed €12,500 any one occurrence.

Additional Computer Equipment Extension

Additional **Computer Equipment** acquired during the **Period of Insurance** up to a maximum of €125,000 or 20% of the **Sum Insured** as specified under Sub-Section 1 of this Section whichever is the lower subject to **You** notifying the **Underwriters** as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of **Your** responsibility.

Anti-Theft Devices Extension

Costs necessarily and reasonably incurred to repair or replace any anti-theft devices fitted to the **Computer Equipment** solely for the purpose of security consequent upon **Damage** provided that the **Underwriters** liability shall not exceed €12,500 any one occurrence.

Debris Removal Extension

Costs necessarily and reasonably incurred in the removal of **Computer Equipment** consequent upon **Damage** provided that the **Underwriters** liability shall not exceed €12,500 any one occurrence.

Incompatibility of Software/Programs Extension

Where **Damage** to the Equipment results in undamaged software/programs which are incompatible with the replacement **Computer Equipment** the **Underwriters** will at their option pay for either;

- a) necessary modifications to the replacement **Computer Equipment**
- b) the conversion of the undamaged software/programs into a format compatible with the replacement **Computer Equipment**

and the cost of replacing incompatible **Data Carrying Materials** where necessary provided that the **Underwriters** liability shall not exceed €12,500 or the **Sum Insured**

SPECIMEN

Section 8 – Computer (continued)

Sub-Section 1 – Damage to Computer Equipment (continued)

Loss Prevention Measures Extension

Where approved by **Underwriters** under this Section any reasonable costs incurred by **You** to avoid or mitigate **Damage** which would otherwise be inevitable subject to the **Underwriters** liability not exceeding €12,500 any one occurrence provided that;

- a) the impending **Damage** does not stem from any reasonable, foreseeable or gradually developing cause and the **Underwriters** are satisfied that **Damage** has been avoided or mitigated as a result of the measures taken
- b) the **Certificate** terms, exceptions and conditions shall apply as if **Damage** had occurred.

Repair Investigation Costs Extension

Where approved by **Underwriters** costs including consulting engineers' fees necessarily and reasonably incurred in the reinstatement of the **Computer Equipment** consequent upon **Damage** but not for preparing any claim provided that the **Underwriters** liability shall not exceed €12,500 any one occurrence.

Software/Programs Extension

The cost of reinstating software/programs in consequence of erasure, distortion or corruption occurring during the **Period of Insurance** and resulting directly from an identifiable cause.

Temporary Repairs and Expediting Costs Extension

In the event of **Damage** to the **Computer Equipment** additional expenses necessarily and reasonably incurred in making temporary repairs and/or expediting repairs provided that the **Underwriters** liability shall not exceed €12,500 any one occurrence.

Sub-Section 2 – Damage to Portable Equipment

Following an **Insured Event** under this Section if **Damage** occurs to **Portable Equipment** within the territorial limits stated in the **Schedule** the **Underwriters** will in accordance with the provisions of this Section pay to **You** the amount of loss or at their option reinstate or replace such **Portable Equipment** provided that the **Underwriters** liability in any one **Period of Insurance** shall not exceed in respect of any items its **Sum Insured** or any stated **Limit of Indemnity** and in the whole the total **Sum Insured** all as stated in the **Schedule**.

In the event of the **Portable Equipment** being **Damaged** the basis upon which the amount payable is to be calculated shall be;

- a) where the **Portable Equipment** is **Damaged** to the extent that it cannot be economically repaired its replacement by similar **Portable Equipment** of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace **Portable Equipment** of similar capacity replacement will be by **Portable Equipment** of the next higher capacity
- b) where the **Portable Equipment** is damaged the repair of the **Damage** and the restoration of the **Damaged** portion of the **Portable Equipment** to a condition substantially the same as but not better or more extensive than its condition when new provided that;
 - i) the work of reinstatement is commenced and carried out with reasonable dispatch where the **Portable Equipment** is **Damaged** in part only the **Underwriters** liability shall not exceed the sum representing the cost which would have been paid if the **Portable Equipment** had not been wholly destroyed
 - ii) no payment shall be made until reinstatement costs have actually been incurred
 - iii) where for any reason a payment cannot be made in accordance with a) and b) above the liability of the **Underwriters** will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **Certificate**.

Section 8 – Computer (continued)

Exclusions applying to sub sections 1 & 2

These sub sections do not cover:

- a) the amount of the **Excess** specified in the **Schedule**
- b) loss of use of the **Computer Equipment** or other **Consequential Loss** or liability of any nature whatsoever
- c) **Damage** recoverable under any guarantee or maintenance rental hire or lease agreement
- d) The cost of reinstating data whether recorded on disks tapes or otherwise
- e) **Damage to Computer Equipment** arising from its own breakdown or derangement
- f) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
- g) when any **Property Insured** is left unattended inside any road vehicle unless:-
 - i) the vehicle is securely locked and all security devices are set in operation, and or
 - ii) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6 am, or
 - iii) if in a saloon car **Property Insured** is in a boot or under the parcel shelf of any hatchback/estate and is concealed from view subject to the **Underwriters** liability not exceeding €3,500 any one **Insured Event**.
 - iv) when the **Property Insured** is in transit by air it is carried as hand luggage
 - v) when the **Property Insured** is in transit by sea it is not left unattended unless kept in a securely locked road vehicle or cabin.
- h) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
- i) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
- j) property insured more specifically by or on behalf of You or more specifically covered under another Section of this **Certificate**
- k) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidization, rot, mould or mildew, inherent vice, latent defect
- l) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting
- m) whilst being worked upon, or under any process, and directly resulting there from
- n) change in climatic or atmospheric conditions or in water table level
- o) frost or change in temperature, colour, flavour, texture or finish

Section 8 – Computer (continued)

Sub-Section 3 – Increased Cost of Working

This Sub-Section is applicable only where specifically included in the Schedule

The **Underwriters** will indemnify **You** against interruption or interference to the computer operations of the **Business** in consequence of the **Accident**.

