



Hotels and Guesthouses Policy Wording



Notices.....	3
Documentation	3
Your compliance with policy terms	3
Defined terms	3
Understanding this policy	3
How to make a claim – Sections one to nine and eleven	3
Legal expenses helpline services – Section ten	3
Legal expenses web-based services – Section ten	4
How to make a complaint - Sections one to nine and eleven	4
Compensation	5
Data protection statement	5
Insurance premium tax.....	6
Choice of law and jurisdiction	6
Trading sanction(s) restrictions.....	6
Excess aggregation.....	6
Agreement to insure	7
Meanings of defined terms.....	9
General conditions	12
General exclusions.....	16
Section one: Buildings	18
Section two: Contents.....	24
Section three (A): Business interruption	36
Section three (B): Loss of accounts receivable	40
Section four: Loss of liquor licence	42
Section five: Subsidence.....	44
Section six: Theft by employees	46
Section seven: Specified all risks	48
Section eight: Terrorism	50
Section nine (A): Employers’ liability.....	52
Section nine (B): Public and products’ liability	54
Section ten: Legal expenses	59
Section eleven: Household contents.....	69

Notices

Documentation

This document the **schedule** and any endorsement(s) attaching to this document and/or **schedule** constitute the **policy**, which is the insurance contract and sets out the terms of this insurance between **you** and **us**.

Your compliance with policy terms

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may result in **your** claim being refused or reduced where that claim has been affected by **your** failure to comply.

Defined terms

Certain words or phrases in this **policy** have specific meaning as defined within this **policy** and wherever these words appear in bold in this **policy** the defined meanings shall apply. These defined words or phrases can be found under the Definitions section of this **policy**.

Understanding this policy

This **policy** must be read by **you** in its entirety as conditions, exclusions and other limitations apply.

The **policy** is made up of different classes of insurance, which are set out in separate sections of this **policy** with specific terms applying to each section separately in addition to general terms applying to all the sections. The cover **you** have selected under this **policy** is shown in the **schedule**.

You must ensure that the cover **you** have purchased under this **policy** is adequate for **your** needs.

If **you** think there is a mistake in or a change needs to be made to this **policy**, then **you** must immediately notify **your insurance broker**.

How to make a claim – Sections one to nine and eleven

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided under the Claims notification condition and Claims procedure condition under this **policy's** General conditions.

24 Hour Claims Line: 0207 256 3102
Address: Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH

Our claims helpline is open 24 hours a day, alternatively **you** can contact **your insurance broker** who will help **us** deal with **your** claim quickly and fairly.

Telephone calls may be monitored and recorded.

Legal expenses helpline services – Section ten

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** that **you** are a Folgate policyholder.

Legal Advice Service: 0344 893 5726

We provide confidential legal advice over the phone on any commercial legal issue affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible, the Legal Advice service aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit **you**.

Our legal advisers provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisers. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call **you** back.

Tax Advice Service: 0344 893 5726

We offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

Tax advice is provided by tax advisers 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling Service: 0344 893 9012

We will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The Counselling service helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

Legal expenses web-based services – Section ten

DASbusinesslaw

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

To access DASbusinesslaw, **you** will need to register at www.dasbusinesslaw.co.uk, using **your DAS** policy number TS5/5541422. When registering, please enter the following code which will provide **you** with access to a range of free documents: DAS472301. When prompted to input **your** company name, please insert the name of **your business**. If **you** experience any problems accessing the service, please email details of **your** problem to businesslaw@das.co.uk, quoting the above **DAS policy** number in the subject box.

Employment Manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at employmentmanual@das.co.uk with **your** email address, quoting **your DAS** policy number TS5/5541422, and **we** will contact **you** by email to inform **you** of future updates to the information.

How to make a complaint - Sections one to nine and eleven

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly and **we** are committed to providing **you** with the highest standard of service at all times.

If at any time **you** have any concerns regarding **your** contract of insurance, **you** should in the first instance refer to **your insurance broker**.

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. It may be that **we** can resolve **your** complaint over the telephone and **you** can contact the relevant department on 0207 256 3100.

Should **you** feel that **we** have been unable to offer **you** a resolve by telephone, please email **us** at complaints@folgateltd.com or alternatively write to:

The Chief Operating Officer at Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH.

Your complaint may require further investigation. If so, **we** will send **you** a written acknowledgment within 5 working days stating:

- How **your** complaint will be handled
- Who will handle **your** complaint
- What **you** need to do, if anything.

Your complaint will be investigated by one of **our** trained staff and a detailed response will be sent to **you** within 8 weeks of **us** receiving **your** complaint. If **you** have any concerns in the meantime, **you** can contact the person identified on the acknowledgment letter. **Our** response will either:

- Accept **your** complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so
- Explain why **we** are not in a position to give **you** a final response and let **you** know when **we** expect to be able to provide it

If **you** are not satisfied with **our** final response or if **we** have been unable to resolve it within 8 weeks, **you** may be eligible to refer **your** complaint to the Insurance Division of the Financial Ombudsman Service who will independently consider **your** complaint free of charge at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

You can also contact them on 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Please note:

- a) You must refer your complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- b) The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that:
 - i. has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and
 - ii. a balance sheet total of less than £5 million (or its equivalent in any other currency) or fewer than 50 employees.

Using these services does not affect **your** right to take legal action.

How to make a complaint - Section ten

DAS always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at:-

DAS Customer Relations Department, **DAS** Legal Expenses Insurance Company Limited, **DAS** House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively **you** can phone **us** on 0344 893 9013 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, and are a small business, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

You can also contact them on 0800 023 4567 (free from mobile phones and landlines), 0300 123 9123 or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at PO Box 6806, Wolverhampton, WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk.

Using these services does not affect **your** right to take legal action.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **we** are unable to meet **our** obligations under this **policy**. If **you** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: www.fscs.org.uk

Financial Services Compensation Scheme

Address: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Data protection statement

The privacy and security of **your** personal data is very important to **us** and will be properly managed with appropriate security measures in place.

We will collect and process data (including sensitive personal information) about any person insured under the **policy** for its administration, the handling of claims and the provision of customer services, and **we** may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **your** express consent. All data provided by **you** about other people to be insured, such as family, friends or other associates, must be with their permission. It is your responsibility to inform them about **our** use of their personal data.

Data will not be retained for longer than necessary and unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data that may be transferred outside the European Economic Area will have equivalent protection.

For full information as to how data is processed, who it is shared with, how long it is kept or as to the exercise of any rights under any data privacy laws, please refer to **our** Privacy Policy available at <http://www.folgate ltd.com/privacy-policy-folgate-insurance/>.

For a paper copy of **our** Privacy Policy, **you** can contact **us** by:

Email: data@folgate ltd.com

Post: 80 Leadenhall Street, London, EC3A 3DH

If **you** are not satisfied with the way in which any personal data has been managed by **us**, **you** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: casework@ico.org.uk

Insurance premium tax

The premium payable under this **policy** may be subject to compulsory insurance premium tax, which shall be payable by **you** at the appropriate rate. The applicable insurance premium tax is shown in the **schedule** and/or on the applicable premium debit note(s) / invoice(s).

In the event that the rate or application of insurance premium tax changes during the **period of insurance** and any premium payable during the **period of insurance** is subject by law to such change or application, then that premium payable shall incorporate such change or application.

Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the beginning of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a **business** with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Trading sanction(s) restrictions

We shall not provide any cover under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Excess aggregation

Where a claim falls to be dealt with under more than one section of this **policy**, and under the terms of those sections, **you** are responsible for the **excess** in respect **damage** under each section, **we** agree that **you** will only be responsible for one **excess** in respect of that claim.

If the **excess** differs per section, **you** will be responsible to pay the higher amount.

Agreement to insure

The insurance provided by this **policy** has been arranged through APC Underwriting of 80 Leadenhall Street, London EC3A 3DH.

APC Underwriting is a trading name of Anglo Pacific Consultants (London) Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 304782.

APC Underwriting has arranged the insurance provided under this **policy** in accordance with the authorisation granted to it under a contract(s) of delegated authority by the **insurer(s)** (the reference of the delegated authority agreement(s) can be found in the **schedule**).

This **policy** is an insurance contract between **us** and **you**.

Provided the premium (including the applicable insurance premium tax) has been paid by **you** in accordance with the terms of this **policy**, **we** shall provide the insurance in accordance with the terms of this **policy**.

Only **you** and **us** can enforce the terms of this **policy**. The Contracts (Rights of Third Parties) Act 1999 will not grant any additional rights under this **policy** in favour of any third party.

Your insurers' regulatory status:

- In respect of sections one to seven and eleven

Folgate Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202146.

Folgate Insurance Company Limited is incorporated in England and Wales with registration number 00011615. The registered office is located at 80 Leadenhall Street, London, EC3A 3DH.

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 754962.

AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

- In respect of section eight

International General Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under reference number 519580.

International General Insurance Company (UK) Ltd. is registered in England and Wales with registration no. 06870207.

- In respect of section nine

Folgate Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202146.

Folgate Insurance Company Limited is incorporated in England and Wales with registration number 00011615. The registered office is located at 80 Leadenhall Street, London, EC3A 3DH.

Aspen Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202644.

Aspen Insurance UK Limited is registered in England No. 01184193. Registered office: 30 Fenchurch Street London EC3M 3BD.

- In respect of section ten

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under Section ten: Legal Expenses. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, **DAS** House Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:
DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL
Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk.
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

The above can be checked and further details obtained from:

www.bankofengland.co.uk for the PRA, and
<https://register.fca.org.uk> for the FCA

Several Liability Clause

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

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used. However, section eight: **Terrorism** and section ten: Legal expenses of this **policy** have their own Meanings of defined terms. If the meaning of a word or phrase is defined below and the same word or phrase is defined differently under section eight: **Terrorism** or section ten: Legal expenses, the definition provided under section eight: **Terrorism** or section ten: Legal expenses apply to that section only.

Accounts receivable

The total amount of the balances debited to **customers** in **your** accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to **customers'** accounts in the period between the commencement of the **period of insurance** and the date of the damage.

Acting in collusion

All circumstances where two or more **employees** are concerned or implicated together or materially assist each other in committing the act of theft.

Business

The **business** stated in the **schedule** and

- a) the provision and management of canteen, sports, social or welfare organisations for the benefit of **employees**, and fire, security, first aid and medical services
- b) private work undertaken with **your** prior consent by **employees** for any of **your** directors or senior officials.

Business hours

Any time when **you** or **your employees** with responsibility for **money** are in the **business** portion of **your hotel** for the purposes of **your business**.

Customers

All **your customers** who obtain goods from **you** or use **your** services on a credit basis.

DAS

DAS Legal Expenses Insurance Company Limited.

De jure or de facto

In law or as a matter of fact.

Deep frying

Any cooking using a fryer other than a domestic table top basket fryer.

Employee

- a) any person under a contract of service or apprenticeship with **you**
- b) any person who is hired to or borrowed by **you**
- c) any person engaged in connection with a work experience or training scheme
- d) any labour master or person supplied by them
- e) any person engaged by labour only subcontractors
- f) any self-employed person working on a labour only basis under **your** control or supervision
- g) any voluntary helper while working for **you** in connection with the **business**.

Excess

The amount for which **you** are responsible as the first part of each claim as shown in the **schedule**.

Gross income

The money paid or payable to **you** in respect of food, drink, accommodation and services provided by the **hotel** less the cost of food, drink and laundry expenses.

Guest(s)

Any person paying for overnight accommodation in the **hotel**.

