



Complete

Retailer

Policy

Allianz Insurance plc | Commercial

Allianz 



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Thank you for choosing Allianz Insurance. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces. You don't have to take our word for it. Allianz Insurance has won many industry accolades including General Insurer of the Year in 2004 and 2005.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

Important

This document provides details of your policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

Your Complete Retailer Policy is made up of several parts which together form your contract of insurance with Allianz. Please take time to read all parts of the policy to make sure they meet your needs and that you understand the conditions and exclusions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser or your Allianz office that issued your policy know – adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- the Statement of Fact or Proposal Form
- this Introduction; the Insuring Clause, the Policy Exclusions and Policy Conditions, which apply to all Sections of the Policy
- the Sections of cover provided, including the Conditions and Exclusions
- the Schedule, which confirms the Sections of cover that are insured and which includes any additional clauses applied to the Policy.

Any Section stated to be 'not insured' in the Schedule shall be inoperative.

Any word or expression in the Policy which is given a specific meaning under the Section Definitions has the same meaning wherever it appears in the Policy

Allianz contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

We strive to provide a first-class service. However, if you are in any way dissatisfied, contact your insurance adviser or the Allianz office that issued the Policy.

Insuring Clause

The Statement of Fact or Proposal Form where applicable together with any information supplied by or on behalf of the Insured forms the basis of this contract of insurance between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury, or liability (as described in and subject to the conditions and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance
Chief Executive

Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

Policy

The document described in the Introduction

Section/Sections

The parts of this Policy that detail the insurance cover provided for each individual section of this Policy

Schedule

The part of this Policy that details information forming the basis of this contract and that shows the Sections of this Policy selected

Insurer

Allianz Insurance

Insured

The insured named and shown in the Schedule

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule

Business

The business description stated in the Schedule.

Sum Insured

The maximum amount the Insurer will pay for each item insured under any Section

Total Sum Insured

The total amount payable by the Insurer under any Section

Property/Property Insured

Buildings, contents, stock and other items shown and/or described in the Schedule

Unoccupied

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than thirty consecutive days.

Damage/Damaged

Loss or destruction of or damage

Premises

Address as stated in the Schedule

Policy Conditions

Applicable unless stated to the contrary under the Conditions in the Sections.

1 Premium

The premium is to be paid on request.

2 Precautions

The Insured shall keep the Property Insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury, loss destruction and damage, and take all reasonable steps to observe and comply with all statutory or Local Authority Laws, obligations and requirements.

3 Minimum Level of Security

This insurance has been granted subject to Security Level 1 or Security Level 2 as detailed in the Policy Schedule.

Security Level 1

The cover provided is subject to the following minimum standards of security.

Loss or damage by theft or attempted theft under the Trade Contents, Buildings and Money and Personal Assault Sections of the Policy are not insured unless the following requirements are met within 30 days of the inception of the Policy. Any alternative methods of securing the Premises must be agreed in writing by Allianz.

The Insured must ensure that these measures are in place, in operation and in full working order whenever the premises are closed for business or left unattended.

Doors

(Depending on which of the following door types are present, the following requirements apply);

External doors or internal doors to secure areas;

- a **Aluminium or plastic framed glazed doors** – a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.
- b **Armoured plate glass doors** – door manufacturer's integral locks.

- c **Timber doors** – provided the door thickness is a minimum of 44 mm a mortise deadlock to BS 3621 and a boxed steel striking plate at least 175 mm long should be fitted. If the door thickness is less than 44mm secure with a deadlocking rim lock to BS 3621. The Insured must put either of these into the deadlock position when the Premises are closed for business or unattended.
- d **Double doors** – secure the final closing section with a lock as explained in c above and secure the first closing section with bolts at least 175 mm long and having a minimum throw of 20 mm, which shoot into the frame at the top and the floor at the bottom of the door. Or, fit one section with bolts at the top and bottom (as explained above) and both parts of the door with a padlock and locking bar. If the locking bar is on the outside of the door, it must be used with a padlock conforming to BS EN 12320 Security Grade 5. If the locking bar is internal, it must be used with a padlock conforming to BS EN 12320 Security Grade 4. The padlock bar must be of similar strength to the padlock and designed to be used specifically with the padlock, in both cases the padlock bar must be secured to the door with coach bolts.
- e **Fire exit doors** – the relevant enforcing authority must approve any locks on these doors. Allianz must approve any locks or other method of security the Insured agrees following a discussion with the enforcing authority.
- f **Folding doors** – secure alternate folding sections with bolts at top and bottom, as described in d above. Dependent upon its construction, the last section must be secured with a lock or with a coach bolted locking bar and padlock as explained in d above.
- g **Sliding doors** – coach-bolted locking bar and padlock secured as described in d above, or a deadlock with a hook bolt which conforms to BS 3621.
- h **Wicket Gates** – dependent upon its construction (see above) a mortise deadlock or deadlocking cylinder rim-latch to BS 3621 or locking bar and padlock as in d above.
- i **Roller Shutters** – for electrically operated roller shutters, Allianz requires the fitting of a key operated isolation switch to the electricity supply to the controls. If this is not fitted then one of the measures for manually operated roller shutters shown below must be installed.

Allianz requires one of the following for manually operated roller shutters:

- key operated “pinson” or “bullet” locks
- secure the chain of the door to the wall bracket by an open shackle padlock
- A bolt fitted to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4 .

Windows

All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have key operated window locks.

Louvred windows to be replaced with either fixed glass, or a normal opening window which can be secured with a window lock used with a key.

Keys

All keys must be removed from locks and kept in a secure place or removed from the Premises. Keys to safes must be removed from the Premises, or if the Insured lives on the Premises, they must be removed to a secure place in the residential part of the Premises.

Computer equipment

Unless agreed otherwise in writing Allianz will require the Insured to fit encasement or entrapment equipment to computers with an individual value of £5,000 and above.

Security Level 2

As Security Level 1 except:

Windows

All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have:

Either

Security bar frames made from solid steel bars (not tubes). The bars must be at least 19 mm in diameter and not more than 125 mm apart between centres. The bars must pass through (or be welded to) tie bars of flat steel every 600 mm. The tie bars must be at least 6 mm thick and 40 mm wide.

The tie bars must be secured to the wall or roof surrounding the window fanlight or skylight at a minimum of 4 points by expansion bolts (such as ‘Rawlbolts’) of at least M8 size which penetrate the masonry or brickwork by at least 60 mm and set back at least 50 mm from the internal or external face of the wall. If the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

Or

Fixed or collapsible security grilles approved to LPS 1175 Specification for testing and classifying the burglary resistance of building components, strongpoints and security enclosures.

The Insured must contact Allianz if the bar frames or grilles are not constructed or installed as specified above.

and in addition:

Additional protection for timber doors (except shopfronts)

The Insured must fit sheet metal protection to the following specification to all outside single and double doors (except shopfront doors):

Sheet steel, not less than 16 gauge (1.6 mm thick), must be fitted to the outside of the door. If the door opens outwards the steel sheet must overlap the gap between the lock side of the door and the door frame.

The sheet steel must be secured to the door with ‘clutch head’ or ‘non return’ screws of a minimum length of 25 mm and not more than 100 mm apart.

Alternatively, fix the steel sheet to the door with coach-bolts not more than 100 mm apart. The heads of the bolts must be on the outside of the door.

If the door opens outwards, two hinge bolts to the hinged side of the door approximately 375 mm from the top and bottom must be fitted.

In view of the increased weight, it may be necessary to fit an additional hinge to the centre of the door.

Shopfront doors and windows

Unless agreed otherwise in writing Allianz will require the Insured to fit grilles or shutters.

4 Intruder alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder Alarm Installation

- a such Intruder Alarm Installation
 - i must not be altered or amended in any way unless such amendment or alteration has been approved in writing by Allianz
 - ii must be maintained under contract with the installers or as otherwise approved in writing by Allianz
- b all keys to the Intruder Alarm Installation must be removed from the Premises when the Premises are unattended
- c the Insured must
 - i maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
 - ii immediately notify Allianz upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
 - iii appoint at least two (2) keyholders and lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d in the event of notification of
 - i any alarm fault
 - ii activation of the Intruder Alarm Installation
 - iii interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set
 a keyholder must attend the Premises as soon as possible
- e the Premises must not be left without at least one Responsible Person in attendance without the agreement of Allianz
 - i unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - ii where the police have withdrawn their response to
 - 1 an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology) and
 - 2 a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this condition the following definitions apply:

'Intruder Alarm Installation' shall include all the component parts of the alarm and include the devices used to transmit or receive signals

'Keyholder' shall mean the Insured or any person or keyholding company authorised by the Insured who

- 1 is available at all times to
 - i accept notification of faults or alarm signals relating to the Intruder Alarm Installation
 - ii attend and allow access to the Premises
- 2 has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation.