The insurance is limited to increase in cost of working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the **Business** during the **Indemnity Period** stated in the **Schedule** in consequence of the **Accident** less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** as may cease or be reduced in consequence of the **Accident**.

Cover extends to include;

- a) Professional Accountants Charges
- b) Additional Rental Charge
- c) **Reinstatement of Data**

To the extent that **You** are, or should be, accountable to the Tax Authorities for Value Added Tax all terms in this Sub-Section shall be exclusive of such Tax.

The amount payable under this Sub-Section in any one **Period of Insurance** shall not exceed the **Sum Insured** stated in the **Schedule** and shall not exceed €30,000 following interruption or interference to the computer operations of the **Business** following breakdown or derangement of any item of the **Computer Equipment** or **Portable Equipment**.

Exclusions to Sub Section 3

This Sub-Section excludes;

- a) interruption or interference to the computer operations of the **Business** due to:-
 - i) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
 - ii) a scheme of rationing not necessitated solely by accidental **Damage** to the public supply undertaking's generating or supply equipment
 - iii) intentional overloading or experiments involving the imposition of abnormal conditions
- b) interruption of or interference to the computer operations of the **Business** due to:-
 - i) the deliberate act of the telecommunication service exercising their right to withhold or restrict operation of the system
 - ii) the inability of telecommunication services to maintain services due to industrial action by its employees
 - iii) the use of machinery and equipment not approved by the telecommunication service or not compatible with their system
 - iv) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
 - v) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- c) the cost of reinstating data and/or programs whether recorded on disks tapes or otherwise.

Section 8 – Computer (continued)

Sub-Section 4 – Reinstatement of Data

This Sub-Section is applicable only where specifically included in the **Schedule**

Following an **Insured Event** under this section the **Underwriters** will indemnify **You** in respect of the necessarily and reasonably incurred cost of reinstating data contained in the Data Carrying Materials and/or fixed disks in consequence of accidental or malicious erasure, loss, destruction, distortion or corruption discovered during the **Period of Insurance** and resulting directly from an identifiable cause not otherwise excluded.

The total amount payable under this Sub-Section in any one **Period of Insurance** shall not exceed the **Sum Insured** stated on the **Schedule**.

Clauses applying to Sub Section 4

Incompatibility of Data Clause

Where **Damage** to the **Computer Equipment** or **Portable Equipment** results in undamaged data which is incompatible with the replacement **Computer Equipment** or **Portable Equipment** the **Underwriters** will pay for the conversion of the undamaged data in to a format which is compatible with the replacement **Computer Equipment/Portable Equipment/ Data Carrying Materials**.

Provided that the **Underwriters** liability shall not exceed €12,500.

The liability of the **Underwriters** under this Sub-Section does not cover;

- a) the amount of the Excess as specified in the Schedule
- b) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
- c) a scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment
- d) the cost of reinstating data or programs on equipment used for teaching purposes in educational establishments.

Section 8 – Computer (continued)

Clauses applying to Sub Sections 1-4

Additional Rental Charge Clause

If as a direct result of the **Accident** the lease/hire contract in force at the time of the **Accident** in respect of the **Computer Equipment** or **Portable Equipment** is cancelled and has to be replaced by a new lease/hire contract in respect of similar **Computer Equipment** or **Portable Equipment** to that lost or **Damaged** at a rental charge rate above that payable under the cancelled contract then the indemnity provided by Sub Section 3 extends to include the additional rental charges to be paid during the 2 years' period commencing from the time the **Business** is no longer affected by the **Accident** (other than by such additional rental charge) provided that the total liability of the **Underwriters** under this extension shall not exceed €12,500, which amount is included within the **Sum Insured**.

Professional Accountants Charges Clause

Reasonable charges payable by **You** to **Your** professional accountants for producing such particulars proofs information or evidence required by Claims – **Your** Duties of the **Certificate** are included within the **Sum Insured**.

Protections Clause

You must take all reasonable precautions;

- a) to keep the **Computer Equipment** or **Portable Equipment** in a proper state of maintenance and repair
- b) to prevent **Damage** or loss of data and/or programs in storing data and/or software/programs and maintaining adequate back-up copies of data and/or programs on the following basis:-
 - i) the original disks or media shall be backed up and stored in a fire resistant data safe or removed to another secure location away from the **Premises**
 - ii) in the event of a software manufacturer ceasing to trade and/or support for the software application being withdrawn then the software application will be considered obsolete and the **Underwriters** liability shall be restricted to no more than the last list price of the item subject to the **Sum Insured** as stated on the **Schedule**
 - iii) the data produced by the software/programs shall be backed up no less frequently than once every 7 days or any other period agreed by **Underwriters**. The integrity of the data backup should be verified using operating system routines or verification routines produced by the software supplier
 - iv) one copy of the backup shall be retained in a fire resistant data safe or be maintained in a different secure location away from the premises
 - v) notify the **Underwriters** of changes which may materially alter or affect the risk.
otherwise **Underwriters** may not pay all or part of **Your** claim

Temporary Removal / Transit Extension

This Section is extended to include:

Damage to Computer Equipment, Ancillary Equipment and Portable Equipment used solely at the **Premises** whilst temporarily removed for maintenance or repair to other premises in the **Territorial Limits** or in transit thereto or there from subject to the **Sum Insured** as specified under Sub- Sections 1 and 2 of this Section.