Hotel

The hotel or guesthouse shown in the **schedule** including the **residential accommodation**, associated outbuildings, garages and annexes. The hotel or guesthouse, its annexes and those outbuildings used for residential purposes are built of brick, stone or concrete and roofed with slate, tile, concrete, metal, asbestos or any other non-combustible material (unless otherwise stated in the statement of facts).

Indemnity period

1. In respect of Section three (A): **Business** interruption, this means the period beginning with the happening of the **damage** and ending not later than the number of months shown in the **schedule** during which the results of the **business** are affected as a result of the **damage**.

2. In respect of Extra benefit '2. 'Notifiable disease, vermin pests and defective sanitation, murder or suicide' under Section three (A): **Business** interruption, this means:
- a) In respect of an occurrence of 1 and 2:
 - the period during which the results of the **business** shall be affected in consequence beginning with the date of the occurrence or discovery ending not later than 3 months thereafter.
 - b) In respect of an occurrence of 3, 4, 5 or 6:
 - the period during which the results of the **business** shall be affected in consequence beginning with the date from which the restrictions on the **hotel** are applied and ending not later than 3 months thereafter.
3. In respect of Section four: Loss of liquor licence, this means the period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the **business** are affected in consequence of the loss of licence, provided that if the **hotel** is disposed of within the twelve months after the loss of licence the **indemnity period** will terminate either:
- a) upon disposal; or
 - b) 12 months from the loss of licence;
- whichever is the earlier.

Injury

Death, bodily injury, illness or disease.

Insurance broker

The insurance broker or other intermediary who arranges **your** insurance under this **policy**. The insurance broker's details can be found in the Terms of Business Agreement or other documentation provided by that insurance broker to **you**

Intruder Alarm System

The component parts including the means of communication used to transmit signals.

Key Holder

You or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults or alarm signals to the **intruder alarm system** and attend and allow access to the **hotel**.

Money

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card company sales vouchers, credit card counterfoils, travellers tickets, VAT purchase receipts, contents of franking machines, gaming machine tokens, and insofar as they are not otherwise insured, holiday with pay stamps and luncheon vouchers.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Period of insurance

This is the length of time covered by this insurance (as shown in the **schedule**) and any extra period for which **we** accept **your** premium.

Policy

This document and the **schedule** and any endorsements amending and attaching to this document and/or **schedule**,

Professional duty

Contractual, tortious or fiduciary duties owed to or by **you** to or by another company, firm or individual in connection with the provision of professional services or advice.

Residential accommodation

The living quarters of the **hotel** where **you** or the resident manager or any of their family permanently reside.

Schedule

The signed and dated document incorporated into this **policy** identifying, amongst other things, **you** and the insurance cover **you** have purchased under this **policy**, together with the **period of insurance**, premium (including the insurance premium tax, if applicable), maximum amounts payable by **us**, **excess(es)** and other limitations.

Territorial limits

In respect of Sections one to seven, nine and eleven:

- a) anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than **offshore**
- b) elsewhere in the world other than **offshore**, in connection with temporary visits undertaken in the course of the **business** by any person normally resident in the territories described in a) above
- c) elsewhere in the world in respect of anything sold or supplied by **you**.

In respect of Section eight:

England, Scotland and Wales.

In respect of Section ten:

Please refer to Section ten – Meaning of defined terms under Countries covered.

Terrorism

Terrorism means an act of any person(s) 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**.

Unoccupied

Where the **hotel** or parts thereof are wholly or mainly unoccupied, unfurnished or not in use by **you** for 21 consecutive days or more.

In respect of any **residential accommodation** at the **hotel**, unoccupied means unfurnished or untenanted and not resided in regularly overnight by **you** or a tenant for 21 consecutive days or more.

We, us, our

The insurer named in **your schedule**.

You, your, insured

The person(s) or company(ies) named in **your schedule**.

General conditions

In addition to the general conditions set out immediately below, conditions specific to each section also apply and these can be found within the relevant sections of this **policy**.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible,

Arbitration condition

If any dispute arises between **you** and **us** as to the amount to be paid under this **policy** (liability being otherwise admitted) and should **you** choose not to follow **our** complaints procedure or where you are not eligible to complain to FOS, where both parties agree, such dispute may be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination.

The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Cancellation of this **policy** condition

- 1) Cancellation during the first 14 days.

If the insurance provided under this **policy** does not meet **your** requirements and provided that no claim has been made under this **policy** or **you** are not aware of any accident, incident or **circumstance** likely to give rise to a claim under this **policy**, then **you** can cancel this **policy** within 14 days of:

- a) the start date of this insurance as shown under the **period of insurance**, or
- b) the date **you** received this **policy**,

whichever is the later.

In exercising **your** right to cancel in this way, **you** withdraw from this contract of insurance from the start date as stated in the **period of insurance** shown in the **schedule**, **we** will return to **you** the premium paid.

You can do this by advising **your insurance broker** and returning this **policy** to **your insurance broker**.

- 2) Cancellation in other circumstances

- a) by **you**

You can cancel this **policy** during the **period of insurance** by giving notice to **your insurance broker**. If **you** give such notice of cancellation, the amount of return premium the **Insurer** will return to **you** will depend on:

- i. how long this **policy** has been in force, and
- ii. whether a claim has been made under this **policy** or there is a known potential claim or accident, incident or **circumstance** likely to give rise to a claim under this **policy**.

If **you** cancel this **policy** and a claim has not been made under this **policy** and there is no known potential claim or accident, incident or **circumstances** likely to give rise to a claim under this **policy**, **we** will return a share of the premium paid which shall be calculated as follows:

- i. Where the **policy** has been in force for a period up to but not exceeding 55 days from the start date as shown in the **period of insurance**, **we** shall retain 15% of the premium paid (including the applicable insurance premium tax).
- ii. Where the **policy** has been in force for a period greater than 55 days but less than 311 days from the start date as shown in the **period of insurance**, **we** shall retain that proportion of the premium paid (including the applicable insurance premium tax) that relates to the period this **policy** has been in force.
- iii. Where the **policy** has been in force for a period of 311 days from the start date as shown in the **period of insurance**, there shall be no return of premium payable.

If your **policy** is subject to survey as shown in the **schedule** then the cost of the survey will be deducted from any return premium due to **you**.

However, there will be no refund of premium:

- i. if a claim has been made under this **policy** or there is a known potential claim or accident, incident or **circumstances** likely to give rise to a claim, or
 - ii. if this **policy** is subject to a minimum and deposit premium as shown in the **schedule**.
 - iii. in respect of **section eight: Terrorism**
- b) by **us**

We may cancel this **policy** by giving **you** 30 days' written notice via **your insurance broker**. The cancellation will take effect 30 days after the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance** (other than in circumstances where **we** invoke the 'Disclosure and accuracy of information condition' and/or the 'Fraudulent claim(s) condition' in this **policy**).

Reasons **we** may cancel this **policy** include:

- i. **you** do not co-operate or supply information or documentation that **we** request which materially affects **our** ability to process the **policy** or **our** ability to defend **our** interests; or
- ii. following a survey at any of **your** premises or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**; or
- iii. the premium has not been paid; or
- iv. threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers; or
- v. the **business** is wound up, carried on by a liquidator or permanently discontinued; or
- vi. **your** interest ceases otherwise than by death; or
- vii. the information that **we** have used to form the basis on which cover and premium were offered changes.

In the event the extent of the change referred to in vii. above makes the risk unacceptable to **us** and **we** cannot continue to insure **you** for any further period, **we** will cancel the **policy** by giving **you** immediate notice via **your insurance broker**. The cancellation will take effect on the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance**.

If **you** make a fraudulent claim under this **policy** by recklessly or deliberately providing false information (see Fraudulent claim(s) condition below), then **we** shall cancel this **policy** with immediate effect from the date the fraud was committed, and the cancellation shall be in writing to **you** via **your insurance broker**.

3) Cancelling when a claim has been made

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

Change in risk information condition

If the information **you** have given **us** in relation to the insurance provided under this **policy** changes or there is any change in or variance of the risk(s), before or during the **period of insurance** then **we** need to know as it may result in:

1. **us** applying different terms, and/or
2. it being determined that **we** require a survey to be undertaken (see Survey condition under General conditions) and/or
3. a claim not being paid (in whole or in part), and/or
4. it being determined that the **policy** is no longer suitable to meet **your** needs.

You must make a fair presentation of the risk(s) to **us** if there is any change in or variance of the risk(s) before or after the start date of this insurance as shown in the **period of insurance**. An explanation of fair presentation of the risk(s) is shown under the Disclosure and accuracy of information Notice in this **policy**.

To enable **us** to assess any such changes or variations in information and/or risks **you** must tell **us** immediately or as soon as practicable of any such changes or variations. This can be done by advising **your insurance broker**.

Claims notification condition

You must:

1. as soon as reasonably practical:
 - a) give **us** notice of any circumstances which might lead to a claim under this **policy**,
 - b) give **us** all the information **we** request,
 - c) on receipt send **us** every letter, court order, summons or other legal documents served upon **you**,
 - d) tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**,
 - e) notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or

vandals.

Claims procedures condition

1. **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
2. At **your** expense **you** must provide **us** with:
 - a) full details in writing of any **injury**, loss or damage and any further information or declaration **we** may reasonably require,
 - b) any assistance to enable **us** to settle or defend a claim,
 - c) details of any other relevant insurances.
3. **You** must not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
4. Following a claim **you** must allow **us** or anyone authorised by **us**:
 - a) access to premises,
 - b) to take possession of, or request delivery to **us** of any property insured.
5. **You** must not abandon any property to **us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.

If **you** do not comply with this condition, **we** have the right to refuse to pay **your** claim.

Disclosure and accuracy of information

You must take care to give accurate and complete information relating to the insurance provided by this **policy**. In addition to the statement of facts **you** are required to disclose to **us** information including material circumstances that fairly present the risks that are or would be insured under this **policy**.

A fair presentation of the risks means that, in addition to answering the questions asked in the statement of facts, **you** must:

1. disclose to **us** every material circumstance which **you** know or ought to know or, failing that, sufficient information to alert **us** that **we** need to make further enquiries; and
2. make such disclosure in a reasonably clear and accessible manner; and
3. ensure that, in such disclosure, any material representation as to:
 - a) a matter of fact is substantially correct; and
 - b) a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **our** judgement (as a prudent underwriter) in determining whether to insure **you** and, if so, on what terms. If **you** are in any doubt as to the whether a circumstance or representation is material then **you** should disclose it.

If **you** become aware that the information **you** have given to **us** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide, before or after the start date of this insurance as shown in the **period of insurance**, then **you** must advise **your insurance broker**.

If the information **you** have given **us** in relation to this insurance proves to be inaccurate or incomplete, then **we** may:

- a) amend the terms of this **policy**, which may be applied as if they were already in place prior to any claim where the validity of that claim was impacted by the inaccurate or incomplete information, or
- b) reduce the amount **we** pay on a claim in the proportion the premium paid bears to the premium **we** would have charged **you** had the information not been inaccurate or incomplete, or
- c) treat this **policy** as if it never existed, which means no claims will be paid and the premium paid under it will be returned to **you**. This will only be done if this insurance would not have been provided.

If **we** establish that **you** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **policy**, **we** will treat this insurance as if it never existed for the **period of insurance**, which means no claims will be paid and **we** will not return the premium. If this happens **we** will advise **you** via **your insurance broker**.