'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises

5 Change of Risk

This insurance shall cease to be in force if there is any alteration in the Business or at the Premises which increases the risk of injury, loss, destruction or damage, unless such alteration is agreed in writing by Allianz.

6 Claims (i)

As soon as reasonably possible the Insured shall

- a inform Allianz of any occurrence or notice received which may produce a claim and provide any further details which Allianz may require
- b notify the Police of any loss, destruction or damage by theft or attempted theft and within seven (7) days supply them with a full list and description of missing articles.

7 Claims (ii)

Allianz are entitled to enter any Building where loss, destruction or damage has happened and to deal with salvage in a reasonable manner. No Property may be abandoned to Allianz.

8 Claims (iii)

If Allianz reinstate or replace any Property Allianz shall not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Sum Insured on that Property.

9 Claims (iv)

Allianz are entitled at their own expense to take proceedings in the Insured's name to recover any payment made under this Policy, when Allianz considers that there are rights of recovery against other parties, and the Insured must assist Allianz when reasonably required to do so. The Insured must not make any payment or admission of liability without Allianz's consent and Allianz are entitled to take over and conduct in the Insured's name any negotiations or legal action in connection with a claim under this Policy.

10 Other Insurances

If at the time of any loss, destruction or damage there is any other insurance covering such incidents, Allianz will only pay their rateable proportion of such loss.

11 Cancellation

Insured's Cancellation Rights

The Insured has the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period"). The Insured should exercise this right by contacting their insurance adviser or by writing to the Allianz office which issued the Policy documentation.

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium and the Policy may run for its full term.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving fourteen (14) days notice in writing to the Allianz office which issued the Policy documents, or in writing to their insurance adviser. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the Insured must return to Allianz the current Certificate(s) of Employers Liability Insurance.

Allianz's Cancellation Rights

Allianz may cancel this Policy by giving the Insured fourteen (14) days' notice in writing sent to the Insured's last known address. The Insured will be entitled to a proportionate return of the premium in respect of the unexpired period of insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the Policy is paid by instalments, please refer to the instalment agreement for details of the cancellation procedure that will apply.

In the event of cancellation the Insured must return to Allianz the current Certificate(s) of Employers Liability Insurance.

12 Fraud

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be void and the Insured will forfeit all rights under the Policy. In such circumstances, Allianz retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

13 Arbitration

If Allianz accepts that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances an arbitrator's award must be made before there is any right of action against Allianz.

14 The Statement of Fact or Proposal Form

The Statement of Fact or Proposal Form for this insurance Policy, made by the Insured, is incorporated herein.

15 Automatic Reinstatement

The Sums Insured by Sections 1, 3 and 7 of this Policy will not be automatically reduced as a result of a claim provided that:

- a the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured

- b** the Insured shall
 - i** take immediate steps to effect such additions to or variations in protections as Allianz may require
 - ii** pay the appropriate additional premium.

16 Average

Whenever a Sum Insured is declared to be subject to average, if, at the time of any loss or damage to the property insured by any Item, the Sum Insured by that Item is less than the full value of the property to which it applies, the Insured will be considered to be their own insurer for the difference and will be expected to bear a rateable share of the loss accordingly.

17 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

18 Law Applicable to Contract

Unless Allianz agrees otherwise:

- a** the language of the Policy and all communications relating to it will be English; and,
- b** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Policy Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections

This Policy does not cover

1 Geographical Limits

loss, damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

2 War and Kindred Risks

loss, damage, injury or liability occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Radioactive Contamination

loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4 Sonic Bangs

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

5 Northern Ireland

loss or damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss or damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

6 Pollution or Contamination

loss or destruction or damage caused by or resulting from pollution or contamination except such loss or destruction or damage to the property insured or, if applicable, loss resulting from damage to property used by the Insured at the Premises stated in the Complete Retailer Schedule for the purpose of the Business caused by

- a pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy
- b any of the perils listed in a above which itself results from pollution or contamination.

7 Changes in Water Table Level

damage attributable solely to changes in the water table level.

8 E-Risks

- a loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - i programming or operator error whether by the Insured or any other person
 - ii Virus or Similar Mechanism (as defined below)
 - iii Hacking (as defined below)
 - iv malicious persons
 - v failure of external networksunless, in respect of i, ii and iii above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a of this Exclusion unless, in respect of a i, ii or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- c loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of loss or damage to other property arising from a i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
 - i the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
 - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c and d of this Exclusion unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

Computer Equipment – means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism – means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to ‘Trojan Horses’, ‘Worms’ or ‘Logic Bombs’.

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

9 Computer Date Exclusion

loss, destruction, damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

but the insurance shall not exclude any subsequent loss or damage which is not otherwise excluded and which itself results from Events 1 to 8 of Section 1 Trade Contents or Events 1 to 8 of Section 7 Buildings

10 Terrorism

- a** in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of **a** above an Act of Terrorism (Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- b** in respect of territories other than those stated in **a** above

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of **b** above an act of 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 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 put the public or any section of the public in fear.

In any action suit or other proceedings where Allianz alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

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

Section 1 – Trade Contents

Definitions

Premises

The building and any detached outbuilding situate at the address or addresses of the Insured stated in the Complete Retailer Schedule built of brick, stone or concrete and roofed with slate, tile, metal, concrete or felt on timber, but excluding any garden, yard or open space and occupied solely by the Insured in connection with the Business and otherwise as Offices and Private Dwelling Rooms.

Property Insured

All trade contents belonging to the Insured or for which they are responsible in the Premises including landlord's fixtures and fittings and interior decorations for which they are responsible.

Sum Insured

- a Allianz's liability under each Item of this Section is limited to the respective Sums Insured shown in the Complete Retailer Schedule.
- b During the months of November and December and for a period of 31 days before Easter Day each year the Sums Insured by Items 1-5 are increased by 20%.
- c Index Linking
 - i The Sums Insured will be adjusted each month by the percentage change in the Durable Goods Section of the Retail Price Index (or some other suitable Index decided by Allianz)
 - ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted sum insured applying on the last day of the month three months before renewal month
 - iii In the event of insured loss or damage the monthly Index Linking adjustments will continue during the period between the date of loss or damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after loss or damage is limited to one year.

All Risks Cover

All the Events and Extensions insured by this Section.

Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights and rooflights and glass fixed in wall mirrors, shelves, showcases and countercases, including lettering fixed to such glass.

Sanitaryware

Baths, sinks, lavatory bowls and cisterns, washbasins and pedestals, shower trays and bidets forming permanent fixtures.

Cover

Allianz will indemnify the Insured in respect of

- a Destruction damage or loss of or to the Property Insured caused by any of the Events shown occurring during the Period of Insurance.

The amount payable in the event of destruction, damage or loss of the Property Insured other than stock and materials in trade and goods in trust subject to the terms of this Section and the Policy Exclusions and Policy Conditions shall be the cost of replacement, no deduction being made for wear and tear or depreciation except in respect of articles of wearing apparel, towels, linen and similar items which are regularly laundered.

- b Breakage or damage occurring during the Period of Insurance of or to Glass or Sanitaryware in the buildings and outbuildings situate at the Premises.

The amount payable in the event of breakage or damage, subject to the terms of this Section and the Policy Exclusions and Policy Conditions, shall be the cost of repair or replacement of the property without deduction for wear or tear but excluding the first £250 of each claim.