Damage to Data Carrying Materials anywhere in the World.

Damage to Portable Equipment whilst removed to other premises anywhere in the European Union and in transit thereto and there from.

You must ensure that;

- i) the vehicle is **securely** locked and all security devices are set in operation, and or
- ii) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9pm and 6am, or
- iii) if in a saloon car in a boot or under the parcel shelf of any hatchback/estate the **Property Insured** is concealed from view subject to the **Underwriters** liability not exceeding €3,500 any one **Insured Event**.
- iv) when the **Property Insured** is in transit by air it is carried as hand luggage
- v) when the **Property Insured** is in transit by sea it is not left unattended unless kept in a securely locked road vehicle or cabin.

otherwise any claim for **Damage** arising from theft or attempted theft will not be paid.

Trend of Business Clause

Adjustment for trend of the **Business** shall be made so that the figures represent the true results which but for the **Accident** would have been obtained during the relative period thereafter.

Business Interruption Sections 9 & 10 (continued)

Applicable to all items other than any item on **Accounts Receivable**;

Following an **Insured Event** under this **Certificate Underwriters** agree that if any **Property Insured** suffers **Damage** by a **Defined Peril** and in consequence the **Business** be interrupted or interfered with then **Underwriters** will pay to **You** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference provided that:

- a) the liability of **Underwriters** under this **Section** shall not exceed:
 - i) in whole the total **Sum Insured** or in respect of any item its **Sum Insured** at the time of the **Damage**
 - ii) the **Sum Insured** remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **Underwriters** shall have agreed to reinstate any such **Sum Insured**

For the purposes of this **Section Insured Event** is deemed to include an event which would have qualified as an **Insured Event** but for the application of any **Excess**.

Applicable to any item on **Accounts Receivable**;
Following an **Insured Event** under Section 1 of this **Certificate**

Underwriters agree that if any of **Your** books of account or other business books or records at the **Premises** be **Damaged** by a **Defined Peril** as to render it impossible for **You** to obtain from **Customers** all the sums due to them and outstanding at the date of the **Damage** then **Underwriters** will pay to **You** the amount they may be entitled to recover under the provisions of this **Section** provided the liability of **Underwriters** under this **Section** shall not exceed:

- a) in the whole the total **Sum Insured** or in respect of any item its **Sum Insured** at the time of the **Damage**
- b) the **Sum Insured** remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **Underwriters** shall have agreed to reinstate any such **Sum Insured**

Section 10 – Business Interruption – All Risks

Applicable to all items other than any item on **Accounts Receivable**;

Following an **Insured Event** under this **Certificate Underwriters** agree that if any **Property Insured** suffers **Damage** and in consequence the **Business** be interrupted or interfered with then **Underwriters** will pay to **You** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference provided that:-

- a) at the time of the happening of the **Damage** there shall be in force an insurance covering the interest of **You** in the **Property Insured** against such **Damage** and that:
 - i) payments shall have been made or liability admitted therefor or
 - ii) payment would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of **Underwriters** under this **Section** shall not exceed:
 - i) in whole the total **Sum Insured** or in respect of any item its **Sum Insured** at the time of the **Damage**
 - ii) the **Sum Insured** remaining after deduction for any other

interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **Underwriters** shall have agreed to reinstate any such **Sum Insured**

Applicable to any item on **Accounts Receivable**;
Following an **Insured Event** under Section 2 of this **Certificate Underwriters** agree that if any of **Your** books of account or other business books or records at the **Premises** be **Damaged** as to render it impossible for **You** to obtain from **Customers** all the sums due to them and outstanding at the date of the **Damage** then **Underwriters** will pay to **You** the amount they may be entitled to recover under the provisions of this **Section** provided the liability of **Underwriters** under this **Section** shall not exceed:

- a) in the whole the total **Sum Insured** or in respect of any item its **Sum Insured** at the time of the **Damage**
- b) the **Sum Insured** remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **Underwriters** shall have agreed to reinstate any such **Sum Insured**

Section 9 – Business Interruption – Specified Perils

Business Interruption Clauses

(The following clauses apply in respect of Sections 9 & 10)

Alternative Trading Clause

If during the **Indemnity Period** goods shall be sold accommodation provided or services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or others on **Your** behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the **Turnover Gross Revenue** or **Gross Rentals** during the **Indemnity Period**.

Automatic Reinstatement of Sum Insured Clause

In the event of loss the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by **Underwriters** or by **You**. **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

Fines, Damages and Liabilities Clause

The **Underwriters** shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by **You**.

Infectious Diseases Clause

This Section is extended to include loss as directly resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of;

- a) **Notifiable Disease** manifested by any person whilst at the **Premises**
- b) an outbreak of a **Notifiable Disease** within 25 miles of the **Premises**
- c) murder or suicide occurring at the **Premises**
- d) injury or illness sustained by any guest arising from, or traceable to, foreign or injurious matter in food or drink provided on the **Premises**
- e) the closing of the whole or part of the **Premises** by the order or on the advice of a competent Public Authority as a result of: -
 - i) defects in the drains or other sanitary arrangements in the **Premises**
 - ii) the **Premises** becoming infested with vermin or Pests

For the purpose of this clause, **Indemnity Period** means the period during which the results of the **Business** shall be affected in consequence of the **Damage** beginning: -

- 1) in respect of a), b), c) and d) above, with the occurrence or discovery of the incident
- 2) in the case of e) above, with the date from which the restrictions on the **Premises** are applied

and ending not later than 3 months thereafter

The maximum amount payable shall not exceed in respect of any one loss 10% of the **Sum Insured** or GBP 25,000 whichever is the lesser amount.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

Payments on Account Clause

Payments on account may be made to **You** monthly during the **Indemnity Period** if desired.