Fraudulent claim(s) condition

If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your policy**, and/or
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); and/or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

We will:

- a) have no liability to pay the fraudulent claim,
- b) be entitled to recover any payments which have been made in respect of the fraud,

- c) be entitled to treat the **policy** as cancelled with effect from the time of the fraudulent act (not the discovery of it) and retain the insurance premium, and
- d) be entitled to refuse all claims arising after the date of the fraud.

We may also inform the police of the circumstances.

Reasonable care condition

You must take reasonable steps to:

1. prevent or protect against **injury**, loss or damage,
2. keep **your** premises, machinery, plant and equipment in good condition and in full working order, and
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

If **you** do not comply with this condition **you** may not receive payment in respect of a claim.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf:

1. the defence or settlement of any claim,
2. steps to enforce rights against any other party before or after payment is made by **us**.

Survey condition

This is a condition with obligation whereby if **we** require a survey(s) to be undertaken at the **hotel**, or part of the **hotel** then this survey requirement(s) will be advised to **you** before the start date of the insurance provided under this **policy** as shown under the **period of insurance** and shown in the **schedule**.

In accordance with the Change in risk condition under General conditions of this **policy**, if a change or variance in risk(s) occurs which results in the requirement for a survey to be undertaken in order for **us** to consider the change or variance in risk then this survey requirement(s) will be advised to **you** at the time **you** notify **us** of the change or variance in risk and shown in the **schedule**.

In the event a survey is undertaken, the following shall apply:

1. the survey will be undertaken by **our** authorised representative and arranged and paid for by **us**;
2. **you** shall cooperate with **us** and/or **our** authorised representative in respect of the survey(s);
3. in respect of the survey(s) and to the extent of the results of the survey(s), **we** may:
 - i) amend the terms of this **policy**, which may include a payment by **you** of an additional premium.

Such different terms, including the payment of any additional premium, shall apply on the date **you** are notified of the amended terms or at a later date if advised to **you**, in writing, by **us**, and/or
 - ii) require **you** to implement any requirements arising from the survey(s) as advised to **you** by **us**;
 - iii) cancel the **policy** with immediate effect should the survey reveal any information provided by **you** relating to this insurance proves to be inaccurate and/or incomplete.
4. **you** shall pay any additional premium and implement any requirements arising from the survey(s) within the timeframe, all as advised to **you** by **us**.

Time limit condition (not applicable to Section nine)

In no case whatsoever shall **we** be liable in respect of any claim under the **policy** first notified after:

- the expiration of twelve months from the date of the damage, or
- in respect of costs within section two property insured C (i) and C (ii) of the **policy** thirty-six months after the date of the loss, or
- in respect of damage within section three of the **policy** twelve months after the expiration of the **indemnity period**.

General exclusions

These are exclusions of the cover and apply throughout **your policy**.

These exclusions may render **your** claim null and void or reduce the amount payable. If **you** are unsure about any of the exclusions or whether **you** need to notify **us** about any matter, please contact **your insurance broker**.

Cyber terrorism

We will not cover:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
 - i. the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii. any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether your property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack**; or

- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to by, or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack**.

For the purposes of this exclusion, the following words will have the same meaning wherever they are used in this exclusion:

Data

Data means data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information.

Denial of service attack

Denial of service attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other computer systems.

Computer system(s)

Computer system(s) means a computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Hacking

Hacking means unauthorised access to any computer system whether your property or not.

Phishing

Phishing means any access or attempted access to data or information made by means of misrepresentation or deception.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer systems, computer programs, data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Date recognition exclusion

We will not cover **damage** caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But **we** will cover subsequent **damage** resulting from an insured cause, which is not excluded elsewhere in the **policy**.

This exclusion does not apply to section six (A): Employers' liability.

Electrical plant exclusion

Damage to or destruction of any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own overrunning, short-circuiting, excessive pressure or self-heating, but should fire extend to and damage or destroy any other part of the plant or appliances or other property Insured hereby, such damage or destruction is not excluded by the **policy**.

Heat processes exclusion

Loss or damage to property due to its undergoing any process necessarily involving application of heat.

Northern Ireland exclusion

Except in respect of claims arising under **section six (A): Employers Liability** this **policy** excludes any **damage**, cost or expense of whatsoever nature caused by, resulting from or in connection with:

1. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
3. riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people,

occurring in Northern Ireland.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered because of this exclusion, it will be **your** responsibility to prove that they are covered.

Pressure waves exclusion

Loss, destruction or damage, directly occasioned by pressure waves caused by aircraft, or other aerial devices travelling at sonic or supersonic speeds.

Requisition or confiscation of property exclusion

Loss or damage occasioned by or happening through confiscation, nationalisation or requisition or destruction by order of the Government or any Public Authority.

Terrorism exclusion

Except in respect of claims arising under section eight: **Terrorism** and section nine (A): Employers Liability, this **policy** excludes any damage cost or expense of whatsoever nature caused by, resulting from or in connection with:

1. any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered by this exclusion, it will be **your** responsibility to prove that they are covered.

War and nuclear risks exclusion

Except in respect of claims arising from accidents to **employees** admissible under Section nine (A)

1. loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting, or arising therefrom, or any consequential loss or legal liability of whatsoever nature caused by or arising from:
 - a) ionising radiation 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
2. any contingency occasioned by or happening through war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section one: Buildings

Your schedule will show **you** if this cover applies.

What is covered

We will indemnify **you** against loss or damage to the property insured caused by the following:

Property insured

The buildings of the **hotel** including landlord's fixtures and fittings therein and thereon, walls, gates and fences, yards, car parks and pavements, piping, ducting, cables, wires and associated control gear and accessories at the **hotel** and extending to the public mains but only to the extent of **your** responsibility.

Insured perils

What is not covered

The **excess** as shown in the **schedule**.

<p>1. Fire (including subterranean fire), explosion, lightning or earthquake.</p>	
<p>2. Storm or flood.</p>	<ul style="list-style-type: none"> ▪ Loss or damage: <ul style="list-style-type: none"> – caused by frost; – caused by subsidence, ground heave or landslip; – caused solely by change in water table levels; or – to hedges, fences, gates and moveable property in the open.
<p>3. Escape of water from any tank, apparatus or pipe (including damage to any fixed tank apparatus or pipe, caused by freezing or forcible and violent bursting).</p>	<ul style="list-style-type: none"> ▪ Loss or damage: <ul style="list-style-type: none"> – in respect of any building which is unoccupied; – caused by wet or dry rot, rust, corrosion or other wear and tear; or – caused by water from an automatic sprinkler installation.
<p>4. Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons.</p>	<ul style="list-style-type: none"> ▪ Loss or damage arising from cessation of work. ▪ As regards loss or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation: <ul style="list-style-type: none"> – loss or damage by theft; or – loss or damage in respect of any building which is unoccupied.
<p>5. Impact with the hotel by aircraft or other aerial devices or articles dropped from them, or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.</p>	
<p>6. Leakage of oil from any fixed heating installation.</p>	
<p>7. Leakage of beer and/or other beverages from pumped drink containers.</p>	
<p>8. Theft or attempted theft.</p>	<ul style="list-style-type: none"> ▪ Loss or damage: <ul style="list-style-type: none"> – in respect of any building which is unoccupied, or

	<ul style="list-style-type: none"> – from any building or part of any building not capable of being locked, or – from the open or from any yard, compound, garden or car park forming part of the hotel.
<p>9. Any other accidental loss or damage.</p>	<ul style="list-style-type: none"> ▪ Loss or damage caused by or resulting from: <ul style="list-style-type: none"> – wear, tear, the action of light or atmosphere, moths, vermin or insects; – any process of cleaning dyeing, restoring, adjusting or repairing; – corrosion, dampness, dryness, wet or dry rot, mould, marring, scratching; – wind, hail, sleet, snow, flood or dust to boundary walls, gates, fences; or – faulty workmanship, design or materials. ▪ Loss or damage: <ul style="list-style-type: none"> – specifically excluded in insured perils 1-8; – specifically excluded in the general exclusions; – by subsidence, ground heave, landslip, or the settlement or movement of made-up ground; – to a building or structure caused by its own collapse or cracking; – normal settlement or bedding down of new structures; or – by theft or any attempted theft. ▪ Normal settlement or bedding down of new structures. ▪ Coastal or river erosion. ▪ Loss, destruction, or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the property insured caused by: <ul style="list-style-type: none"> – pollution or contamination which itself results from a peril hereby insured against; or – any peril hereby insured against which itself results from pollution or contamination.

Extra benefits included with buildings

We will also cover the following.

What is covered

1. Damage to cables and underground pipes

We will pay the cost of repairing accidental damage for which **you** are responsible to cables, underground pipes and drains (and their inspection covers) at the **hotel** or connecting them to the public mains.

What is not covered

- Loss or damage:
 - caused by gradual deterioration or wear and tear, corrosion, rust, rot or fungus, vermin or insects, atmospheric or climatic conditions and normal settlement or shrinkage; or
 - faulty workmanship, defective design or the use of defective material.
- The cost of maintenance

<p>2. Trace and access</p> <p>We will pay the reasonable costs incurred by you in locating the source and subsequent making good of loss or damage resulting from:</p> <ul style="list-style-type: none"> ▪ the escape of water from any tank, apparatus or pipe. ▪ accidental damage to cables, underground pipes or drains serving the hotel. <p>The maximum amount we will pay in respect of any one loss is £5,000.</p>	<ul style="list-style-type: none"> ▪ Consequential loss
---	--

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section one also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s).

Automatic reinstatement of sum insured

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **hotel**.

Average condition

If at the time of damage the sum insured is less than the value of the building insured, the amount **we** will pay will be reduced proportionately.

Composite panel condition

Provided it has been accepted by **us** that the **hotel** is constructed of composite panels, it is a condition with obligation that **you** must ensure the following applies in respect of any part of the **hotel** containing composite panels:

1. Suitable fire extinguisher appliances must be supplied in all cooking areas.
2. Ducting, conduit wiring and hot flues must be adequately protected within fire resistant sleeves where passing through composite panels.
3. Weekly inspections must be undertaken by **you** to check for damage to composite panels or joint panels. Any defects found must be rectified without delay or replaced by a panel with a non-combustible core within 7 days.
4. No repairs must be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources.
5. All heat sources must be kept at least 2 metres from any composite panelling or such panelling must be of a noncombustible core.
6. No external storage of combustible stock, packaging, pallets, waste or waste skips or bins must be within 10 metres of the **hotel**.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the **property** insured.

Deep frying equipment condition

It is a condition with obligation that in respect of loss, destruction or damage by or resulting from Insured Peril 1 (Fire) that:

1. all **deep frying** and cooking equipment must be installed, operated and maintained in accordance with the manufacturers' instructions
2. a flame failure device is fitted if the range is gas or oil fired
3. a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205° centigrade or the suppliers recommended temperature if it is less than 205° centigrade
4. a high temperature limit control of a non-self resetting type is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230° centigrade
5. the extraction of heat, fumes and/or combustion products must be via an integral duct, or an overhead canopy and duct system, vented directly to the outside of the **hotel**
6. all **deep frying** equipment, including flues and exhaust ducting must be fixed and not in contact with combustible materials
7. all grease traps, filters and other grease removable devices in the **deep frying** equipment must be cleaned at least once a week
8. the entire length of all flues and extraction ducting, including extraction motors and fans, must be cleaned by an independent qualified contractor every 6 months
9. all **deep frying** equipment including temperature controls, safety devices, fans, filters, traps, grease removal devices and ducts must be serviced by the manufacturer/installer or an independent qualified contractor every 6 months
10. suitable fire extinguishers and/or blankets must be kept close to the equipment and cooking areas and staff must be trained in their use
11. during **deep frying** and cooking operations no equipment must be left unattended or unsupervised.