Events

- 1 Fire, Lightning, Explosion, Earthquake, Subterranean Fire
- 2 Aircraft and other aerial devices or articles dropped from them.
- 3 Impact by
 - a any vehicle or animal excluding the first £250 of each claim when the vehicle or animal is under the Insured's control or the control of their employees
 - b falling trees or branches other than if caused by felling or lopping by the Insured or on their behalf.
- 4 Riot, Civil Commotion, Strikers, Locked Out Workers or Persons taking part in Labour Disturbances or Malicious Persons excluding
 - a destruction, damage or loss occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority

- b the first £250 of each claim in respect of destruction or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of nor in connection with any political organisation.
- 5 Storm, Tempest or Flood** excluding
- a the first £250 of each claim
 - b destruction or damage by frost, subsidence, ground heave or landslip
 - c destruction or damage to fences and gates and moveable property in the open.
- 6 Bursting or Overflowing of Water Tanks, Apparatus or Pipes** excluding the first £250 of each claim.
- 7 Bursting, Leaking, Discharging or Overflowing of Fixed Oil Tanks, Apparatus or Pipes** excluding defective vaporization, smoke and smudge.
- 8 Breakage or Collapse of Television and Radio Receiving Aerials, Aerial Fittings and Masts.**
- 9 Theft or Attempted Theft** following upon or followed by forcible and violent entry to or exit from the Premises excluding the first £250 of each claim.
- 10 Hold-Up by Violence and/or Threats of Violence** to the Insured or their employees.
- 11 Any Cause** (other than those included, excluded or provided for elsewhere in this Section or by the Policy Exclusions or Conditions) excluding in respect of this Event only
- a the first £250 of each claim
 - b property not within the Premises
 - c destruction, damage or loss whilst the Premises are lent, let or sub-let in whole or in part
 - d destruction, damage or loss caused by or arising from
 - i theft or attempted theft unless following upon or followed by forcible and violent entry to or exit from the Premises
 - ii error or omission or shortages revealed at stocktaking
 - iii frost, landslip, subsidence, ground heave or settlement
 - iv wear and tear, inherent defect
 - v rot, mildew, rust, corrosion
 - vi insects, woodworm, vermin
 - vii dyeing, cleaning, repair, renovation, marring or scratching
 - viii electronic, electrical or mechanical breakdown, failure or derangement
 - ix faulty manipulation, design, plan, specification or materials
 - x gradual deterioration, market depreciation
 - xi overwinding and internal damage to clocks
 - xii changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish.
- 12 Subsidence, Ground Heave or Landslip** of any part of the site on which the property stands excluding
- a damage in respect of any buildings, paths, drives and other surfaced areas, walls, gates and fences
 - b damage resulting from
 - i the normal settlement or bedding down of new structures
 - ii the settlement or movement of made up ground
 - iii coastal or river erosion
 - iv defective design or workmanship or the use of defective materials
 - v fire, subterranean fire, explosion, earthquake or escape of water from any tank apparatus or pipe
 - c damage which commenced prior to the inception of this cover
 - d damage occurring as a result of demolition, construction, structural alteration or repair of any property or groundworks or excavation, at the same premises
 - e the first £1,000 of each and every loss at each separate premises as ascertained after the application of any condition of Average.
- Special Condition**
- Insofar as this insurance relates to Subsidence, Ground Heave or Landslip this Policy shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or adjoining site.
- Note:**
- If any claim in respect of any one occurrence involves destruction, damage or loss by Event 4 and/or Event 9 and/or Event 11, the monetary exclusions shall not exceed £250 in the aggregate.

Extensions

Cover under this Section includes

1 Personal Effects

Pedal cycles and other personal effects the property of the Insured or any partner, director or employee of the Insured not otherwise insured, up to £100 in respect of any one pedal cycle and £250 in respect of the other personal effects of any one person.

2 Property Temporarily Removed

Property other than stock and materials in trade and goods in trust, provided the same are not otherwise insured, whilst temporarily removed from the Premises for the purpose of cleaning, renovation or repair to any premises within the United Kingdom and in transit thereto and therefrom for an amount up to 10% of the Sum Insured excluding destruction, damage or loss by Events 5 and 9 to property in transit or by Event 11.

3 Damage by Theft or Hold-Up

The cost of making good damage to the Premises as a result of Events 9 and 10 falling to be borne by the Insured, up to £25,000.

4 Removal of Debris

The cost of removal of debris of the Property Insured damaged by an insured Event up to £1,000.

5 Underground Services

The cost for which the Insured are responsible for repairing accidental damage to underground water, gas, sewer and drain pipes and underground electricity and telephone cables extending from the Premises to the public supply.

6 Locks and Keys

The cost of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force or violence up to £1,000 any one event.

7 External Blinds and Signs

External blinds and non-illuminated signs for which the Insured are responsible up to £500.

8 Boarding Up

The cost of boarding up pending replacement of broken or damaged Glass.

9 Stock

Damage to stock on display consequent upon breakage of or damage to Glass.

10 Shop Front

Damage to the shop front and fascia.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure

- 1 property destroyed or damaged while undergoing any process involving the application of heat
- 2 consequential loss of any kind or description
- 3 destruction of or damage to electrical equipment by short circuiting or overrunning not resulting in fire
- 4 deeds, bonds, bills of exchange, promissory notes, securities for money, coins, stamps or other property defined as Money in Section 2
- 5 the cost of research involved in tracing the information recorded in documents, manuscripts, business books and computer systems records, nor the value of the information contained in them other than the first £1,000 of such costs
- 6 loss or damage due to theft or attempted theft by or in collusion with any member of the Insured's family, business staff or domestic servants
- 7 loss due to any person obtaining any property by deception
- 8 damage by theft or attempted theft to tills or cash registers unless they have been left unlocked when the Premises are closed for Business
- 9 destruction, damage or loss of or to stock caused by bacteria, disease or infection or condemnation by the competent authority
- 10 consequential loss of any kind or description other than as provided for in Extensions 8, 9 and 10 of this Section
- 11 Glass or Sanitaryware broken or damaged before the commencement of the Period of Insurance until replaced by the Insured
- 12 any superficial scratching, chipping or cracking
- 13 window frames or other framework except as provided in Extension 10.

Conditions

The Policy Conditions apply to this Section and in addition

1 Height Condition

It is a condition precedent to³ liability for damage by Events 5, 6 and 7 that the Property Insured in the basement or sub-basement of the Premises be kept at least 4 inches (10 centimetres) above floor level.

Section 2 – Money and Personal Assault

Definitions

Money

Cash, bank and currency notes, cheques, postal and money orders, luncheon vouchers, current postage stamps, trading stamps, holiday with pay stamps, national insurance stamps, national savings stamps, national savings certificates, bankers drafts, credit sales vouchers or receipts, VAT purchase invoices, gift tokens and consumer redemption vouchers belonging to the Insured or for which they are responsible.

Business Hours

The period during which the Insured or their partners, directors or employees are at the Premises for the purpose of the Business.

Insured Person

The Insured and any of their partners, directors or employees aged between 16 and 70 years.

Accident

Bodily injury caused by violent external and visible means.

Loss of Sight

Total loss of sight of an eye which has lasted three months of the Insured Person's lifetime and is at the end of that period beyond hope of improvement.

Loss of Limb

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month.

Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the Insured Person from attending to his usual occupation or any other occupation for which he is fitted by knowledge and training and which having lasted 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.

Temporary Total Disablement

A disablement which completely and continuously prevents the Insured Person from attending to their usual occupation.

Temporary Partial Disablement

A disablement which continuously prevents the Insured Person from attending to a substantial part of their usual occupation.

Cover

A Allianz will indemnify the Insured in respect of the Limits of Indemnity stated in the Complete Retailer Schedule against loss of or damage to Money occurring during the Period of Insurance held in connection with the Business by any cause not excluded hereafter nor by the Policy Exclusions or Conditions of this Policy.

Limits of Indemnity

- 1 Crossed cheques, crossed postal orders, crossed bankers drafts, national insurance stamps affixed to cards, national savings certificates, credit sales vouchers or receipts and VAT purchase invoices
 - 2 Money other than in 1. above
 - a in transit in the personal custody of the Insured or their partners, directors or authorised employees or of a security organisation approved by Allianz or in a bank night safe and until liability is accepted by the bank
 - b in registered post
 - c within the Insured's Premises during Business Hours
 - d within the Insured's Premises out of Business Hours not contained in a locked safe
 - e in a locked safe within the Premises or the Insured's private dwelling or that of any of the Insured's partners, directors or employees out of Business Hours
 - f in the Insured's personal custody or the personal custody of any of the Insured's partners, directors or authorised employees out of Business Hours
- B Allianz will indemnify the Insured against loss of or damage to any safe at the Premises or the Insured's private dwelling or that of any of the Insured's partners, directors or employees as a direct result of theft or attempted theft of Money.**
- C Allianz will pay the sum or sums set out in the Scale of Compensation if any Insured Person acting in connection with the Business shall**
- 1 sustain an Accident as a direct result of theft or attempted theft.
 - 2 suffer emotional stress necessitating professional counselling.