Business Interruption Sections 9 & 10 (continued)

(The following clauses apply in respect of Sections 9 & 10)

New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the **Premises** the terms **Rate of Gross Profit**, **Annual Turnover**, **Standard Turnover**, **Annual Gross Revenue**, **Standard Gross Revenue**, **Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as stated in the General Definitions;

Rate of Gross Profit

The **Rate of Gross Profit** earned on the **Turnover** during the period between the date of the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Turnover

The proportional equivalent for a period of 12 months of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Turnover

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Gross Revenue

The proportional equivalent for a period of 12 months of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Gross Revenue

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Gross Rentals

The proportional equivalent for a period of 12 months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Gross Rentals

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Business Interruption Sections 9 & 10 (continued)

Business Interruption Clauses (continued)

The following clauses apply in respect of Sections 9 & 10

Premium Adjustment Clause

- a) The premium paid hereon may be adjusted on receipt by **Underwriters** of a declaration of **Gross Profit, Gross Revenue** or **Gross Rentals** earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by **Your** auditors.
- If any incident shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue** or **Gross Rentals** the above mentioned declaration shall be increased by **Underwriters** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue** or **Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**. If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months) is less than the **Sum Insured** on **Gross Profit, Gross Revenue** or **Gross Rentals** for the relative period of insurance the **Underwriters** will allow a pro rata return of premium not exceeding 50% of the premium paid.
- Accountants may be substituted for Auditors in respect of companies exempt from credit requirements
- b) **You** must where **Accounts Receivable** are insured by this Section, within 30 days of the end of each month deposit with **Underwriters** a signed statement showing the total amount of the balance in **Your** accounts debited to **Customers** and remaining unpaid as at the end of the said month
- In the event of the average amount of the said signed statements during any annual **Period of Insurance** being less than the **Sum Insured** by the item on **Accounts Receivable** a pro rata return of premium not exceeding 50% of the premium paid on such **Sum Insured** for such **Period of Insurance** will be made in respect of the difference.

Prevention of Access Clause

This Section is extended to include prevention of access to the **Premises** resulting in interruption of or interference with the **Business** in consequence of **Damage** to property in the vicinity of the **Premises** provided such **Damage**, had it occurred at the **Premises**, would have been classed as an **Insured Event** (but excluding **Damage** to property of any supply undertaking from which **You** obtain electricity, gas or water or telecommunications services which prevents or hinders the supply of such services).

Professional Accountants Clause

Any particulars or details contained in **Your** books of account or other business books or documents which may be required by **Underwriters** under part (c) of **Claims –Your Duties** for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You**. Their report shall be prima facie evidence of the particulars and details to which such report relates.

Underwriters will pay the reasonable charges made by **Your** professional accountants for producing such particulars, provided the total liability of **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule**.

Specified Suppliers

This Section is extended to include **Damage** to the premises of those suppliers which are detailed in the **Schedule** provided such **Damage**, had it occurred at the **Premises**, would have been classed as an **Insured Event**.

Subject to the **Sum Insured** applying to this extension as stated in the **Schedule**.

Specified Customers

This Section is extended to include **Damage** to the premises of those customers which are detailed in the **Schedule** provided such **Damage**, had it occurred at the **Premises**, would have been classed as an **Insured Event**

Subject to the **Sum Insured** applying to this extension as stated in the **Schedule**.

Uninsured Working Expenses Clause

If any working expenses of the **Business** are not insured by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the Uninsured Working Expenses.

Unspecified Customers Clause

This Section (if shown as operative in the **Schedule**) is extended to include **Damage** to the premises of **Your** customers provided such **Damage**, had it occurred at the **Premises**, would have been classed as an **Insured Event**.

Provided that the maximum amount payable shall not exceed in respect of any one loss 10% of the **Sum Insured** or EUR 30,000 whichever is the lesser amount.

Business Interruption Sections 9 & 10 (continued)

Unspecified Suppliers Extension

This Section (if shown as operative in the **Schedule**) is extended to include the premises of **Your** suppliers, manufacturers or processors of components, goods or materials provided such **Damage**, had it occurred at the **Premises**, would have been classed as an **Insured Event** (but excluding the premises of any supply undertaking from which **You** obtain electricity, gas or water or telecommunication services).

Provided that the **Underwriters** liability shall not exceed in respect of any one loss 10% of the **Sum Insured** or EUR 30,000 whichever is the lesser amount

Special Clauses (Operative where specified in the Schedule)

BI1 – Gross Profit/Estimated Gross Profit Basis of Loss Settlement

The insurance under this item is limited to loss of **Gross Profit** due to;

- i) reduction in **Turnover** and
- ii) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

i) the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall fall short of the **Standard Turnover** in consequence of the **Damage**

ii) the additional expenditure (subject to the provisions of the **Uninsured Working Expenses Clause**) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges or expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage** provided that if the **Sum Insured** by the item on **Gross Profit** be less than the sum produced by applying the **Rate of Gross Profit** to the annual **Turnover** (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

BI2 – Gross Revenue/Estimated Gross Revenue Basis of Loss Settlement

The insurance under this item is limited to;

- i) loss of **Gross Revenue** and
- ii) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

- i) the amount by which **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Damage**
- ii) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges or expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage** provided that if the **Sum Insured** by the item on **Gross Revenue** be less than the **Annual Gross Revenue** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

BI3 – Additional Increased Cost of Working Basis of Loss Settlement

The insurance under this item is limited to such further additional expenditure beyond that recoverable under paragraph (b) of any of the above items insured hereby as **You** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of avoiding or diminishing a reduction in **Turnover** or **Gross Revenue**.