Electrical circuit condition

It is a condition with obligation that in respect of **injury**, loss destruction or **damage** that:

1. the electrical system at the property must have been inspected and tested by a qualified member of the NICEIC (National Inspection Council for Electrical Contracting) and an electrical installation condition report must have been issued following such inspection in accordance with IET Regulations, and
2. any work specified on such condition report must have been carried out within 28 days of the inspection, and
3. the electrical installation must have been further inspected and tested within the timescales recommended on the completion and inspection certificates, and
4. **you** must keep records of all certificates, reports, checks and works that have been carried out and **we** must be able to inspect these records upon request.

Excess aggregation condition

Where a claim falls to be dealt with under both Sections one and two, and under the terms of the **policy you** are responsible for the **excess** shown in the **schedule** in respect of loss or damage under each section, **we** agree that **you** will only be responsible for the **excess** shown in the **schedule** in respect of the claim in aggregate under Sections one and two. If the **excess** shown in the **schedule** differs per section, **you** will be responsible to pay the higher sum.

Flat roof condition

It is a condition with obligation that any flat portions of the roof of the buildings are to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented.

Inflation protection condition

We will adjust the sum insured in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Intruder alarm condition

Unless otherwise agreed by **us** and noted in the statement of facts, it is a condition with obligation that for loss, destruction, or damage (including loss of **money**) involving entry to or exit from the **hotel** by forcible and violent means, that an intruder alarm as detailed in the statement of facts is installed at the **hotel** and put into effect whenever the **hotel** is left unattended.

If **we** ever require a different type of alarm to be installed, this will be brought to **your** attention within the documentation **we** issue. When this occurs, the change in the type of alarm must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required alarm is fitted and fully operational.

In the event of a claim for loss or damage to **money** involving entry to or exit from the **hotel** by forcible and violent means within the timescale given for implementation, **you** must show that **you** have taken steps to have the required type of alarm installed. If **your** cover is restricted, **you** may not be covered until the required alarm is fitted and fully operational.

In addition to the above **your** intruder alarm must also conform with the following:

1. the **intruder alarm system** designed must be installed and maintained to British Standard BS4737 or PD 6662:2004 by a company listed and approved by the National Approval Council for Security Systems (NACOSS) or the Security Systems and Alarms Inspection Board (SSAIB), and
2. the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed by **us**, and
3. no alteration or substitution of:
 - a) any part of the **intruder alarm system** or signalling system
 - b) the maintenance contract be made without **our** agreement, and
4. the **hotel** must not be left unattended without **our** agreement:
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
 - b) if the police have withdrawn their response to alarm calls, and
5. **you** must maintain secrecy of codes for the operation of the **intruder alarm system**, and details of such codes and all keys to the **intruder alarm system** must be removed from the **hotel** when the **hotel** is left unattended, and
6. **you** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company, and
7. in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication during any period the **intruder alarm system** is set a **key holder** must attend the **hotel** within 20 minutes, and
8. if **you** receive any notification:
 - a) that the police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
 - b) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance
 - c) that the **intruder alarm system** cannot be returned to, or maintained in full working order, and
9. all stock in trade (Section two Property insured item B) in the **hotel** must be contained within an area protected by the **intruder alarm system**.

If **you** are unable to comply with any of the items under 1 to 9 immediately above **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** require.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum insured shown in the **schedule** for the buildings section adjusted in accordance with the Inflation protection condition.

Protections condition

It is a condition with obligation that for loss, destruction or damage (including loss of **money**) involving entry to or exit from the **hotel** by forcible and violent means, that all existing security devices provided to protect the **hotel** are properly fitted and put into full operation whenever the **hotel** is closed for **business** or left unattended.

If **we** ever require a higher level of security to be implemented then this will be brought to **your** attention within the documentation **we** issue. When this occurs the required level of security must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required level of security is fully operational.

In the event of a claim for loss or damage to **money** involving entry to or exit from the **hotel** by forcible and violent means within the timescales given for implementation, **you** must show that **you** have taken steps to implement the required level of security. If **your** cover is restricted, **you** may not be covered until the required level of security is fitted and fully operational.

Reinstatement condition

If any property is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the property exactly

but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one property.

Unoccupied properties condition

When the **hotel** becomes **unoccupied**, it is a condition with obligation in respect of loss or damage, not otherwise excluded, arising under Section one: Buildings and Section two: Contents that **you** or **your** authorised **representative** must:

- a) ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or **intruder alarm system**), or
- b) as an alternative to a) above leave the main services turned on to keep the central heating system working at a minimum temperature of 10°C during the period 1st October to 31st March each year always provided that outside this period condition a) will apply;
- c) carry out a thorough inspection of the **hotel** at least once a week and carry out as soon as possible any work necessary to maintain the security of the property, with a written record being kept to evidence each such inspection and, where applicable, any necessary works;
- d) remove all refuse and waste materials from the **hotel** following such inspection and ensure no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **you**;
- e) seal all letterboxes.

We will not be liable for any loss or damage arising from a peril where, for that peril, loss or damage is excluded if the **hotel** is **unoccupied**.

Section two: Contents

Your **schedule** will show **you** if this cover applies.

What is covered

We will indemnify **you** against loss or damage to the property insured caused by the following:

Property insured

- A.
- (i) Computer and electronic office equipment, for which **you** are responsible, including laser printers, fax machines and photocopiers,
 - (ii) Landlords fixtures and fittings, interior decorations, tenant's improvements for which **you** are responsible,
 - (iii) All other trade contents for which **you** are responsible including household goods and personal effects of any **employee** (up to a limit of £1000 any one resident employee and £500 any one non-resident **employee**),

but excluding stock in trade more specifically insured by item B.

- B. Stock in trade and goods in trust for which **you** are responsible pertaining to the **business** and contained in the **hotel**.

Insured perils

1. Fire (including subterranean fire), explosion, lightning or earthquake.

2. Impact with the **hotel** by aircraft or other aerial devices or articles dropped from them, or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.

3. Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons.

4. Leakage of oil from any fixed heating installation.

5. Leakage of beer and/or other beverages from pumped drink containers and subsequent loss of contents.

6. Theft or attempted theft (including damage to the **hotel** for which **you** are responsible).

What is not covered

The **excess** as shown in the **schedule**.

- Any property otherwise insured
- Unless specifically mentioned, deeds, bonds, bills of exchange, promissory notes, **money** or documents of title to property.
- Motor vehicles, caravans, boats or accessories therein or thereon.
- Domestic pets and livestock
- Loss or damage following theft by **you** or **your** resident manager, or any member of their family permanently residing with them or any **employee**.

- Loss or damage arising from cessation of work.
- As regards loss or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - loss or damage by theft; or
 - loss or damage in respect of the contents of any building which is **unoccupied**.

- Loss or damage:
 - in respect of the contents of any building which is **unoccupied**;
 - from any building or part of any building not capable of being locked; or
 - loss or damage to moveable property in the open.

<p>7. Storm or flood.</p>	<ul style="list-style-type: none"> ▪ Loss or damage: <ul style="list-style-type: none"> – caused by frost; – caused by subsidence, ground heave or landslip; – caused solely by change in water table levels; – to hedges, fences, gates and moveable property in the open; or – to stock in trade in any cellar or basement unless placed on racks at least 150mm above floor level.
<p>8. Escape of water from any tank, apparatus or pipe.</p>	<ul style="list-style-type: none"> ▪ Loss or damage: <ul style="list-style-type: none"> – to contents of any building which is unoccupied; – to stock in trade in any cellar or basement unless placed on racks at least 150mm above floor level; or – caused by water from an automatic sprinkler installation.
<p>9. Any other accidental loss or damage occurring in the hotel.</p>	<ul style="list-style-type: none"> ▪ Loss or damage caused by or resulting from: <ul style="list-style-type: none"> – wear, tear, the action of light or atmosphere, moths, vermin or insects; – any process of cleaning dyeing, restoring, adjusting or repairing; – corrosion, dampness, dryness, wet or dry rot, mould, marring, scratching, bruising or deterioration; or – faulty workmanship, design or materials. ▪ Damage to any machine or apparatus arising from mechanical, electrical, or electronic breakdown or derangement, or from adjustment, maintenance or repair ▪ Loss or damage: <ul style="list-style-type: none"> – specifically excluded in insured perils 1-8; – specifically excluded in the general exclusions; – by confiscation or detention by customers or other officials or authorities; – following dishonesty or fraudulent action by your employees or any person lawfully in the hotel; – by theft or any attempted theft; or – by subsidence, ground heave, landslip, or the settlement or movement of made-up ground. ▪ Normal maintenance or repair. ▪ Erasure or distortion of information on computer systems or other records. ▪ Any disappearance or shortage revealed only at the time of stock taking or the making of an inventory. ▪ Any shortage due to error or omission. ▪ Normal settlement or bedding down of new structures. ▪ Coastal or river erosion. ▪ Loss, destruction, or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the property insured caused by: <ul style="list-style-type: none"> ▪ pollution or contamination which itself results from a

peril hereby insured against; or

- any peril hereby insured against which itself results from pollution or contamination.

Extra benefits included with contents

We will also cover the following.

What is covered

1. Glass breakage

Paying for or making good the breakage or scratching of glass (as defined below and not otherwise insured) in the **hotel** and **your** private dwelling portion of the **hotel**, and in addition the cost of:

- temporary boarding-up following breakage.
- repair of damage to window frames as a result of such breakage, or the cost of removal or replacement of fixtures and fittings in the course of replacement of glass up to a maximum amount of £500, or any higher limit shown in the **schedule**, in any one **period of insurance**.
- lettering or other ornamental work and alarm foil on glass up to a maximum amount of £500, or any higher limit shown in the **schedule**, for any one loss.

All glass shall be considered as the following unless specifically mentioned in the **schedule**:

- fixed glass in windows, doors and fanlights;
- glass showcases, shelves, tops and mirrors; or
- sanitary fixtures and fittings.

What is not covered

- Stock in trade and goods in trust.
- Breakage of glass in light fittings, vehicles or vending machines.
- Damage caused by workman carrying out alterations or repairs to the **hotel**.

2. External blinds and signs

Accidental loss of or damage to external blinds and signs up to a maximum amount of £1,000, or any higher limit shown in the **schedule**, in any one **period of insurance**.

3. Goods in transit

Loss of or damage to merchandise, goods and tools incidental to **your business**, which is **your** property, or held in trust by **you** and for which **you** are responsible, while being carried by any vehicle(s) owned, hired or leased by **you**, anywhere in the **territorial limits**.

The cover applies from the time the merchandise and goods are lifted by **your employees** until they place them in position at their destination (excluding their installation) including loading and unloading.

The maximum **we** will pay in respect of any loss or series of losses arising from one event and in total during the **period of insurance** is as shown in the **policy**.