Scale of Compensation

Item	Amount
1 If any Insured Person shall sustain an Accident resulting directly and independently of any other cause within 12 months in	
a death	£25,000
b loss of one or more limbs and/or sight of one or both eyes	£25,000
c Permanent Total Disablement	£25,000
d Temporary Total Disablement	£50*
e Temporary Partial Disablement	£25*
* per week during such disablement	
2 Cost of cleaning, repairing or replacing lost or damaged clothing or personal effects of the Insured Person up to	£250
3 The cost of professional counselling not exceeding	
a an hourly cost of	£30
b an amount per person of	£1,000
c an amount in aggregate of	£5,000

Limitations

In respect of each Insured Person

- 1 compensation shall not be paid under more than one of the Items 1a., 1b. or 1c. of the Scale of Compensation for the consequences of the same Accident.
- 2 weekly compensation under Items 1d. and/or 1e. of the Scale of Compensation will not be paid for more than 104 weeks in all in respect of one or more Accidents. Weekly compensation will be paid when the total amount to be paid has been agreed or, if the Insured requests, at the end of each period of 4 consecutive weeks disablement
- 3 compensation shall not be paid unless as soon as possible after an Accident the injured person is placed under the care of a qualified medical practitioner whose advice shall be followed. A post-mortem examination shall be carried out if required by and at Allianz's own expense
- 4 compensation shall not be paid under Items 3a., 3b. and 3c. of the Scale of Compensation unless such counselling is recommended by a qualified medical practitioner and agreed to by Allianz before costs are incurred.

Extensions

Cover under this Section includes

1 National Lottery Scratch Cards

Allianz will also indemnify the Insured in respect of National Lottery Scratch Cards whilst

- a within the Insured's Premises during business hours, or
- b contained in a locked safe as stated in Limit of Indemnity 2.e.

subject to a limit of £800 any one claim.

2 Pay As You Go Mobile Phone Vouchers

Allianz will also indemnify the Insured in respect of Pay As You Go Mobile Phone Vouchers

- a within the Insured's Premises contained within the cash till during business hours, or
- b whilst contained in a locked safe as stated in Limit of Indemnity 2.e.

subject to a limit of £800 any one claim.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure

- 1 any loss due to lack of integrity of any of the Insured's employees not discovered within fifteen (15) working days of the occurrence
- 2 any loss covered by or which but for the existence of this Section would be covered by any Policy of Fidelity Guarantee and this Section shall not contribute to such loss except in excess of any amount insured thereunder
- 3 any loss from any unattended vehicle
- 4 the first £100 of each and every loss.

Conditions

The Policy Conditions except 15 and 16 apply to this Section and in addition

1 Records Condition

The Insured shall keep a proper written record of all Property Insured hereunder and shall allow Allianz at all reasonable times to inspect such records. A proper record shall also be kept of all Money in safe in some place other than in the said safe.

2 Keys Condition

It is a condition precedent to liability under Limit of Indemnity 2e. that whenever

- a the Premises is closed for business the key or keys of any safe shall be removed from the Premises or to that part of the Premises where the person responsible for their safety normally resides
- b the Insured's private dwelling or that of any of the Insured's partners, directors or employees is left unattended, the key or keys of any safe shall be removed from the premises.

3 Accompaniment Condition

It is a condition precedent to any liability under Limit of Indemnity 2a. of Cover A that Negotiable Money in Transit other than by a security organisation or by registered post will be accompanied by:

- a two able-bodied adults when in excess of £3,000
- b three able-bodied adults when in excess of £6,000.

Section 3 – Goods in Transit

Definitions

Property Insured

Goods appertaining to the Business whilst in transit including loading and unloading anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands by any of the Insured's own vehicles.

Sum Insured

Allianz's liability under this Section in respect of any one vehicle is limited to the Sum Insured shown in the Complete Retailer Schedule.

Cover

Allianz will indemnify the Insured against loss or damage occurring during the Period of Insurance by any cause not excluded hereafter nor by the Policy Exclusions or Policy Conditions to the Property Insured.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure

- 1 any loss or damage due to
 - a depreciation or deterioration unless caused by accident to the conveying vehicle
 - b delay or loss of market
 - c default in packing or addressing of any parcel or package
- 2 any consequential loss of any kind or description
- 3 any theft of the Property Insured from any vehicle left unattended, unless such vehicle has all points of access closed and secured by all the locks and other protections and has all the keys removed from the vehicle
- 4 glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs.

Conditions

The Policy Conditions except 3 and 16 apply to this Section and in addition

1 Safeguarding of Property

The Insured shall take all reasonable measures to safeguard the Property Insured from loss or damage and to maintain vehicles in an efficient and roadworthy condition.

2 Employees

The Insured shall take all reasonable care in the selection of honest and competent employees.

3 Additional Theft Protection

If any additional protections to any vehicle are reasonably required by Allianz following loss or damage due to theft the Insured shall comply within a reasonable period specified by Allianz.

Section 4 – Deterioration of Stock

Definitions

Property Insured

Goods in any cold chamber situate at the Premises.

Sum Insured

Allianz's liability under this Section is limited to the Sum Insured shown in the Complete Retailer Schedule.

Cover

Allianz will indemnify the Insured against loss or damage occurring during the Period of Insurance to the Property Insured by deterioration or putrefaction solely and directly due to

- A a rise or fall in temperature as a result of
 - i damage to or a fault in the refrigeration machinery
 - ii failure of the public supply of electricity at the terminal ends of the Electricity Authority's service feeders at the Premises
 - iii accidental failure of the electrical installation connecting the refrigeration machinery to the Electricity Authority's service feeders
- B the action of the refrigerant or refrigerant fumes which have escaped from the refrigeration machinery.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure

- 1 any loss or damage
 - a due to any of the Events described in Section 1. Trade Contents
 - b under A.ii. of Cover due to
 - i drought
 - ii a deliberate act of the Electricity Authority not performed for the sole purpose of safeguarding life or protecting any part of the Electricity Authority's system
 - c due to any wilful act or neglect by the Insured
 - d due to faulty packing or stowage, inherent defect or any form of normal trade loss
- 2 the first £50 of each claim.

Conditions

The Policy Conditions except 15 and 16 apply to this Section and in addition

1 Maintenance Contract

In respect of any cold chamber which is over ten years old it is a condition precedent to liability for loss or damage under this Section that a contract is in force providing for competent specialists to attend regularly to maintain and adjust the refrigeration machinery.

Section 5 – Business Interruption

Definitions

Gross Profit

The amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock, work in progress and stock purchases.

Note: The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

Outstanding Debit Balances

The total outstanding debit balances last recorded by the Insured under the provisions of Condition 4, adjusted for

- a bad debts
- b 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 to which the total last recorded relates and the date of the damage and
- c any abnormal condition of trade which had or could have had a material effect on the Business, so that the figures adjusted shall represent as nearly as reasonably practicable those which would have obtained at the date of the damage had the damage not occurred.

Maximum Indemnity Period

24 months.

Indemnity Period

The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the damage.

Turnover

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

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage.

Annual Turnover

The Turnover during the twelve (12) months immediately before the date of the damage.

Standard Turnover

The Turnover during the period corresponding with the Indemnity Period in the twelve (12) months immediately before the date of the damage appropriately adjusted where the Indemnity Period exceeds twelve (12) months.

Notes:

- 1 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.
- 2 To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

Damage

Destruction, damage or loss insured under Sections 1 and 7 of this Policy.

Cover

A If during the Period of Insurance the Business carried on by the Insured at the Premises is interrupted or interfered with as a direct result of Damage Allianz will indemnify the Insured in respect of Item 1.

- 1 The loss of Gross Profit due to
 - a Reduction in Turnover and
 - b Increase in Cost of Working and the amount payable as indemnity shall be
 - i in respect of Reduction in Turnover: the sum produced by applying the rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover
 - ii 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 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 and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

- 2 The reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by Allianz under the terms of Policy Condition 6 and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.
- B In the event of loss or damage occurring during the Period of Insurance by any cause covered by Section 1 Trade Contents to the Insured's books of account or other business books or records at the Premises which results in the Insured being unable to trace or establish the Outstanding Debit Balance in whole or in part due to the Insured then Allianz will pay to the Insured under Item 2 the amount resulting from such loss or damage**

but not exceeding

- a the difference between
 - i the Outstanding Debit Balances and
 - ii the total of the amounts received or traced in respect of such balances
- b the additional expenditure incurred with Allianz's previous consent in tracing and establishing customers' debit balances after the damage
- c the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details of any other proofs, information or evidence as may be required by Allianz under the terms of Policy Condition 6 and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that Allianz's liability under this Section during any one Period of Insurance shall not exceed the Sums Insured stated in the Complete Retailer Schedule.

Extensions

Cover under this Section includes

1 Denial of Access

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of destruction, damage or loss caused by any Event covered under Section 1 Trade Contents to property in the vicinity of the Premises which shall prevent or hinder the use of or access to the Premises, whether the Insured's property or the buildings at the Premises be damaged or not.

2 Public Utilities

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of destruction, damage or loss caused by any Event covered under Section 1 Trade Contents to property at any Electricity Station or Sub-Station, Gas Works or Water Works of the Public Supply Undertaking from which the Insured obtains electric current, gas or water.