BI4 – Increase in Cost of Working Basis of Loss Settlement

The insurance under this item is limited to Increase in Cost of Working and the amount payable as indemnity thereunder shall be the additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Damage** in order to prevent or minimise the interruption to the **Business** during the **Indemnity Period** provided that **Underwriters** shall not be liable for more than 50% of the **Sum Insured** during the first 3 months of the **Indemnity Period** and the balance in equal proportions monthly thereafter.

Business Interruption Sections 9 & 10 (continued)

Special Clauses (Operative where specified in the Schedule)

BI5 – Gross Rentals/Estimated Gross Rentals Basis of Loss Settlement

The insurance under this item is limited to;

- i) loss of **Gross Rentals** and
- ii) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be:-

- a) in respect of loss of **Gross Rentals** during the **Indemnity Period** which fall short of the **Standard Gross Rentals** in consequence of the **Damage**
- b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided less any sum saved during the **Indemnity Period** in respect of such of the expenses and charges payable out of **Gross Rentals** as may cease or be reduced in consequence of the **Damage** provided that if the item on **Gross Rentals** be less than the **Annual Gross Rentals** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

BI6 – Accounts Receivable Basis of Loss Settlement

The insurance under this item is limited to;

- i) loss of **Accounts Receivable**
- and ii) additional expenditure

and the amount payable as indemnity thereunder shall be:-

- a) in respect of loss of **Accounts Receivable** the difference solely due to the **Damage** between the amount of the **Accounts Receivable** at the date of the **Damage** and the total amount received in payment of them during the 12 months after the **Damage**
- b) in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Accounts Receivable** which but for that expenditure would have occurred in consequence of the **Damage** but not exceeding the amount which would otherwise have been payable under (a) above

provided that if at the time of the **Damage** the **Sum Insured** by this item be less than the total amount of the **Accounts Receivable** the amount payable shall be proportionately reduced.

BI7 – Deposit Premium Clause

The first and annual premiums are provisional being 75% of the premiums payable at the commencement of the **Period of Insurance** with the balance of 25% to be paid within 6 months of expiry of that period except that in respect of any item on **Gross Profit, Gross Revenue** or **Gross Rentals** the premium paid shall be adjusted on receipt by **Underwriters** of a declaration of **Gross Profit, Gross Revenue** or **Gross Rentals** earned during the financial year most nearly concurrent with the year of insurance as reported by **Your** auditors

Accountants may be substituted for Auditors in respect of companies exempt from audit requirements

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue** or **Gross Rentals** the above mentioned declaration shall be increased by **Underwriters** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue** or **Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months);

- a) is less than 75% of the **Sum Insured** on **Gross Profit, Gross Revenue** or **Gross Rentals** for the relative period **Underwriters** will allow a pro rata return of premium not exceeding 33.33% of the provisional premium paid
- b) is greater than 75% of the the **Sum Insured** on **Gross Profit, Gross Revenue** or **Gross Rentals** for the relative period **You** shall pay a pro rata additional premium not exceeding 33.33% of the provisional premium paid

In the event that no declaration is received within 6 months of the expiry of the **Period of Insurance** the balance of 25% shall be paid

Part (a) of the **Premium Adjustment Clause** is deleted.

BI8 – Declaration Linked Clause

- a) You shall prior to each renewal furnish **Underwriters** with the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as insured hereby for the financial year most nearly concurrent with the ensuing year of insurance
- b) The first and annual premiums in respect of each item on **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as insured hereby are provisional and are based on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** You shall provide **Underwriters** not later than 6 months after the expiry of each **Period of Insurance** with a declaration confirmed by **Your** auditors of the **Gross Profit, Gross Revenue or Gross Rentals** earned during the financial year most nearly concurrent with the **Period of Insurance**

Accountants may be substituted for Auditors in respect of companies exempt from audit requirements. If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue or Gross Rentals** the above mentioned declaration shall be increased by **Underwriters** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue or Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 months);

is less than the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as insured hereby for the relative **Period of Insurance** the **Underwriters** will allow a pro rata return of the premium paid on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as insured hereby but not exceeding 50% of such premium, is greater than the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as insured hereby for the relative **Period of Insurance** You shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** as insured hereby

- c) Notwithstanding proviso (b) of Sections 9 and 10 the liability of **Underwriters** shall in no case exceed in respect of **Gross Profit, Gross Revenue or Gross Rentals** 133.33% of the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals** stated herein and in respect of each other item 100% of the **Sums Insured** by the said items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of **Underwriters**

Part (a) of the **Premium Adjustment Clause** is deleted

BI9 – Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with **Underwriters**) pending issue of this Section.

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General Certificate Exclusions

The following Exclusions apply to the entire **Certificate** unless otherwise stated:

Asbestos Exclusion

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

Building Works Exclusion

This **Certificate** does not cover any loss, liability or **Damage** caused by or arising out of **Building Works**.

Contamination and Pollution Exclusion

1. This **Certificate** shall not cover any liability, loss or **Damage** due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption
3. All other terms and conditions of this **Certificate** shall be unaltered and especially the exclusions shall not be superseded by this clause.

Electronic Data Exclusion

- 1) **Electronic Data** Exclusion
Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto, it is understood and agreed as follows;
 - a) The **Underwriters** shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this **Certificate** subject to all its terms conditions and exclusions will cover physical damage occurring during the **Period of Insurance** to the **Property Insured** by the original **Certificate** directly caused by such listed peril.