- The deterioration of goods conveyed in frozen, chilled or insulated conditions due to faulty stowage or incorrect setting or operation of the equipment, or variations in temperature, unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft.
- Loss or damage due to natural deterioration.
- Any consequential or indirect loss or loss or damage due to delay.
- Loss of or damage to bills of exchange, promissory notes, **money**, securities for **money**, stamps, precious stones, jewellery, bullion or loss or death of or injury to living creatures.
- Loss or damage by theft if any vehicle, trailer or semi-trailer is left unattended between the hours of 9pm and 6am, unless such vehicle, trailer or semi-trailer is

	<p>securely locked at all points of access, and is garaged in enclosed premises which are securely locked or have a watchman in constant attendance.</p> <ul style="list-style-type: none"> ▪ Loss or damage by theft, pilferage or any attempted theft, involving any vehicle, trailer or semi-trailer which is left unattended, or which is laid up, temporarily stored in any garage or similar premises, unless such vehicle, trailer or semi-trailer has all points of access securely locked.
<p>4. Theft of keys</p> <p>In the event of the keys of the hotel being stolen from the hotel or from the private residence of any director, partner or employee authorised to hold such keys, we will pay to you an amount not exceeding £1,000, or any higher limit shown in the schedule, in any one period of Insurance for the replacement of equivalent locks at the hotel. Unless you or an employee live at the hotel, keys must not be left at the hotel when closed for business.</p>	
<p>5. Loss of money</p> <p>Loss from any cause of money held in connection with the business, including money held by you on behalf of sports or social organisations formed for the benefit of customers and based on the hotel:</p> <ul style="list-style-type: none"> ▪ while in transit within the territorial limits, or in a bank safe up to the limit shown in the schedule, for any one loss. ▪ while at the residence of any principal or authorised employee up to the limit shown in the schedule, for any one loss. ▪ from gaming, amusement or vending machines up to the limit shown in the schedule any one loss. ▪ from the hotel up to the limit shown in the schedule, for any one loss. <p>provided always that during business hours:</p> <ul style="list-style-type: none"> – money not contained in a locked safe and left unattended in any part of the hotel is limited to £500. <p>When the hotel is closed for business:</p> <ul style="list-style-type: none"> – liability for money not contained in a locked safe is limited to £500. – liability for money in a locked safe is limited to the amount shown in the schedule. – keys and/or combination codes to safes are not left in the hotel unless the hotel is still attended by you or an authorised employee, in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe. <p>Notwithstanding the limits referred to above, the limit any one loss of crossed cheques, crossed postal orders, crossed money orders, crossed bankers' drafts, National Savings Certificates, credit company sales vouchers or receipts, National Insurance stamps affixed to cards, and VAT purchase receipts shall be £250,000.</p>	<ul style="list-style-type: none"> ▪ Loss or damage: <ul style="list-style-type: none"> – arising from fraud or dishonesty of employees unless such loss is discovered within fourteen clear working days of the occurrence; – due to clerical or accounting errors; – from unattended motor vehicles; – from automated teller machines; or – of money belonging to guests deposited with you for safe custody.

<p>6. Personal accident – assault</p> <p>If you or any employee within the age limits 16 to 70 years suffer injury caused solely or directly as a result of robbery or any attempted robbery in the course of the business, we will pay compensation on the basis of the following table of compensations, or any higher limits shown in the schedule:</p> <ul style="list-style-type: none"> Table of Compensations <table border="1" data-bbox="151 421 759 703"> <tr> <td>1. Death *</td> <td>£10,000</td> </tr> <tr> <td>2. Total loss or permanent and total loss of use of one or more limbs *</td> <td>£10,000</td> </tr> <tr> <td>3. Total and irrecoverable loss of all sight in one or both eyes *</td> <td>£10,000</td> </tr> <tr> <td>4. For any period up to a maximum of 2 years of total disablement from engaging in usual occupation</td> <td>£100 per week</td> </tr> <tr> <td colspan="2">* Occurring within two years of sustaining the bodily injury</td> </tr> </table> <ul style="list-style-type: none"> Damage to cash carrying devices or clothing and personal effects belonging to you or any employee up to a limit of £500 in respect of any one person. 	1. Death *	£10,000	2. Total loss or permanent and total loss of use of one or more limbs *	£10,000	3. Total and irrecoverable loss of all sight in one or both eyes *	£10,000	4. For any period up to a maximum of 2 years of total disablement from engaging in usual occupation	£100 per week	* Occurring within two years of sustaining the bodily injury		<ul style="list-style-type: none"> Compensation is not payable under more than one item on the table of compensations for the same injury. No liability attaches to us for injury arising from, or influenced by any existing physical defect or infirmity, or the medical condition of any person entitled to compensation hereunder, or resulting from pregnancy or childbirth.
1. Death *	£10,000										
2. Total loss or permanent and total loss of use of one or more limbs *	£10,000										
3. Total and irrecoverable loss of all sight in one or both eyes *	£10,000										
4. For any period up to a maximum of 2 years of total disablement from engaging in usual occupation	£100 per week										
* Occurring within two years of sustaining the bodily injury											
<p>7. Freezer contents</p> <p>We will indemnify you for loss or damage to frozen or chilled stock in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature beyond your control.</p> <p>The maximum amount we will pay is the amount shown in the schedule.</p>	<ul style="list-style-type: none"> Loss or damage following the deliberate act of any electricity authority in termination, disconnection, restriction or withholding the supply of electricity. Loss or damage caused by neglect or misuse. Any freezer, cold room or chilled cabinet over 10 years old unless specifically noted on the schedule. 										
<p>8. Seasonal increase</p> <p>The sums insured on stock in trade (Item B) are increased by 30% during each period of insurance either:</p> <ul style="list-style-type: none"> during the months of November and December, the first 14 days of January, and for 30 days before Easter Day, or during any other period where the seasonal trend of the business demands, and where such trend can be supported by past trading records, provided that the total period of the increase does not exceed 90 days in any period of insurance. 											
<p>9. Outside Catering</p> <p>Loss of or damage (caused by any of the Insured Perils 1-9) to the property insured up to an amount of £2,000, or any higher limit shown in the schedule, occurring in any building where you are providing outside catering.</p>											
<p>10. Property in the open</p> <p>Loss of or damage (caused by any of the Insured Perils 1-9 but excluding insured peril 6. Theft or attempted theft) to property in the open within the boundaries of the hotel up to a maximum amount of £500, or any higher limit shown in the schedule, in any period of insurance.</p>											
<p>11. Loss of metered water</p> <p>The unit cost of metered water at the current rate per</p>											

<p>cubic metre consumed as a direct result of loss or damage (caused by any of the Insured Perils 1-9) up to an amount of £2,500, or any higher limit shown in the schedule, in respect of any one claim.</p>	
<p>12. Landscaped gardens</p> <p>The cost of restoring any damage done to landscaped gardens for which you are responsible, by the emergency services in attending the hotel as a result of any of the Insured Perils 1-8 up to a maximum of £1,000, or any higher limit shown in the schedule, in any one period of Insurance.</p>	
<p>13. Rent payable</p> <p>We will indemnify you as tenant in respect of your legal liability to pay rent or lease payments for a period not exceeding one year during which the hotel is untenable as a result of damage by any of the Insured Perils (1- 8).</p> <p>The maximum we will pay in respect of any one loss is 20% of the sum insured at the hotel under Section two (contents).</p>	
<p>14. Personal effects of guests</p> <p>We will indemnify you for loss of or damage (caused by Insured Perils 1-9) to guests personal effects, provided that any property deposited with you for safe keeping is stored in a locked safe or strong room.</p> <p>The maximum we will pay is £2,500 any one guest and not exceeding £10,000 in total during any one period of insurance.</p>	
<p>15. Personal money and credit cards</p> <p>We will indemnify you or any member of your family permanently residing in the hotel against:</p> <p>a) accidental loss of personal money</p> <p>b) liability under the terms of issue of the credit card for loss following fraudulent use thereof by any unauthorised person</p> <p>provided that our liability in any one period of insurance will not exceed under a) above £250 or under b) above £500.</p> <p>Please refer to section condition 'Personal money and credit cards'.</p>	<ul style="list-style-type: none"> ▪ claims arising from unauthorised use of a credit card by any member of your family. ▪ loss due to confiscation or detention. ▪ losses caused by depreciation or shortages caused by errors or omissions. ▪ anything insured under any other policy but if the amount of cover under the other policy is inadequate, we will pay any extra up to the limits shown under this benefit.

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section two also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or

2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s).

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **hotel**.

Average condition

If at the time of damage the sum insured is less than the value of the contents insured, the amount **we** will pay will be reduced proportionately.

Composite panel condition

Provided it has been accepted by **us** that the **hotel** is constructed of composite panels, it is a condition with obligation that **you** must ensure the following applies in respect of any part of the **hotel** containing composite panels:

1. Suitable fire extinguisher appliances must be supplied in all cooking areas.
2. Ducting, conduit wiring and hot flues must be adequately protected within fire resistant sleeves where passing through composite panels.
3. Weekly inspections must be undertaken by **you** to check for damage to composite panels or joint panels. Any defects found must be rectified without delay or replaced by a panel with a non-combustible core within 7 days.
4. No repairs must be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources.
5. All heat sources must be kept at least 2 metres from any composite panelling or such panelling must be of a noncombustible core.
6. No external storage of combustible stock, packaging, pallets, waste or waste skips or bins must be within 10 metres of the **hotel**.

Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same property, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Deep frying equipment condition

It is a condition with obligation that in respect of loss, destruction or damage by or resulting from Insured Peril 1 (Fire) that:

1. all **deep frying** and cooking equipment must be installed, operated and maintained in accordance with the manufacturers' instructions
2. a flame failure device is fitted if the range is gas or oil fired
3. a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205° centigrade or the suppliers recommended temperature if it is less than 205° centigrade
4. a high temperature limit control of a non-self resetting type is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230° centigrade
5. the extraction of heat, fumes and/or combustion products must be via an integral duct, or an overhead canopy and duct system, vented directly to the outside of the **hotel**
6. all **deep frying** equipment, including flues and exhaust ducting must be fixed and not in contact with combustible materials
7. all grease traps, filters and other grease removable devices in the **deep frying** equipment must be cleaned at least once a week
8. the entire length of all flues and extraction ducting, including extraction motors and fans, must be cleaned by an independent qualified contractor every 6 months
9. all **deep frying** equipment including temperature controls, safety devices, fans, filters, traps, grease removal devices and ducts must be serviced by the manufacturer/installer or an independent qualified contractor every 6 months

10. suitable fire extinguishers and/or blankets must be kept close to the equipment and cooking areas and staff must be trained in their use
11. during **deep frying** and cooking operations no equipment must be left unattended or unsupervised.

Excess aggregation condition

Where a claim falls to be dealt with under both Sections one and two, and under the terms of the **policy you** are responsible for the **excess** shown in the **schedule** in respect of loss or damage under each section, **we** agree that **you** will only be responsible for the **excess** shown in the **schedule** in respect of the claim in aggregate under Sections one and two. If the **excess** shown in the **schedule** differs per section, **you** will be responsible to pay the higher sum.

Inflation protection condition

We will adjust the sum insured in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Intruder alarm condition

Unless otherwise agreed by **us** and noted in the statement of facts, it is a condition with obligation that for loss, destruction, or damage (including loss of **money**) involving entry to or exit from the **hotel** by forcible and violent means, that an intruder alarm as detailed in the statement of facts is installed at the **hotel** and put into effect whenever the **hotel** is left unattended.

If **we** ever require a different type of alarm to be installed, this will be brought to **your** attention within the documentation **we** issue. When this occurs, the change in the type of alarm must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required alarm is fitted and fully operational.

In the event of a claim for loss or damage to **money** involving entry to or exit from the **hotel** by forcible and violent means within the timescale given for implementation, **you** must show that **you** have taken steps to have the required type of alarm installed. If **your** cover is restricted, **you** may not be covered until the required alarm is fitted and fully operational.