3 Specified Illnesses

Loss as a direct result of

- a any occurrence of a Specified Illness at the Premises or attributable to food or drink supplied from the Premises
- b any discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness
- c any occurrence of a Specified Illness within a radius of 25 miles of the Premises
- d any occurrence of Legionellosis at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- e the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- f any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- g any occurrence of murder or suicide at the Premises.

Special Provisions

- 1 'Specified Illness' shall mean illness sustained by any person resulting from
 - a food or drink poisoning, or
 - b Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them.
- 2 'Legionellosis' shall mean illness sustained by any person resulting from any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.
- 3 For the purpose of this Extension 'Indemnity Period' shall mean the period during which the results of the Business shall be affected in consequence of the damage beginning
 - a in the case of 3a, 3b, 3c and 3g above with the date of the occurrence or discovery
 - b in the case of 3d, 3e and 3f above with the date from which the restrictions on the Premises are appliedand ending not later than 12 months thereafter.
- 4 Allianz shall not be liable under this clause for any costs incurred in cleaning, repair, replacement, recall or checking of Property.
- 5 Allianz shall only be liable for loss arising at the Premises which are directly subject to the incident.
- 6 The Insured in so far as it is reasonably practical shall ensure compliance with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary replacement or amending Code of Practice.
- 7 Notwithstanding Special Provision 4 the insurance by this Extension extends to include costs and expenses necessarily incurred with Allianz's consent in
 - a cleaning and decontamination of Property used by the Insured for the purpose of the Business (other than stock in trade)

- b removal and disposal of contaminated stock in trade

at or from the Premises, the use of which has been restricted on the order or advice of the competent local authority solely in consequence of the incident as defined above, provided that Allianz's liability shall not exceed £5,000 in any one Period of Insurance, after the application of all other terms and conditions of this Section and of the Policy.

4 Suppliers Premises

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of destruction, damage or loss caused by any Event covered under Section 1 Trade Contents to property at the premises of any of the Insured's suppliers in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except for destruction, damage or loss as described under Event 11 of Section 1 Trade Contents. Allianz's liability under this Extension in respect of any one location is limited to £10,000.

5 Records Removed and in Transit

The insurance extends to include the amount of any loss ascertained in accordance with the provisions of this Section resulting from loss or damage

- a in any premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man occupied by persons acting on the Insured's behalf and to which the Insured's books of accounts or other records are temporarily removed
- b to the Insured's books of account or other business books or records whilst in transit within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

6 Subsidence, Ground Heave or Landslip

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of destruction damage or loss caused by Subsidence or Ground Heave of any part of the site on which the property stands, or Landslip excluding

- 1 damage resulting from
 - a the normal settlement or bedding down of new structures
 - b the settlement or movement of made-up ground
 - c coastal or river erosion
 - d defective design or workmanship or the use of defective materials

- e fire subterranean fire explosion earthquake or escape of water from any tank apparatus or pipe
- 2 damage which commenced prior to the inception of this cover
- 3 damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, at the same Premises
- 4 the first £1,000 of each and every loss at each separate Premises.

Special Condition

Insofar as this insurance relates to Subsidence, Ground Heave or Landslip this Policy shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

Condition 3. Material Damage shall not apply to this Extension.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure

- 1 deliberate falsification of business records
- 2 the deliberate act of the Electricity Authority in restricting or withholding electricity supply
- 3 wear and tear and gradual deterioration, vermin, rust, damp or mildew
- 4 the connivance of any employee.

Conditions

The Policy Conditions except 15 and 16 apply to this Section and in addition

1 Alteration

This Section shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance unless its continuance be admitted by Memorandum signed by Allianz or on their behalf.

2 First Financial Year

In the event of the loss occurring before the end of the first financial year of the Business the results of the Business to the date of the damage shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this Section.

3 Material Damage

It is a condition precedent to any liability under this Section (other than in respect of the prevention or hindrance of the use of the Premises) that there shall be in force an insurance covering the Insured's interest in the property at the Premises against such damage and payment shall have been made or liability admitted therefor under such insurance.

4 Keeping Records

The Insured shall at the end of each month record the total amount outstanding in customer's accounts at that time, and a copy of such records shall be kept at a place other than the Premises.

Section 6 – Liabilities

Definitions

Injury

- a bodily injury, death, disease, illness, mental injury or nervous shock.
- b invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person other than an Employee.

Employee

- a any person under a contract of service or apprenticeship with the Insured
- b any of the following persons whilst working for the Insured in connection with the Business
 - i any self employed person providing labour only
 - ii any person who is borrowed or hired by the Insured
 - iii any trainee or person undergoing work experience.

Business

The business specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which includes

- a the ownership, maintenance and repair of Premises used for the business
- b the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
- c the execution of private duties by Employees of the Insured for any partner director or senior official of the Insured.

Geographical Limits

- a Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- b any other member country of the European Union
- c elsewhere in the world in respect of injury loss or damage caused by or arising from
 - i non-manual activities of any person normally resident within the territories specified in Geographical Limits part a. and occurring during any journey or temporary visit
 - ii Products.

Products

Any goods or other property sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured and not in the Insured's charge or control.

Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land and the atmosphere and
- b all injury loss or damage directly or indirectly caused by such pollution or contamination.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Offshore Installations

- a any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c any pipe or system of pipes in the sea or tidal waters
- d any installation which is intended to provide accommodation for persons who work on or from the locations specified in a, b or c.

Cover

Event 1 – Employers Liability

Allianz will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Geographical Limits during the continuance of this Section provided that any action for compensation in respect of such Injury is brought in a Court of Law within a Member country of the European Union.

Event 2 – Public and Products Liability

Allianz will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- a Injury to any person except as provided under Event 1
- b loss of or damage to material property

- c** nuisance, trespass or interference with any easement or right of way, light, air or water resulting in financial loss

occurring within the Geographical Limits during the Period of Insurance in connection with the Business.

Costs and Expenses

Allianz will pay costs and expenses incurred by it or with its written consent

- a** in connection with the defence of any claim
- b** for representation of the Insured
 - i** at any Coroner's Inquest or Fatal Accident Inquiry in respect of death
 - ii** at proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage

which may be the subject of indemnity under this Section.

Limits of Indemnity

- a** Under Event 1 Allianz's liability for all compensation costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the limit stated in the Complete Retailer Schedule.
- b** Under Event 2 Allianz's liability for all compensation and claimants costs and expenses payable in respect of
 - i** any one claim or series of claims arising out of one occurrence
 - ii** all claims arising out of Injury, loss and damage occurring during any one Period of Insurance and caused by or arising from Products
 - iii** all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insuranceshall not exceed the limit stated in the Complete Retailer Schedule
- c** Under Event 2 in respect of claims against the Insured made within the legal jurisdiction of the United States of America or Canada the Limit of Indemnity shall be inclusive of the amount of all
 - i** claimants costs and expenses
 - ii** costs and expenses incurred by Allianz or with its written consent in connection with the defence of such claims.
- d** Under Event 1 Allianz's liability shall not exceed £5,000,000 in respect of an act of Terrorism

- e** Under Event 2 Allianz's liability shall not exceed the limit of indemnity shown in the Complete Retailer schedule or £5,000,000 (whichever is the lesser) in respect of an act of Terrorism

For the purposes of **d** and **e** the definition of an act of Terrorism is:

any act including but not limited to the use of force or violence and/or 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.

If Allianz alleges that by reason of limitation **d** and **e** any loss damage cost or expenses is not covered the burden of proving the contrary shall be upon the Insured.

Extensions

1 Personal and Guests' Effects

Exclusion 2 shall not apply to personal effects or vehicles belonging to any partner director Employee or guest of or visitor to the Insured.

Provided that

- a** notice disclaiming liability in respect of loss of or damage to vehicles is prominently displayed in any car park for which the Insured are responsible
- b** Allianz's liability in respect of the personal effects or vehicles of said guests or visitors shall not exceed
 - i** £5,000 in respect of any one guest or visitor
 - ii** £25,000 in all in respect of any one Period of Insurance.

2 Leased, Rented or Hired Premises

Exclusion 2 shall not apply to premises (including their fixtures and fittings) leased, rented or hired to the Insured.

This Extension shall not apply to

- a** liability attaching to the Insured under the terms of any tenancy or other agreement
- b** the first £100 of each claim against the Insured in respect of loss of or damage to any such premises, fixtures or fittings caused otherwise than by fire or explosion

Allianz's liability under this Extension in respect of all loss or damage arising during any one Period of Insurance is limited to £250,000.