Listed Perils:

- i) Fire
- ii) Explosion

- 2) **Electronic Data Processing Media Valuation**
Notwithstanding any provision to the contrary within the **Certificate** or any endorsement thereto, it is understood and agreed as follows;

Should electronic data processing media insured by this **Certificate** suffer physical loss or **Damage** insured by this **Certificate**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Certificate** does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated gathered or assembled.

General Certificate Exclusions (continued)

The following Exclusions apply to the entire **Certificate** unless otherwise stated:

Institute Radioactive Contamination Exclusion

This clause shall be paramount and shall override anything contained in this **Certificate** inconsistent therewith:

In no case shall this **Certificate** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion

This **Certificate** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Insured Property**
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Certificate** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

Despite anything contained within the **Certificate** it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Certificate** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association

In any action suit or other proceedings where **Underwriters** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or **Consequential Loss** is not covered by this **Certificate** the burden of proving that such loss is covered shall be upon **You**.

Nuclear Energy Risks Exclusion

This **Certificate** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Certificate** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant.
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs Exclusion

The insurance under this **Certificate** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General Certificate Exclusions (continued)

The following Exclusions apply to the entire **Certificate** unless otherwise stated:

Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto it is agreed that this **Certificate** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Endorsement an act of **Terrorism** means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Certificate** the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this **Certificate** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

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General Conditions

Arbitration

If any difference shall arise as to the amounts to be paid under this **Certificate** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Underwriters**.

Asbestos

This **Certificate** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** following an **Insured Event** during the **Period of Insurance** by one of these perils; Fire, lightning, explosion or aircraft riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence (**Listed Perils**)

Provided that:

- a) the **Listed Peril** is the immediate sole cause of the **Damage** to the asbestos.
- b) **You** report to the **Underwriters** the existence and cost of the **Damage** as soon as practicable after the **Damage** to the asbestos.
However, this **Certificate** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Certificate** shall provide no cover in respect of:

- i) wear and tear or inherent defect, quality or vice in or of any asbestos
- ii) any non-compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise) or
- iii) any asbestos which the **Listed Peril** has not physically **Damaged**.

Cancellation

This **Certificate** may be cancelled at any time at **Your** request by writing to **Your** insurance advisor, and the premium will be adjusted on the basis of the **Underwriters** receiving or retaining a minimum of 33.33% of the annual premium but where the **Premises** are declared as being **Unoccupied** at inception of the **Certificate**, the amount retained by **Underwriters** is amended as follows:

Period of Insurance	% of premium retained
Up to 4 months	50%
Up to 5 months	60%
Up to 6 months	70%
Up to 7 months	80%
Up to 8 months	90%

No return premium is applicable for periods in excess of 8 months.

Provided that:

- a) no claims have been made under the **Certificate** for which **Underwriters** have made a payment
- b) no claims have been made under the **Certificate** which are still under consideration
- c) no incident has occurred which is likely to give rise to a claim but has yet to be reported to **Underwriters**

Despite anything contained within the Survey Clause, this **Certificate** may also be cancelled by or on behalf of the **Underwriters** by 14 days notice given in writing to **You** at **Your** last known address, and the premium hereon shall be adjusted on the basis of the **Underwriters** receiving or retaining pro rata premium. Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter post properly addressed.

General Conditions (continued)

Claims – Your Duties

On the happening of any event which may give rise to a claim **You** shall;

- a) General applicable to all Sections;
 - i) notify the **Underwriters** immediately, but in any event within 30 days
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) inform the Police immediately and **Underwriters** within 14 days if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - iv) give all information and assistance the **Underwriters** may require in a timely manner
- b) Within 30 days or such further time as the **Underwriters** may in writing allow, deliver to the **Underwriters** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of **Damage** as the **Underwriters** may reasonably require including any other insurances on any **Property Insured** by this **Certificate** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any **Property Insured** under Section 1 or 2 is to be reinstated or replaced by the **Underwriters**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances **Underwriters** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

- c) Applicable to Sections 9 and 10:
 - i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Underwriters** may in writing allow at **Your** own expense deliver to the **Underwriters** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** resulting in loss of profit and/or revenue
 - ii) **You** shall at **Your** own expense also provide the **Underwriters** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the **Underwriters** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section shall be payable unless the

terms of this condition have been complied with and in the event of non-compliance any payment on account of the claim already made shall be repaid to the **Underwriters** immediately.

Claims – Underwriters' Rights

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may without thereby incurring any liability or diminishing any of the **Underwriters'** rights under this **Certificate** enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any property and deal with such property for all reasonable purposes and in any reasonable manner
No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** or not.
- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **Underwriters** have agreed to provide indemnity under this **Certificate**.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by any person who is not a party to this contract.

Data Protection Act 1998

We may store **Your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose **Your** personal details to third parties if it is necessary for the performance of **Your** contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract **You** will signify **Your** consent to such information being processed by the insurers or their agents. **We** will keep **Your** information secure at all times. In certain circumstances, for example for systems administration purposes, **We** may have to transfer **Your** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with **Your** insurance application, **We** will assume **You** are agreeable for **Us** to transfer **Your** information to a country outside the EEA.

General Conditions (continued)

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Certificate** or if any **Damage** be occasioned by the wilful act or with **Your** connivance then **Underwriters** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by the **Underwriters** to **You** in respect of the claim, and
- c) to treat this **Certificate** as being terminated with effect from the time of the fraudulent act.