In addition to the above **your** intruder alarm must also conform with the following:

1. the **intruder alarm system** designed must be installed and maintained to British Standard BS4737 or PD 6662:2004 by a company listed and approved by the National Approval Council for Security Systems (NACOSS) or the Security Systems and Alarms Inspection Board (SSAIB), and
2. the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed by **us**
3. no alteration or substitution of:
 - a) any part of the **intruder alarm system** or signalling system
 - b) the maintenance contract be made without **our** agreement, and
4. the **hotel** must not be left unattended without **our** agreement:
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
 - b) if the police have withdrawn their response to alarm calls, and
5. **you** must maintain secrecy of codes for the operation of the **intruder alarm system**, and details of such codes and all keys to the **intruder alarm system** must be removed from the **hotel** when the **hotel** is left unattended
6. **you** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company, and
7. in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication during any period the **intruder alarm system** is set a **key holder** must attend the **hotel** within 20 minutes.
8. if **you** receive any notification:
 - a) that the police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
 - b) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance
 - c) that the **intruder alarm system** cannot be returned to, or maintained in full working order
9. all stock in trade (Section two Property insured item B) in the **hotel** must be contained within an area protected by the **intruder alarm system**

If **you** are unable to comply with any of the items under 1 to 9 immediately above **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** require.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum insured shown in the **schedule** for the contents section adjusted in accordance with the Inflation protection condition.

Money in transit condition

Your schedule will show you the limit of cover that applies for money.

It is a condition with obligation to our liability that the insured shall maintain the following minimum standards of precaution for the safety of money in transit:

- a) up to £3,000 shall be accompanied by at least one responsible adult
- b) £3,001 to £6,000 shall be accompanied by at least two responsible adults
- c) £6,001 to £10,000 shall be accompanied by at least three responsible adults or two responsible adults if travelling by motor car or using an approved security case
- d) amounts exceeding £10,000 shall be transported by specialist security carrier

No more than £3,000 must be carried by one responsible adult.

If you do not comply with this condition, we will not make any payment in respect of a claim.

Personal money and credit cards condition

It is a condition with obligation that:

- any loss of money or credit cards is reported to the police within 24 hours of discovering the loss, and
- any loss of credit cards is reported to the issuing company immediately, and
- the conditions of issue of the credit cards have been complied with.

Protections condition

It is a condition with obligation that for loss, destruction or damage (including loss of money) involving entry to or exit from the hotel by forcible and violent means, that all existing security devices provided to protect the hotel are properly fitted and put into full operation whenever the hotel is closed for business or left unattended.

If we ever require a higher level of security to be implemented then this will be brought to your attention within the documentation we issue. When this occurs the required level of security must be implemented within the timescales given to you. Your cover could also be restricted at our discretion until the required level of security is fully operational.

In the event of a claim for loss or damage to money involving entry to or exit from the hotel by forcible and violent means within the timescales given for implementation, you must show that you have taken steps to implement the required level of security. If your cover is restricted, you may not be covered until the required level of security is fitted and fully operational.

Reinstatement condition

If any property is to be reinstated or replaced by us, then you will at your own expense provide all the plans, documents, books and information that may be needed. We will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. We will not pay more than the sum insured for any property.

Unoccupied properties condition

When the hotel becomes unoccupied, it is a condition with obligation in respect of loss or damage, not otherwise excluded, arising under Section one: Buildings and Section two: Contents that you or your authorised representative must:

- a) ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system), or
- b) as an alternative to a) above leave the main services turned on to keep the central heating system working at a minimum temperature of 10°C during the period 1st October to 31st March each year always provided that outside this period condition a) will apply;
- c) carry out a thorough inspection of the hotel at least once a week and carry out as soon as possible any work necessary to maintain the security of the property, with a written record being kept to evidence each such inspection and, where applicable, any necessary works;
- d) remove all refuse and waste materials from the hotel following such inspection and ensure no accumulation of refuse and waste is allowed in the adjoining yards or space owned by you;
- e) seal all letterboxes.

We will not be liable for any loss or damage arising from a peril where, for that peril, loss or damage is excluded if the hotel is unoccupied.

Extra benefits included with Section one and Section two

We will also cover the following.

What is covered

We will indemnify **you** in respect of the following expenses necessarily incurred in reinstating damage to the property insured caused by any insured peril under Section one (Buildings) and Section two (Contents):

1. European community and public authorities (including undamaged property)

Subject to the following special conditions, the insurance by the section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- European community legislation, or
- building or other regulations under or framed in pursuance of any act of parliament or bye-laws or any public authority (hereafter referred to as 'the Stipulations') in respect of:
 - the lost, destroyed or damaged property thereby insured; or
 - undamaged portions thereof.
- Provided that the work of reinstatement must be commenced and carried out without unreasonable delay, and in any case must be completed within twelve months after the destruction or damage or within such further time as **we** may allow (during the said twelve months), and may be carried out upon another site (if the stipulations so necessitate) subject to **our** liability under this extension not being thereby increased.
- If **our** liability under these sections (apart from this extension) is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability under this extension will be reduced in like proportion.
- The total amount recoverable under any item of these sections in respect of this extension will not exceed:
 - (i) in respect of the lost, destroyed or damaged property:
 - 15% of its sum insured; or
 - where the sum insured by the item applies to property at more than one premises, 15% of the total amount for which **we** would have been liable had the property insured at the premises where the damage has occurred been wholly destroyed
 - (ii) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the property insured by the item at the premises where the damage has occurred been wholly destroyed.
- The total amount recoverable under any item of the **policy** shall not exceed its sum insured
- All the terms and conditions of the **policy**, except

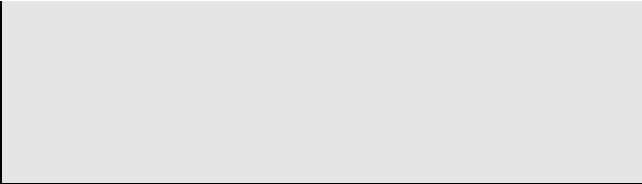
What is not covered

- The cost incurred in complying with the stipulations:
 - in respect of damage occurring prior to the granting of this extension;
 - in respect of damage not insured by these sections;
 - under which notice has been served on **you** prior to the happening of the damage;
 - for which there is an existing requirement, which has to be implemented within a given period; or
 - in respect of property entirely undamaged by any peril hereby insured against.
- The additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen.
- The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

<p>insofar as they are varied hereby apply as if they had been incorporated herein.</p>	
<p>2. Architects, surveyors legal and consulting engineer's fees</p> <p>Such fees as are necessarily incurred in the reinstatement or repair of the property Insured consequent upon its destruction or damage, but not for preparing any claim, it being understood that the amount payable under the item will not exceed in total its sum insured.</p>	
<p>3. Removal of debris</p> <p>Costs and expenses necessarily incurred by you with our consent in:</p> <ul style="list-style-type: none"> ▪ removing debris; ▪ dismantling and/or demolishing; and ▪ shoring up or propping <p>of the portion or portions of the property insured as a result of destruction or damage hereby insured against.</p> <p>Our liability under this extension and the section in respect of any item, will in no case exceed the sum insured thereby.</p>	<ul style="list-style-type: none"> ▪ We will not pay for any costs or expenses: <ul style="list-style-type: none"> – incurred in removing debris except from the site of such property destroyed or damaged, and the area immediately adjacent to the site. – arising from pollution or contamination of property not insured by the section.
<p>4. Temporary removal</p> <ul style="list-style-type: none"> ▪ The property insured under Section two (Contents), other than Stock in Trade Item B, is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere, and in transit thereto and therefrom all in Great Britain and Northern Ireland. ▪ Our liability under this extension in respect of each item of the section for any destruction or damage occurring elsewhere than at the hotel, will not exceed 10% of the sum insured by the item. ▪ All the terms and conditions of the policy except insofar as they are varied hereby will apply as if they had been incorporated herein. 	<ul style="list-style-type: none"> ▪ Property insofar as it is otherwise insured, nor as regards losses occurring elsewhere than at the hotel from which the property is temporarily removed to motor vehicles licensed for normal road use.
<p>5. Capital additions</p> <p>The insurance shall subject to the terms and conditions extend to cover:</p> <ul style="list-style-type: none"> ▪ any newly acquired and/or newly erected buildings, or buildings in course of erection (excluding any property for which a building contractor is responsible), and trade contents insofar as the same are not otherwise insured and ▪ alterations, additions and improvements to buildings and trade contents but not in respect of any appreciation in value <p>anywhere in the United Kingdom, provided that:</p> <p>(i) at any one situation this cover shall not exceed 10% of the sum insured or £50,000 whichever is the greater;</p> <p>(ii) you undertake to give particulars of such extension of cover as soon as practicable, and to</p>	

effect specific insurance thereon retrospective to the date of the commencement of **our** liability;

(iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.



Section three: Loss of Income

Section three (A): **Business** interruption

What is covered

Indemnity

In the event of loss as a result of interruption of, or interference with the **business** following loss or destruction or damage to the **hotel** as a result of:

- a peril insured against under Section two (Contents); or
- glass breakage arising under Section two (Contents), extra benefit 1 - glass breakage

loss, destruction or damage so caused being termed damage for which payment has been made or liability admitted by an Insurer under any insurance covering **your** interest in the property at the **hotel** against such loss, destruction or damage provided that such damage would not have been excluded by Section one (Buildings) or Section two (Contents) of this **policy**.

We will indemnify **you** against loss of **gross income** in accordance with the following provisions:

- a) by paying for the **indemnity period** the amount by which the **gross income** during the **indemnity period** shall fall short of the **gross income** during the equivalent period immediately before the damage
- b) by paying any reasonable additional expenses incurred in maintaining the **gross income** during the **indemnity period** but not more than the loss avoided under a)

less any amount saved during the **indemnity period** in respect of reduced expenses due to the damage.

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

In adjusting the amount paid, all variations or special circumstances affecting the **business** will be taken into account in order that the amount paid represents as nearly as practicable the results which would have been expected if the damage had not occurred.

If the damage occurs in the first trading year the payment under a) will be based on the trading figures immediately prior to the loss.

No claim will be payable under this section unless **you**:

- take all action which may be reasonably practicable to minimise or check any interruption of, or interference with the **business** to avoid or diminish the loss.
- not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may allow in writing) at **your** own expense deliver to **us** in writing a statement setting forth particulars of **your** claim.

What is not covered

- Damage arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- Indemnity will be void if the **business** is wound up, or continued by a liquidator or receiver, or permanently discontinued without **our** consent.