3 Indemnity to Other Parties

If the Insured so requests, Allianz will also indemnify the following parties

- a any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid or fire services against liability incurred in such capacity
- b any of the Insured's partners, directors or Employees against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each such party was individually named as the Insured in this Section

- c any principal for whom the Insured is carrying out any work under any contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- 1 each such party shall observe, fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply
- 2 Allianz's liability to the Insured and all parties indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity shown in the Complete Retailer Schedule.

4 Health and Safety at Work – Legal Defence Costs

Allianz will indemnify the Insured (and if they so request any of their partners, directors or Employees) subject to the terms of this Section in respect of

- a costs and expenses incurred with Allianz's written consent
- b costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings

brought in respect of any offence under the Health and Safety Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- a Allianz shall have the absolute conduct and control of all the said proceedings and appeals
- b Allianz will not pay for
 - i fines or penalties of any kind
 - ii proceedings or appeals in respect of any deliberate act or omission
 - iii costs or expenses insured by any other policy.

5 Contingent Motor Liability

Exclusion 4 a i shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured

- a This Extension shall not apply to such liability
 - i in respect of loss of or damage to the said vehicle
 - ii arising out of any such use in any country outside the European Union
 - iii incurred by any party other than the Insured and Extension 3 shall not apply

6 Joint Insured – Cross Liabilities

If more than one party is named as the Insured in the Complete Retailer Schedule, this Section shall apply as though each was insured separately, provided that Allianz's liabilities to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Complete Retailer Schedule.

7 Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Geographical Limits during the Period of Insurance

- a is obtained by such Employee in any Court situate in the territories specified in Geographical Limits Definition part a against any person or corporate body domiciled or operating from premises within such territories and
- b remains wholly or partly unsatisfied six (6) months after the date of such judgement

Allianz will if the Insured requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- a there is no appeal outstanding
- b the Employee shall have assigned the judgement to Allianz.

8 Consumer Protection Act – Legal Defence Costs

Allianz will indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with Allianz's written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under Part 2 of the Consumer Protection Act 1987 alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- 1 Allianz shall have the absolute conduct and control of all the said proceedings and appeals
- 2 Allianz will not pay for
 - a fines or penalties of any kind
 - b proceedings or appeals in respect of any deliberate act or omission
 - c costs and expenses insured by any other policy
- 3 Allianz's liability under this extension for all costs and expenses payable in respect of all offences alleged to have been committed during any one Period of Insurance shall not exceed £25,000.

9 Court Attendance Compensation

If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of Allianz in connection with a claim which is the subject of indemnity under this Section Allianz will pay compensation to the Insured on the following scale for each day that attendance is required:

any director or partner	£250
any Employee	£150

Exclusions

The Policy Exclusions except 1, 2 (in respect of Event 1 only) 4, 6, 7 and 8 apply to this Section and in addition it does not cover

A under Event 1, numbers 10 and 11

B under Event 2, all of the following

- 1 any liability in respect of
 - a fines, penalties or liquidated damages
 - b aggravated, punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages
- 2 liability in respect of loss of or damage to any property belonging to or in the charge or the control of the Insured
- 3 liability in respect of
 - a loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by the Insured
 - b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
 - i any such goods or other property
 - ii any defective work executed by the InsuredProvided that Exclusions 3a and 3bi shall not apply to liability in respect of loss of or damage to said goods or other property if such loss or damage is caused by or arises from
 - i any alteration, repair or servicing work executed
 - ii any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract
- 4 any liability arising out of the ownership, possession or use by the Insured or on their behalf
 - a any mechanically propelled vehicle or trailer attached thereto
 - i whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation, excepting liability arising out of the operation as a tool of any mechanical plant
 - ii if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security
 - b any craft designed to travel in on or through water, air or space (other than hand-propelled watercraft)

- 5 liability arising out of
 - a any error or omission in any advice, examination, prescription or treatment given by the Insured or anything used or supplied in connection therewith
 - b any goods dispensed, made up or manufactured by the Insured
- 6 in respect of Injury, loss or damage caused by or arising from Products
 - a any liability which attaches to the Insured solely under the terms of an agreement other than
 - i under any warranty of goods implied by law
 - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway
 - b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
 - c any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of their Power of Attorney
 - d loss of or damage to computer tapes and/or discs and information recorded thereon
- 7 liability in respect of Injury, loss or damage caused by or arising from Products exported by the Insured or with the Insured's knowledge to the United States of America or Canada
- 8 any liability in respect of
 - a Pollution or Contamination occurring in the United States of America or Canada
 - b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- 9 liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or would have been payable under such other policy had this insurance not been effected

- 10 any liability in respect of
 - a travelling to or from
 - b visiting or working on Offshore Installations
- 11 liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

Conditions

The Policy Conditions except 3, 4, 10, 15 and 16 apply to this Section and in addition

1 Compulsory Insurance Legislation

The indemnity granted by this Section in respect of Injury to any Employee is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territories specified in Geographical Limits part a but the Insured shall repay to Allianz all sums paid by Allianz which it would not have been liable to pay but for the provisions of such law.

2 Discharge of Liability

Allianz may absolve itself from any further liability in connection with any one claim or series of claims arising out of one occurrence by

- a under Event 1, payment of the specified Limit of Indemnity (after deducting any amounts already paid)
- b under Event 2, either
 - i payment of the specified Limit of Indemnity (after deducting any amounts already paid) or
 - ii payment of the balance of any maximum Limit of Indemnity for any one Period of Insurance

whichever is the less, together with the amount of any costs and expenses paid to date not included in the Limit of Indemnity.

Section 7 – Buildings

Definitions

Property Insured

The building and outbuildings situate at the Premises built of brick, stone or concrete and roofed with slate, tile, metal, concrete or felt on timber including walls, gates and fences, landlord's fixtures and fittings.

Sum Insured

- a Allianz's liability under this Section is limited to the Sum Insured shown in the Complete Retailer Schedule.
- b Index Linking
 - i The Sum Insured will be adjusted each month by the percentage change in the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable Index decided upon by Allianz).
 - ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month three (3) months before renewal month
 - iii In the event of insured loss or damage the monthly Index Linking adjustments will continue during the period between the date of loss or damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after loss or damage is limited to one (1) year.

All Risks Cover

Events 1-10 described under Section 1 Trade Contents of this Policy, incorporating the relevant exclusions and in addition the following Event 11:

Event 11

Accidental damage of a sudden and unforeseen nature excluding destruction of or damage to the Property Insured caused by collapse, cracking, frost, landslip, subsidence, ground heave or settlement and the first £250 of each claim.

Cover

Allianz will indemnify the Insured in respect of destruction, damage or loss of or to the Property Insured occurring during the Period of Insurance by any of the Events shown.

The amount payable in the event of destruction damage or loss of or to the Property Insured subject to the terms of this Section and the Policy Exclusions and Policy Conditions shall be the cost of repair or replacement of the damaged property without deduction for wear and tear.

Extensions

Cover under this Section includes

1 Underground Services

The cost of repairing accidental damage to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

2 Removal of Debris

The costs and expenses necessarily incurred by the Insured with Allianz's consent in

- a removing debris
- b dismantling or demolishing
- c shoring up or propping

of the portion or portions of the Property Insured destroyed or damaged by any Event covered under this Section.

3 Architects' Surveyors' and other Fees

Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the Property Insured following damage by any Event insured by this Section. This Extension does not apply in respect of fees for preparing any claim.

4 Statutory or Local Authority Costs

The costs incurred following damage by any Event insured by this Section of reinstatement of the Property Insured to comply with statutory building regulations or Municipal or Local Authority bye-laws provided that notice has not been served on the Insured prior to the damage.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure

- 1 consequential loss of any kind or description
- 2 destruction of or damage to electrical equipment by short circuiting or overrunning not resulting in fire
- 3 loss or damage due to theft or attempted theft by or in collusion with any member of the Insured's family business staff or domestic servants
- 4 loss due to any person obtaining property by deception.

Conditions

The Policy Conditions apply to this Section.

Section 8 – Loss of Licence

Definitions

The Licence

The Premises Licence(s) granted to the Insured for the sale of excisable liquors and/or the provision of entertainment in connection with the Business at the Premises.

Loss of Licence

- i forfeiture, suspension or withdrawal of The Licence under the provisions of legislation governing such licences, or
- ii refusal to renew The Licence after due application to the appropriate licensing authority

during the Period of Insurance.

Licensing Authorities

Licensing Authorities are those authorities authorised under section 3 of the Licensing Act 2003.

Designated Premises Supervisor

The Designated Premises Supervisor is the individual specified in the licence as the premises supervisor as defined by section 15 of the Licensing Act 2003.