If the **Certificate** is treated as having been terminated the **Underwriters** shall be entitled to:

- a) refuse all liability to the under the **Certificate** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Certificate**.

Non Invalidation

The **Certificate** shall not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that, immediately **You** become aware thereof **You** shall give notice to **Underwriters** and pay an additional premium if required.

Subrogation

Any claimant under this **Certificate** shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other Party in **Your** name before or after any payment is made by the **Underwriters**.

The **Underwriters** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at their own expense and for their own benefit any claim for indemnity or damages or otherwise.

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Certificate Definitions

Wherever the following words and phrases appear in bold in the **Certificate** they will always have the same meaning

Accounts Receivable

The total amount of the balances debited to **Customers** in **Your** accounts and declared in the statement last given under the provisions of the *Premium Adjustment Clause* after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customers** accounts in the period between the date of the said statement and the date of the **Damage**.

Annual Gross Rentals

The **Gross Rentals** during the 12 months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Annual Gross Revenue

The **Gross Revenue** during the 12 months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Annual Turnover

The Turnover during the 12 months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Auditors Fees

Necessary and reasonable fees payable by **You** to **Your** auditors or professional accountants (being Auditors or Professional Accountants regularly acting as such for **You** at the time the **Property Insured** was **Damaged**) for producing such particulars or details contained in **Your** books of accounts or other business documents or such other proofs, information or evidence as may be required by the **Underwriters**.

Building(s)

The building(s) situated at the address(es) specified in the **Schedule** which include;

- a) landlord's fixtures and fittings
- b) annexes, gangways, outbuildings and extensions, tenants improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
- c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- d) walls, gates and fences
- e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility
- f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials
- g) landscaping, excluding external ponds and lakes

all belonging to **You** or for which **You** are legally responsible.

Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation.

Business

The business specified in the **Schedule**.

Business Hours

Your usual office hours and the working hours (including overtime) during which **You** or any person entrusted by **You** with the **Money** and **Non Negotiable Items** are on the **Premises** for the purpose of the **Business**.

Certificate

The entirety of the **Certificate**, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Certificate** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Certificate** shall be construed as referring to the entire **Certificate**.

Compensation

The amount payable under the appropriate item specified in the **Schedule**.

Certificate Definitions (continued)

Wherever the following words and phrases appear in bold in the **Certificate** they will always have the same meaning

Computer Virus

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of loss or destruction of or **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**.

Customers

All **Your** customers who obtain goods or services from **You** on a credit basis.

Damage(d)

Accidental physical loss, damage or destruction.

Death

Occurring within 12 months of **Injury** which is the sole and direct cause of death.

Defined Peril

The words **Defined Peril** shall mean:

- a) fire, but excluding any **Damage** to the **Property Insured** caused by:
 - i) explosion resulting from fire
 - ii) earthquake or subterranean fire
 - iii) its own spontaneous fermentation or heating
 - iv) its undergoing any heating process or any process involving the application of heat,
- b) lightning
- c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under **Your** control
- d) aircraft or other aerial devices or articles dropped there from
- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
 - i) arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii) arising from cessation of work
- f) theft or attempted theft
- g) earthquake
- h) storm excluding:
 - i) **Damage** by flood whether resulting from storm or otherwise
 - ii) **Damage** attributable solely to a change in the water table level
- i) flood excluding **Damage** attributable solely to a change in the water table level
- j) overflowing, discharge or leaking of any sprinkler apparatus
- k) escape of water from any tank, apparatus or pipe
- l) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerials

Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Certificate Definitions (continued)

Wherever the following words and phrases appear in bold in the **Certificate** they will always have the same meaning

Employee(s)

Any person under a contract of service or apprenticeship with **You** including:

- a) Any person who is hired to or borrowed by **You**
- b) Any person engaged in connection with a work experience or training scheme
- c) Any labour master retained by **You** or persons supplied by him
- d) Any person engaged by **Your** labour only sub contractors
- e) Any self-employed person working on a labour only basis under **Your** control or supervision
- f) Any voluntary helper

all while working for **You** in connection with the **Business**

Estimated Gross Profit

The amount declared by **You** to **Underwriters** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Estimated Gross Revenue

The amount declared by **You** to **Underwriters** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Estimated Gross Rentals

The amount declared by **You** to **Underwriters** as representing not less than the **Gross Rentals** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months).

Excess

The first part of each and every loss which **You** must bear after the application of any condition of average.

Glass

All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises**.

Gross Profit

The amount by which;

- a) the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amount of the opening stock and work in progress and the amount of the **Uninsured Working Expenses** The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation.

Gross Revenue

The money paid or payable to **You** for services rendered in the course of the **Business** at the **Premises** less the amount of any **Uninsured Working Expenses**.

Gross Rentals

The money paid or payable to **You** for tenancies and other charges and for services rendered in the course of the **Business** at the **Premises**.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.

Injury

Bodily injury, death, disease, illness or nervous shock.

Insured(s)/You/Your

The firm, company, entity or individual named in the **Schedule**.

Insured Event

A claim **You** have made under a section of this **Certificate** for which **Underwriters** have agreed to provide indemnity.

Insured Person

Any director, manager or partner of the **Insured** or any **Employee** aged not less than 16 years or more than 70 years.

Licence

The Licence granted for the retail sale of excisable Liquor at the **Premises**.