Extra benefits included with Section three (A): **Business interruption**

What is covered	What is not covered
<p>1. Professional accountants' charges</p> <p>We will indemnify you in respect of reasonable charges payable by you to your professional accountants for producing any particulars or details contained in your business books or such other proofs, information or evidence as we may require and reporting that such particulars or details are in accordance with your business books or documents.</p> <hr/> <p>2. Notifiable disease, vermin, pests and defective sanitation</p> <p>We will indemnify you in respect of interruption of or interference with the business commencing during the period of insurance in consequence of:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> i. an occurrence at the hotel of; ii. the discovery of an organism at the hotel likely to result in the occurrence of; <p>any of the following specified human infectious or human contagious diseases during the indemnity period:</p> <p>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;</p> <p>an outbreak of which the competent local authority has stipulated shall be notified to them.</p> 2. an illness sustained by any person attributable to food or drink supplied from the hotel; 3. an occurrence of Legionellosis at the hotel; 4. the discovery of vermin or pests at the hotel; 5. any accident causing defects in the drains or other sanitary arrangements at the hotel; 6. murder or suicide at the hotel; <p>which causes restrictions on the use of the hotel during the indemnity period on the order or advice of the competent local authority.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> ▪ any loss arising from: <ul style="list-style-type: none"> - any other human infectious or human contagious disease not specified in this extra benefit. - fear or threat (whether actual or perceived) of infection from any human infectious or human contagious disease. - measures taken solely to prevent or avoid an occurrence of any human infectious or human contagious disease specified in this extra benefit occurring at the hotel, including any loss involving quarantine, whether self-imposed, recommended by a medical professional or imposed by the government or local authority other than in consequence of the discovery of an organism at the hotel likely to result in the occurrence of a human infectious or human contagious disease specified in this extra benefit. ▪ any costs incurred in cleaning, decontaminating, sanitising, neutralising, sterilising, repairing, replacing, recalling or checking the hotel or its' contents. ▪ any other business interruption extra benefit. ▪ the provisions of the Automatic reinstatement of sum insured condition will not apply in respect of this extra benefit. ▪ any loss arising from restrictions on the use of the hotel in consequence of an emergency notice or emergency prohibition order being served against you or the manager of the hotel in relation to a breach of the Food Safety Act 1990 General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modification or re-enactment thereof.
<p>3. Denial of access</p> <p>This section extends to include loss resulting from damage as defined in this section, to property in the vicinity of the hotel which prevents the use of the hotel or access thereto, whether the hotel or your property therein has been damaged or not.</p>	<ul style="list-style-type: none"> ▪ Loss or destruction of or damage to property of any supply undertaking from which you obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.
<p>4. Suppliers</p> <p>This section extends to include interruption of or interference with the business, caused by damage as</p>	

<p>defined in this section, giving rise to destruction or damage at any of your suppliers premises within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.</p> <p>Our liability under this extension will not exceed 10% of the sum insured by this section or £25,000, whichever is the greater.</p>	
<p>5. Failure of public supply</p> <p>This section extends to include interruption of or interference with the business, caused by damage as defined in this section, giving rise to destruction or damage to property at any:</p> <ul style="list-style-type: none"> ▪ generating station or substation of the public electricity supply undertaking ▪ land based premises of the public gas supply undertaking, or of any natural gas producer linked directly therewith ▪ water works and pumping stations of the public water supply undertaking ▪ land based premises of the public telecommunications undertaking from which you obtain electricity, gas, water or telecommunications services within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. 	

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section three (A) also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Alternative trading condition

If during the **indemnity period** food, drink and accommodation are supplied or services rendered elsewhere than at the **hotel** for the benefit of the **business** either by **you** or by others on **your** behalf, the money paid or payable in respect of such food, drink, accommodation or services will be brought into account in arriving at the reduction of **gross income** during the **indemnity period**.

Average condition

If the sum insured under this section is less than the difference between sales and purchases in the 12 months (or a proportionately increased multiple of this when the **indemnity period** exceeds 12 months) before the damage then the amount payable will be proportionately reduced.

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **hotel**.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **business** interruption, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum insured shown in the **schedule** for the business interruption section.

Value added tax condition

To the extent that **you** are accountable to the tax authorities for value added tax all terms in this section will be exclusive of such tax.

Section three (B): Loss of accounts receivable

What is covered

Indemnity

In the event of any of **your** books of account or other **business** books or records at the **hotel** or elsewhere within Great Britain, Northern Ireland or the Isle of Man being so destroyed or damaged by:

- a Peril insured against under Section two (Contents); or
- glass breakage arising under Section two (Contents), extra benefit 1 - glass breakage

as to render it impossible for **you** to obtain from **customers** all the sums due to **you** and outstanding at the date of the destruction or damage.

Loss, destruction or damage so caused, being defined damage, for which payment has been made or liability admitted by an Insurer under any insurance covering **your** interest in the property at the **hotel** against such loss, destruction or damage:

Provided that such damage would not have been excluded by Section one (Buildings) or Section two (Contents) of this **policy**.

We will indemnify **you** in respect of loss of **accounts receivable** in accordance with the following provisions:

- a) by paying the difference solely due to the damage between the amount of the **accounts receivable** at the date of the damage, and the total amount received in payment of them during the twelve months after the damage
- b) by paying any reasonable expenditure incurred in avoiding or diminishing the loss of **accounts receivable**, but not more than the loss avoided under a)

No claim will be payable under this section unless **you**:

- take all action which may be reasonably practicable to minimise or check any interruption of or interference with the **business** to avoid or diminish the loss.
- at **your** own expense deliver to **us** in writing a statement setting forth particulars of **your** claim.

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

What is not covered

- Mislaying or misfiling of records and tapes.
- The deliberate act of the public supply undertaking in restricting or withholding electricity supply.
- Deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- Indemnity will be void if the **business** is wound up, or continued by a liquidator or receiver, or permanently discontinued without **our** consent.

Extra benefits included with Section three (B): Loss of accounts receivable

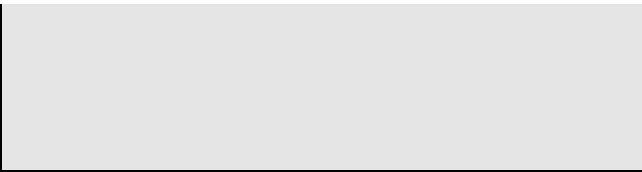
What is covered

Professional accountant's charges

We will indemnify **you** in respect of reasonable charges payable by **you** to **your** professional accountants for

What is not covered

producing any particulars or details contained in **your business** books or such other proofs, information or evidence as **we** may require and reporting that such particulars or details are in accordance with **your business** books or documents.



Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section three (B) also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **hotel**.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** is the sum insured shown in the **schedule** for the **accounts receivable** section plus professional accounts charges.

Section four: Loss of liquor licence

What is covered

Indemnity

In the event of the licence for the sale of excisable liquors which has been granted in respect of the **hotel** being forfeited, suspended or withdrawn, **we** will pay to **you**:

- The loss of profit in accordance with the following provisions:
 - a) By paying for the **indemnity period** the amount by which the **gross income** during the **indemnity period** shall fall short of the **gross income** during the equivalent period immediately before the forfeiture, suspension or withdrawal of the licence.
 - b) By paying any reasonable additional expenses incurred in maintaining the **gross income** during the **indemnity period** but not more than the loss avoided under a)

less any amount saved during the **indemnity period** in respect of reduced expenses due to the event.

In adjusting the amount paid, all variations or special circumstances affecting the **business** will be taken into account in order that the amount paid represents as nearly as practicable the results, which would have been expected if forfeiture, suspension, or withdrawal of the licence had not occurred.

If the event occurs in the first trading year, the payment under a) will be based on the trading figures immediately before the forfeiture, suspension, or withdrawal of the licence.

- The reduction in value of the **hotel**, if **you** are unable to obtain a licence for a period of twelve months from the date of forfeiture, suspension, or withdrawal of the licence, and **you** sell the **hotel**.
- All costs and expenses incurred by **you** with **our** written consent.

What is not covered

No claim will arise under this section if:

- a) **you** are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the licence.
- b) alterations to the **hotel** requiring the consent of the licensing or other authority are made without that consent.
- c) the **hotel** is closed for any period not required by law.
- d) **hotel** is not maintained in a good state of sanitary condition or repair.
- e) any direction or requirement of the licensing or other authority is not complied with.
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through **your** misconduct, procurement, connivance, neglect, or omission, or by any omission by **you** to take any step necessary to keep the licence in force.
- g) prior or subsequent to the refusal to renew or forfeiture of the licence, the **hotel** is required for any public purpose, or if surrender or refusal to renew or forfeiture arises under, or results from any scheme of town or country planning, improvement or redevelopment or surrender, reduction or redistribution of licences, in connection with post-war reconstruction or from any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licences.

Exclusions b) to f) inclusive will not apply where **you**, or any other claimant under this section, proves to **our** reasonable satisfaction that the matter was completely beyond their power or control.

Extra benefits included with Section four: Loss of liquor licence

What is covered

Professional accountants' charges

We will indemnify **you** in respect of reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details contained in **your business** books or such other proofs, information or evidence as **we** may require and reporting that such particulars or details are in accordance with **your business** books or documents.

What is not covered

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to this **section** also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Alternative trading condition

If during the **indemnity period** food, drink and accommodation are supplied or services rendered elsewhere than at the **hotel** for the benefit of the **business** either by **you** or by others on **your** behalf, the money paid or payable in respect of such food, drink, accommodation or services will be brought into account in arriving at the reduction of **gross income** during the **indemnity period**.

Notification to **us** of change in licencing circumstance(s) condition

a) **You** must on becoming aware of any:

- complaint against the **hotel** or its control;
- proceedings against or conviction of the licence holder, manager, tenant or occupier of the **hotel** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety;
- change in the tenancy or management of the **hotel**;
- transfer or proposed transfer of the licence;
- alteration in the purpose for which the **hotel** is used; or
- objection to renewal or other circumstances, which may endanger the licence, or its renewal;

immediately give notice in writing to **us** and supply such additional information, and give such assistance as **we** may reasonably require.

b) In the event of **your** death, bankruptcy, or incapacity, or desertion of the **hotel**, or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant, manager, occupier or licence holder, **you** will, and at **our** request, procure a suitable person to replace him, and one to whom the justices will transfer the licence or grant the licence by way of renewal.

c) In the event of the licence being forfeited or refused renewal **you** must:

- give notice in writing to **us** within 48 hours of receiving knowledge of such event, stating the grounds upon which the licence was forfeited or refused renewal.
- give all such assistance as **we** may require for the purpose of an appeal against such forfeiture or refusal to renew, and allow **our** solicitors and **us** full discretion in the conduct of such proceedings.
- apply if practicable and if required by **us**, for the grant of such new licence for the same or alternative premises, as may enable **you** to continue the **business** in a similar or alternative form.
- provide a statement of **your** loss if any, together with such documents, statements and accounts as may be reasonably required by **us** to verify the same, and also if required by **us**, make a statutory declaration as to the truth, accuracy and comprehensiveness thereof, and give **us** free access to the **hotel** and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

Limit of liability condition

The maximum amount payable during any **period of insurance** is the sum Insured shown in the **schedule** for the loss of license section plus professional accountants' charges.

Value added tax condition

To the extent that **you** are accountable to the tax authorities for value added tax all terms in this section will be exclusive of such tax.

Section five: Subsidence

Your **schedule** will show **you** if this cover applies.

What is covered

The following insured peril is added to Section one (buildings) and Section two (contents)

Subsidence or Ground Heave of any part of the site on which the **hotel** stands or Landslip

What is not covered

The **excess** as shown in the **schedule**.

- Destruction or damage to yards, car parks, roads, pavements, walls, gates and fences, unless also affecting a building insured hereby.
- Destruction or damage caused by or consisting of:
 - the normal settlement or bedding down of new structures;
 - the settlement or movement of made up ground;
 - coastal or river erosion;
 - defective design or workmanship or the use of defective materials; or
 - fire, subterranean fire, explosion, earthquake, or the escape of water from any tank, apparatus or pipe.
- Destruction or damage which originated prior to the inception of the **policy**.
- Destruction or damage resulting from:
 - demolition, construction, structural alteration, or repair of any property; or
 - groundworks or excavationat the **hotel**.

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section five also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a. from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b. until **you** have fulfilled the obligation(s).

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.