Operating Schedule

The Operating Schedule is the document that sets out the relevant licensable activities as defined by section 17 of the Licensing Act 2003.

Gross Profit

The amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock, work in progress and stock purchases.

Note:

The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

Maximum Indemnity Period

12 Months

Indemnity Period

The period beginning with the occurrence of the damage and ending no later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Loss of Licence.

Turnover

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

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Loss of Licence.

Cover

In the event of Loss of Licence Allianz will indemnify the Insured for:

- 1 the loss of Gross Profit
- 2 any reasonable additional expenses incurred in maintaining the Gross Profit

Limit of Liability

Allianz's liability under this Section during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule.

If Allianz shall be liable to indemnify more than one party the aggregate amount of indemnity to all parties shall not exceed the Sum Insured stated in the Schedule.

Basis of Settlement

- 1 In respect of Gross Profit the amount payable as indemnity shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Loss of Licence fall short of the Turnover during the period corresponding with the Indemnity Period in the twelve (12) months immediately before the Loss of Licence.
- 2 In respect of any reasonable expenses the amount payable as indemnity shall be any reasonable expenses incurred with the consent of Allianz in maintaining the Gross Profit during the Indemnity Period provided that the amount payable shall not exceed the loss avoided under (1) above.

Basis of Settlement Adjustments

- 1 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 Loss of Licence or which would have affected the Business had the Loss of Licence not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Loss of Licence would have been obtained during the relative period after the Loss of Licence.
- 2 To the extent that the Insured are accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.
- 3 If within the Indemnity Period the Premises are sold the amount payable shall be the reduction in the value of the Premises in consequence thereof less any sum already paid in connection with the Loss of Licence.
- 4 In the event of the Loss of Licence occurring before the end of the first financial year of the Business, the results of the Business to the date of the Loss of Licence shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this Section.
- 5 Allianz will reimburse the Insured reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by Allianz under the terms of Policy Condition 6 and reporting that such particulars or details are in accordance with the Insured's book of account or other business books or documents.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not cover the following:

- 1 any loss for which the insured is entitled to obtain compensation under the provision of any statute following refusal to renew The Licence
- 2 any loss arising from the alteration of the law governing the grant, renewal, transfer, surrender, forfeiture, suspension or withdrawal of The Licence after the commencement of the Period of Insurance, unless Allianz confirms in writing that this clause will continue to apply after such alteration

- 3 forfeiture, suspension, withdrawal or lapsing of The Licence as a result of:
 - a actual or proposed compulsory acquisition of the Premises
 - b any scheme of town or county planning, improvement or redevelopment
 - c failure, other than for good cause, to keep the Premises open during the permitted hours
 - d failure to comply with any direction or requirement of Licensing Authorities or any other like authority
 - e failure to maintain the Premises in good sanitary and general repair
 - f alteration of the Premises without the consent of the appropriate authority
 - g the death or insolvency of the licence holder
 - h the licence holder being declared mentally incapable
 - i the Designated Premises Supervisor losing their personal licence
 - j the failure to notify the authorities about changes to the Operating Schedule
- 4 forfeiture, suspension, withdrawal or lapsing of The Licence occasioned, wholly or in part, by any act or omission of the Insured or by the Insured's failure to take all reasonable action to maintain The Licence in force.
- 5 forfeiture, suspension or withdrawal of The Licence following police objections, unless The Licence is subsequently withdrawn by the Licensing Authorities.

Conditions

The Policy Conditions except 15 and 16 apply to this Section and in addition

1 Notification of Matters Affecting the Licence

The Insured shall give notice to Allianz immediately on becoming aware of any:

- a notice, caution or complaint against the Premises or the control of the Business at the Premises or against any licence holder, manager, tenant, Designated Premises Supervisor or any other occupier of the premises

- b legal proceeding against or conviction (other than convictions regarded as “spent” under the Rehabilitation of Offender Act current at the time) of any licence holder, manager, Tenant, Designated Premises Supervisor, or other occupier of the Premises for any breach of licensing laws or any other circumstance whereby the character or reputation of the person is affected or called into question in respect of their honesty, moral standing or sobriety
- c other circumstances which may result in a claim being made
- d objection to renewal or any other circumstance which might prejudice renewal of The Licence
- e transfer, surrender or proposed transfer or surrender of The Licence
- f change in the management or tenancy of the premises
- g alteration in the Business at the Premises

and supply such information and give such assistance as the Allianz may reasonably require.

2 Action by the Insured

In the event of death, insolvency, or incapacity of, or the conviction or absconding of, any licence holder, manager, tenant, Designated Premises Supervisor, or other occupier of the Premises, the Insured shall at the request of Allianz take all reasonable practicable steps to secure a replacement for such person, such replacement being acceptable to Licensing Authorities or any other like authority governing transfer of The Licence.

3 Alteration

This Section shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or the Insured’s interest ceases otherwise than by death at any time after the commencement of this Insurance unless its continuance be admitted by memorandum signed by Allianz or on their behalf.

4 Additional Claims Condition

The Insured shall

- a within 24 hours of becoming aware of a Loss of Licence or Lapsing of The Licence or of any circumstances likely to prejudice continuance of The Licence, give notice to Allianz and as soon as possible thereafter provide a written statement substantiating the claim together with such documents, statements and accounts Allianz may reasonably require
- b give Allianz such access to the Premises and to the Insured’s books that Allianz may require to quantify the amount of the loss
- c give Allianz all necessary assistance Allianz may require to appeal against such Loss of Licence or lapsing of The Licence
- d if practicable, and if required by Allianz, apply for the grant of a new licence for the same or for alternative premises to enable the continuance of the Business or of a similar business

Section 9 – Legal Expenses

Definitions

Costs

- 1 Any unrecovered professional fees and expenses reasonably and properly charged by the Legal Representative, up to the amounts agreed by the Insurer.

and
- 2 Opponents costs which the Insured is ordered to pay by a court, or under a settlement made with another party with the agreement of the Insurer

Insured

The insured named and shown in the Schedule and, at the request of the insured, any partners, directors and employees of the insured.

Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the Insured with the agreement of the Insurer to act for the Insured in accordance with the terms of this Section.

Reasonable Prospects of a Satisfactory Outcome

Reasonable prospects of a satisfactory outcome only exist if:

- a the Insured is more likely than not to succeed assuming the case was determined at trial or other final hearing at first instance and where the likely damages claimed and recovered by or against the Insured will exceed the Insured's own likely Costs; or
- b any lawyer appointed by the Insurer or any other lawyer appointed on behalf of the Insured would advise a reasonable private paying client to proceed, having regard to the prospects of success and taking into account all of the circumstances of the claim.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover

The Insurer will indemnify the Insured in respect of the insured Events which begin during the Period of Insurance and occur within the Territorial Limits and arise out of the Insured's normal Business activities. The Insurer must agree that there are Reasonable Prospects of a Satisfactory Outcome at all times. Any legal action arising from the insured Events must be brought within the Territorial Limits.

Lawphone Legal Helpline

A telephone advisory service provided by the Insurer:

- a to advise the Insured on business related legal matters, and
- b for the Insured to report all Claims under this Section to the Insurer.

Limits

- 1 The most the Insurer will pay for all claims arising from one occurrence under Events 1 & 2 is £50,000
- 2 Under Events 1 & 2 the Insurer will not provide cover for 10% of all Costs which the Insured cannot get back at the end of the claim.
- 3 Under Event 3 the most the Insurer will pay is £100 a day for a maximum of 20 days.

Events

1 Property

The Insurer will pay the Costs for legal action over a dispute relating to

- a Physical Damage caused to the Premises by another person or organisation that results in proven financial loss to the Insured.
- b Physical Damage caused by another person or organisation to the Insured's Property at the Premises that results in proven financial loss to the Insured.
- c the Insured's tenancy agreement.

2 Prosecution Defence

The Insurer will pay the Costs of defending the Insured's legal rights (including making an appeal

against a conviction or sentence) after any Event resulting in criminal proceedings being brought against the Insured for an actual or alleged offence arising out of the Insured's Business activities.

3 Jury Service

If the Insured has to go to court for jury service, the Insurer will pay the salary or wages that the Insured cannot get back from the court.