Loss of Limb(s)

Physical severance or the total or permanent loss of use of one or both arms, hands, legs or feet resulting solely and directly from **Injury** within 12 calendar months of such **Injury**.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Machinery, Plant and Equipment

Machinery, plant, equipment, fixtures, fittings, office machines and furniture and all other contents the property of **You** or for which **You** are legally responsible in the **Premises** specified in the **Schedule**. All other contents includes;

- a) documents, manuscripts and business books, but only for the value of the materials as stationery together with the cost of clerical labour actually expended in reinstatement and not for the value of the information contained therein, for an amount not exceeding €3,500 in total
- b) computer systems records but only for the value of the recording hardware or blank media together with the cost of clerical labour actually expended in copying such records from back up or from originals of a previous

Certificate Definitions (continued)

- generation and not for the value of the information contained therein, for an amount not exceeding €12,500 in total. Copying costs will not include research or engineering or any costs of recreating, gathering or assembling data
- c) patterns, models, plans and designs, but only for the value of the materials together with the cost of labour expended in reinstatement and so far as the same are not otherwise insured, and not for the value of the information contained therein, for an amount not exceeding €3,500 in total
- d) directors, **Employees**, visitors and **Customers'** personal effects, pedal cycles, tools, instruments and the like, for an amount not exceeding €350 in total in respect of any one person.

Maximum Indemnity Period

As stated in the **Schedule**.

Medical Expenses

Necessary medical, hospital, surgical, manipulative, therapeutic and x-ray fees and nursing treatment, emergency dental and emergency optical charges incurred as a direct result of **Injury**. This shall be deemed to include the costs of medical supplies and ambulance hire.

Money

Current coinage, bank and currency notes, uncrossed cheques, giro cheques, bankers drafts, uncrossed postal and money orders, unexpired units in franking machines, unused postage and National Insurance stamps, business travel tickets, luncheon vouchers, trading stamps, holiday with pay stamps, gift vouchers and bills of exchange.

Non-Negotiable Items

Money consisting of crossed cheques, crossed national giro payment orders, crossed bankers' drafts, VAT purchase invoices, crossed postal orders, crossed money orders, national savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units.

Notifiable Disease

Illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS-related condition) an outbreak of which the competent local authority has stipulated shall be notified to them.

Outstanding Debit Balances

The total amount due to **You** at the date of the **Damage** less bad debts.

Period of Insurance

The period of insurance specified in the **Schedule**

Permanent Total Disablement

The **Insured Person** being totally disabled solely and directly caused by **Injury** (not resulting in **Loss of Limb(s)** or **Loss of Sight**) and prevented from attending to his usual business or occupation with proof satisfactory to the **Underwriters** that such disablement has continued for one year from the date of the occurrence of **Injury** and will in all probability continue for the remainder of the **Insured Person's** life.

Premises

The Address(es) specified in the **Schedule**.

Property Insured

Except where expressly provided otherwise, the **Buildings, Stock, Machinery, Plant and Equipment** at the **Premises**, all as defined in these General Definitions, if and to the extent they are included as property insured in the **Schedule**.

Proposal

The Proposal Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to the **Underwriters** by or on behalf of **You**.

Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Renovation(s)

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c., bath and shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement but excluding:

- (i) **Building Works**, and
- (ii) Renovation forming part of a **Building Works** contract or project.

Rent

Periodic payments made by or to **You** for the lease of the **Buildings** specified in the **Schedule**.

Schedule(s)

The **Schedule** specifying the terms and extent of this **Certificate**.

Certificate Definitions (continued)

Wherever the following words and phrases appear in bold in the **Certificate** they will always have the same meaning

Standard Gross Rentals

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Standard Gross Revenue

The **Gross Revenue** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Standard Turnover

The **Turnover** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Stock

Stock, merchandise and materials in trade, including work in progress and packing materials belonging to **You** or held by **You** in trust or on commission and for which **You** are legally responsible or for which **You** have accepted liability in the **Premises** shown in the **Schedule**.

Sum /Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Certificate** or items.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man & Eire.

Terrorism

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Turnover

The money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

Unoccupied

When the **Premises** are closed for **Business** for a period in excess of 7 consecutive days.

Underwriters/We/Us

ERGO Versicherung AG UK branch.
JRP Insurance Management Ltd at all times as authorised underwriting agents and administrators (and for no other purpose) of ERGO Versicherung AG UK branch with no liability under this **Certificate**.

Uninsured Working Expenses

As stated in the **Schedule**

Complaints Procedure

If **You** have any questions, concerns or wish to make a complaint about the sales process or suitability of **Your** Policy, **You** should contact the Insurance Broker who arranged this Policy for **You**.

If **Your** complaint relates to any other matter including claims **You** should contact:

The Complaints Manager
JRP Insurance Management Ltd
Suite 828, Gallery 8, Lloyd's Building,
One Lime Street, London, EC3M 7DQ
Phone 0203 326 2030
Email david.ezzard@jrpunderwriting.co.uk

If your complaint cannot be resolved by JRP Management Ltd within 5 working days you can raise the complaint with **Us**:

The Complaints Manager
ERGO Versicherung AG, UK Branch
MUNICH RE GROUP offices
Plantation Place – 3rd floor
30 Fenchurch Street
London EC3M 3AJ
Phone 020 3003 7444
complaints@ergo-commercial.co.uk

If **Your** Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to **Your** satisfaction then **You** may also have the right to refer **Your** complaint

to: The Financial Ombudsman Service
Exchange Tower,
London,
E14 9SR
Phone 08000 234 567
Further information is available from them and on www.financial-ombudsman.org.uk

OR

The Financial Services Ombudsman
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2, D02 VH29
Phone: 353 1 6620899
Further information is available from them and at www.financialombudsman.ie

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Ombudsman Services will not adjudicate on any cases where litigation has commenced.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Authorisation and Regulation.11.15

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.
ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **Us** on request.
ERGO is part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.