Exclusions

The Policy Exclusions apply to this Section and in addition it does not cover the following:

- 1 In respect of Event 1 – Property, any disputes relating to, or arising from
 - a Damage caused by mining or subsidence
 - b rent or service charges, business rates, tax, planning or buildings regulations or decisions.
 - c any actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged contract between the Insured and a third party.
 - d any injury or Damage relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - e the renewal of a lease or tenancy agreement.
 - f the freehold or leasehold or commonhold or title of the property.
- 2 In respect of Event 2 – Prosecution Defence, any prosecutions relating to or arising from:
 - a tax or VAT matters
 - b any prosecution or licence appeal relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - c any pollution incident.
 - d bodily injury, illness, disease or death.
 - e loss, destruction or damage to property.
 - f alleged or actual breach of any duty owed as a director or officer of the Insured.
- 3 Any dispute or claim that does not relate to the Insured's normal Business activities.
- 4 Any fines or penalties.
- 5 Disputes relating to partnerships.
- 6 Any application for judicial review or other challenge to any legislation or proposed legislation.
- 7 Disputes relating to share rights.
- 8 Anything to do with franchise or distribution agreements.
- 9 Any claim to do with patents, copyrights, merchandise marks, trade marks, registered designs, or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- 10 Disputes between the Insured and the Insurer.
- 11 Costs the Insurer has not agreed to in writing.
- 12 Costs covered by another insurance policy.
- 13 Costs paid directly to the Legal Representative or any other person without permission from the Insurer.
- 14 Any VAT which the Insured can recover from elsewhere.
- 15 Disputes or claims arising from a deliberate, conscious, intentional or reckless act by the Insured or where the Insured has shown willful disregard for the need to take all reasonable steps to avoid, prevent and limit any such claim.
- 16 Any claim where the Insured;
 - a becomes insolvent (or commits an act of insolvency or bankruptcy), or
 - b enters into liquidation, or
 - c makes an arrangement with the people the Insured owes money to, or
 - d enters into a deed of arrangement, or
 - e has part or all of his affairs assets or property placed in the care or control of a receiver or a liquidator, or
 - f has an administrative order over his affairs assets or property.
- 17 Any dispute to do with written or verbal remarks which damage the Insured's reputation.

Conditions

Policy Conditions 2,3,6,7,8,10 and 11 apply to this Section and in addition the following

If you do not keep to these conditions the Insurer will have the right to withdraw cover for this Section, refuse any claim and withdraw from any current claims.

- 1 The Insured must do the following:
 - a give the Insurer written details of any claim along with any other supporting information that the Insurer asks for.
 - b make any claim within six (6) months of the date of the Event which gave rise to the dispute.
 - c follow the Legal Representative's advice and provide any information requested.
 - d take every step to recover Costs and pay them to the Insurer.
 - e get written permission from the Insurer before making an appeal.
 - f make sure that the Legal Representative keeps to condition 2 below
- 2 The Insured's Legal Representative must:
 - a obtain written permission from the Insurer before instructing a barrister or expert witness.
 - b tell the Insurer if, at any stage, there are no longer Reasonable Prospects of a Satisfactory Outcome.
 - c tell the Insurer immediately if the opponent in the case makes a payment into court or any other offer to settle the matter
 - d report the result of the claim to the Insurer when it is finished
- 3 The Insurer has the right to do the following:
 - a Take over and conduct in the Insured's name, any claim or proceedings.
 - b settle a claim by paying the amount in dispute
 - c appoint the Legal Representative in the Insured's name and on the Insured's behalf
 - d have any legal bill audited or assessed
 - e contact the Legal Representative at any time, and have access to all statements, opinions and reports

- f end the Insured's cover if, during the course of the claim, the Insurer thinks that Reasonable Prospects of a Satisfactory Outcome no longer exist. If the Insured continues the claim and gets a better settlement than the Insurer expected, the Insurer will pay reasonable Costs which cannot be recovered by the Insured from anywhere else
- g at the end of the claim, settle the Costs covered by this Section if they cannot be recovered by the Insured from anywhere else.

- 4 The Insurer will not have to keep to any agreement between the Insured and the Legal Representative or any other person or organisation
- 5 At any time before the Insurer agrees that legal proceedings need to be issued or defended in respect of any Claim for which they have granted consent, the Insurer will choose the Legal Representative to act in the name of and on behalf of the Insured. The Insured can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Insurer cannot act for the Insured.

In all cases the Legal Representative will be appointed in the name of and on behalf of the Insured.

The Insurer's liability to provide Cover under this policy will cease immediately with no liability to indemnify the Insured in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured under the terms of this Section, if:

- a due to the conduct of the Insured, the Legal Representative reasonably refuses to continue acting for the Insured, or
- b the Insured dismisses the Legal Representative without the Insurer's agreement.

In respect of any claim which has been accepted by the Insurer, the Insured must use best endeavours and take all reasonable measures to minimise the cost and effect of any claim under this Section.

If the Insured fails to comply with this requirement then the Insurer will have the right to adjust its liability under this Section to the extent that a claim would have cost the Insurer had the Insured complied.

- 6 Any dispute between the Insured and the Insurer concerning this Section shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the Territorial Limits.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in favour of the Insurer, the Insured's costs will not be recoverable under this Section.

The decision will be final and binding upon both the Insured and the Insurer and cannot be the subject of an appeal.

- 7 Every notice which needs to be given under this Section must be given in writing as follows
- a If the Insurer gives notice, it must be sent to the last known address of the Insured
 - b If the Insured gives notice, it must be sent to the Insurer's Head Office at the address shown under 'How to make a claim'

The Insured must not appoint a solicitor himself. If the Insured has already seen a solicitor before the Insurer has accepted the claim, the Insurer will not pay any fees or other expenses that the Insured has incurred.

If the Insured's claim is covered, the Insurer will appoint the Legal Representative that they have agreed to in the Insured's name and on the Insured's behalf and will only start to pay the Costs from the time the Insurer has accepted the claim and agreed to appoint the Legal Representative.

How to make a claim

To make a claim under this Section, call Lawphone on 0870 241 4140 and quote master policy number 36384. The Insured will be asked for a brief summary of the problem and these details will be passed to an adviser who will return the Insured's call. The Insurer will arrange for a claim form to be sent out. Please fill in the claim form and send it to the Claims Department at:

Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bristol
BS32 4QW

The Insurer will contact the Insured once the claim form has been received.

Additional Benefits

24 Hour Lawphone

With this policy you gain the automatic benefit of access to a team of qualified Legal Advisers for advice on any commercial legal matter. The service which operates on a 24 hours a day 365 days a year basis provides immediate telephone advice.

To use this service ring 0870 241 4140. Please state your name and master policy number 36384. The information will be passed to an adviser who will return your call.

All areas of Business law are covered. This advice is available during the currency of the policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network. The Insurer may record calls to protect the Insured

Glass Replacement

Broken glass is dangerous for both yourself and your customers and in some circumstances, can be a major security risk. Allianz have negotiated a special arrangement for you, with one of Britain's leading glass replacement specialists, Solaglas.

Solaglas will bill us direct – you pay nothing except the policy excess and the VAT.

The service is available 24 hours a day, all year round, Telephone FREE 0800 474747.

Business Link

Running a business means facing a constant stream of challenges and opportunities often with limited resources. Business Link is a highly committed, national network of independent local business advice centres. Whether you're looking for help with management techniques, finance, export skills, design, technology, marketing or information technology, one phone call will put you in touch with your local Business Link and its highly experienced team of expert with hands-on experience.

To contact Business Link,
Telephone 0845 6009006.

Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices)
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage

Please provide as much information as possible about the claim, and your policy reference if available

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult your insurance adviser
- You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your insurance adviser
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your insurance adviser before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them

- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your insurance adviser, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you via your insurance adviser by letter or by telephone.

Claims Handling Centres

Birmingham

PO Box 11309
Birmingham
B37 7WZ

Telephone: 0845 071 5151

Bristol

PO Box 2198
Bristol
BS99 7LH

Telephone: 0845 071 2121

Glasgow

PO Box 26725
Glasgow
G2 5YB

Telephone: 0845 071 2727

Leeds

PO Box 564
Leeds
LS1 4WJ

Telephone: 0845 071 0347

Milton Keynes

PO Box 5525
Milton Keynes
MK9 2XR

Telephone: 0845 071 0335

Manchester

PO Box 4116
Manchester
M60 3YE

Telephone: 0845 071 0340

Woking

PO Box 952
Woking
GU21 6XQ

Telephone: 0845 071 9191

Lines are open Monday to Friday

Legal Expenses Claims

If your policy contains Legal Expenses and you need to make a claim under this section the following claims handling office should be used:

Allianz Legal Protection

Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW

Telephone: 0870 241 4140

Lines are open Monday to Friday

Complaints Procedure

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown in your policy documentation or alternatively contact the Customer Satisfaction Manager at:

Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone: 01483 552438

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.
Allianz Insurance is authorised and regulated by the Financial Services Authority. Our registration number is 121849.
This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234