Average condition

If at the time of damage the sum insured is less than the value of the buildings insured, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same property, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Demolition, ground works, excavation or construction condition

Insofar as this **policy** relates to destruction or damage caused by subsidence, ground heave or landslip it is a condition with obligation that **you** must notify **us** immediately **you** become aware of any demolition, ground works, excavation or construction, being carried out on any site adjoining the **hotel**.

Inflation protection condition

We will adjust the sum insured in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum insured shown in the **schedule** for the buildings section adjusted in accordance with the Inflation protection condition.

Reinstatement condition

If any property is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any property.

Section six: Theft by employees

Your **schedule** will show **you** if this cover applies.

What is covered

The following extension of cover is added to Section two (contents)

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

- Any direct loss caused by an act of fraud or dishonesty committed by any **employee** in the course of the **business** and occurring during the **period of insurance**.
- Auditor's fees incurred with **our** consent solely to substantiate the amount of the claim.
- The reasonable cost of re-writing or amending software programs or systems where necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this **policy**.

Provided that **you** fully comply with General clauses and warranties 6 (minimum standards of control).

The maximum **we** will pay in respect of any loss or series of losses, whether caused by one **employee** or two or more **employees acting in collusion**, arising from one event and in total during the **period of insurance** is as shown in the **schedule**.

What is not covered

The **excess** as shown in the **schedule**.

- Acts committed prior to the commencement of this **policy**.
- Losses occurring during the currency of this section and not discovered within 14 days of the expiry of the **period of insurance**.
- Any monies which would have been payable by **you** to an **employee** but for the **employee's** dishonesty.
- Loss of interest or consequential loss of any kind.
- Losses caused by or involving any **employee** who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the **business**.
- Further acts of theft by an **employee** following **your** immediate discovery of any act of theft by that **employee**.
- Any loss where the Minimum Standards of Control have not been complied with or have been altered without prior agreement by **us**.

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section six also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s).

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.

Average condition

If at the time of damage the sum insured is less than the value of the contents insured, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same property, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Employee references and loss mitigation condition

It is a condition with obligation that:

1. **You** obtain satisfactory references from former employers for at least three years prior to this current appointment for **employees** who will be responsible for **money**, goods, accounts, computer operations or computer programming. It is not necessary to obtain references for **employees** satisfactorily employed for at least one year in **your business** prior to commencing duties with the responsibilities above. **You** must retain a record of any verbal references and a copy of written references so they are available to **us** if requested.
2. Following the ending of an **employee's** contract of employment, **you** must take all reasonable security precautions to prevent theft by that **employee**.
3. Any of the **employee's money** under **your** control at the discovery of the theft by the **employee** must be deducted from the amount of the loss before a claim is made under this **policy**.
4. Any further **money** recovered less any costs incurred in recovery will be paid firstly to **you** if **your** loss has exceeded the limit of indemnity so **your** loss is reduced (but not the **excess**), then paid to **us** to the extent of the claim paid or payable and finally to **you** in respect of the **excess**.

Inflation protection condition

We will adjust the sum insured in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum insured shown in the **schedule** for the contents section adjusted in accordance with the Inflation protection condition.

Minimum standards of control condition

If **your policy** extends to cover Section six: Theft by **employees**, the following minimum standards of control apply:

1. Where **your** accounts including all subsidiary companies are examined by external auditors or professional accountants, any recommendations or alternatives acceptable to these parties must be implemented.
2. **Employees** receiving cash and cheques in the course of their duties are required to remit all monies received to the relevant department and/or bank in full on the day of receipt or next banking day.
3. All cheques or other bank instruments drawn for more than £25,000 require two manually applied signatures added after the amount has been inserted. No cheque or instrument can be signed until one signatory has examined the supporting documentation.
4. Bank statements, receipts, counterfoils and supporting documentation are to be checked at least monthly against cash book entries and the balance tested against cash and unpresented cheques independently of the **employees** responsible for such duties.
5. Cash in hand and petty cash are to be checked at least monthly and additionally without warning every six months independently of the **employees** responsible for such duties.
6. If any **employees** are paid other than by crossed cheque or credit transfer the payroll is to be independently checked prior to payment being made. The payroll details are to be checked at least quarterly to ensure no fictitious names have been added independently of the persons responsible for such duties.
7. There will be a physical check of all stock and materials held against verified stock records at least annually independently of the **employees** responsible for such duties.
8. Statements of account for all amounts **customers** owe are to be issued directly to the **customers** independently of the **employees** receiving or collecting monies.
9. All **employees** who are responsible for **money**, goods, accounts, computer operations or computer programming are required to take an uninterrupted holiday of at least 2 weeks each calendar year during which they perform no duties.
10. Security checks are to be built into all computer functions.

Reinstatement condition

If any property is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any property.

Section seven: Specified all risks

Your schedule will show **you** if this cover applies.

What is covered

The following extension of cover is added to Section two (contents)

We will indemnify **you** against loss of or damage to the property described in the **schedule** by any accident or misfortune occurring anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and for up to 30 consecutive days elsewhere in the world.

What is not covered

The **excess** as shown in the **schedule**.

- Loss or damage:
 - by theft or any attempted theft not involving entry to or exit from the **hotel** by forcible and violent means;
 - arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing;
 - arising from or attributable to the action of light or atmosphere, moths, parasites, vermin, corrosion, dampness, mould, marring, scratching, bruising or deterioration;
 - (other than fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment, maintenance or repair;
 - to **money**, jewellery, precious stones, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses; or
 - by theft from an unattended motor vehicle unless such vehicle has been securely locked at all points of access.
- Any property otherwise insured
- Erasure or distortion of information on computer systems or their records.
- Loss by official confiscation or detention.

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section seven also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **hotel**.

Average condition

If at the time of damage the sum insured is less than the value of the property insured, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same property, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Inflation protection condition

We will adjust the sum insured in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Limit of Liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum Insured shown in the **schedule** for the specified all risks section, adjusted in accordance with the inflation protection clause.

Reinstatement condition

If any property is to be reinstated or replaced by us, then you will at your own expense provide all the plans, documents, books and information that may be needed. We will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. We will not pay more than the sum insured for any property.

Section eight: Terrorism

Your **schedule** will show if this section is covered.

What is covered

We will extend the cover provided under the following sections, where your **schedule** shows these as covered, to include **damage** to the property insured or **business interruption** caused by, happening through or as a result of **terrorism**:

1. Section one: Buildings
2. Section two: Contents
3. Section seven: Specified all risks
4. Section three: Loss of income

What is not covered

Excluded property exclusion

We will not cover any losses caused by or resulting from loss, destruction or damage to any:

1. property located outside England, Wales and Scotland
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this **policy**.

Other insurances exclusion

We will not cover you for any property which is insured by or would but for the existence of this section, be insured by any form of transit, aviation or marine policy.

Section Conditions

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to section eight also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect your right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on you that require you to do, or not do, certain things; such conditions are referred to as a condition with obligation. If you fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation we may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to your failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date you failed to fulfil the obligation(s) (or part of an obligation),
 - b) until you have fulfilled the obligation(s).

Claim notification condition

On the happening of any event which may give rise to a claim, it is a condition with obligation that you must notify us as soon as reasonably practicable.

You may contact us using the information set out under the "How to make a claim" Notice in this **policy**.

Claim procedure condition

On the happening of any event which may give rise to a claim, it is a condition with obligation that you must:

- a) give all information and assistance we may require and forward all documents, to enable us to investigate, settle or resist any claim as we may require
- b) not make or allow to be made on your behalf any admission, offer or promise payment of indemnity without our written consent
- c) take all practicable steps to recover property lost and otherwise minimise the claim
- d) not incur any expense without our prior consent except at the insured's own cost
- e) within 30 days or such further time as we may allow in writing deliver to us a written claim providing at your own expense all details, proofs and information regarding the cause and amount of **damage** as we may reasonably require together with details of any other insurances on any property or liability covered by this **policy** and (if demanded) a statutory declaration of the truth of the claim and or any related matters

- f) not destroy evidence, supporting information or documentation without **our** prior consent or destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this **policy**.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed:

1. the total sum insured under each section
2. the sum insured for any one item
3. any specific limit of **our** liability shown in the **policy** sections
4. the sum insured (or limit) remaining after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is the less as shown in **your schedule**.

Proof of cover condition

In any action or other proceedings where **we** state that any loss, damage, costs or expense is not covered by this section, it will be **your** responsibility to prove that they are covered.

Section nine (A): Employers' liability

What is covered	What is not covered
<p>We will indemnify you against all sums that you become legally liable to pay as damages, together with costs and expenses shown below in respect of injury sustained within the territorial limits during the period of insurance by any employee arising out of their employment by you in the course of the business.</p> <p>Limit of indemnity</p> <p>Our liability under Section nine (A) for damages, costs and expenses payable in respect of any one claim against you, or series of claims against you, arising out of one event shall not exceed the amount stated in the schedule.</p> <p>Costs and expenses shall be deemed to mean:</p> <ul style="list-style-type: none">▪ Costs and expenses of claimants for which you are legally liable.▪ Other costs and expenses incurred with our written consent, in respect of any claim which may be the subject of indemnity under Section nine (A).▪ Solicitors fees incurred with our written consent for:<ul style="list-style-type: none">– defence in any court of summary jurisdiction of any proceedings brought against you in respect of breach or alleged breach of any statutory duty resulting in injury.– representation at a coroner's court or fatal accident inquiry in respect of any death which may be the subject of indemnity under Section nine (A).▪ Legal costs and expenses incurred by you, and at your request any director or employee with our written consent, and costs awarded against you or any director or employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974, or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:<ul style="list-style-type: none">a) the proceedings relate to the health, safety or welfare of employeesb) we will not indemnify you for:<ul style="list-style-type: none">(i) fines or penalties(ii) costs and expenses insured by any other policy.	<ul style="list-style-type: none">▪ Liability for work away from the hotel other than clerical duties, collection or delivery or outside catering.▪ Indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

Extra benefits included with Section nine (A): Employers liability

We will also cover the following.

What is covered

Unsatisfied court judgements

In the event of **injury** to an **employee** sustained during the **period of insurance**, and arising out of his employment by **you** in the course of the **business**, which results in a judgement for damages being obtained by such **employee** or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgement, **we** will at **your** request pay to the **employee** or his personal representatives, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
 - (i) in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - (ii) against a company partnership or individual other than **you** conducting a **business** at or from premises within the territories described in a) i) above
- b) there is no appeal outstanding
- c) if any payment is made under the terms of this extension, the **employee** or the personal representatives of the **employee** must assign the judgement to **us**.

What is not covered

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section nine (A) also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Employers' Liability Tracing Office Notice condition

Information relating to **your** insurance policy including, the policy number(s), employers' names and addresses (including disclosed subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database.

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **policy**, **you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

Right of recovery condition

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, but **you** must repay to **us** all sums paid by **us** that **we** would not have been liable to pay but for the provisions of such law.

Section nine (B): Public and products' liability

<p>What is covered</p> <p>We will indemnify you against all sums that you become legally liable to pay as damages and costs and expenses of claimants in respect of:</p> <ul style="list-style-type: none"> ▪ accidental injury to any person ▪ accidental loss of or damage to material property ▪ accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water ▪ wrongful arrest, detention, imprisonment, or eviction of any person, or invasion of the right of privacy <p>occurring within the territorial limits during the period of insurance</p> <p>a) happening in the course of the business, or b) caused by the nature or condition of anything sold or supplied by you (or its container or packaging) in the course of the business.</p>	<p>What is not covered</p> <ul style="list-style-type: none"> ▪ The excess as shown in the schedule.
<p>1. Limit of liability</p> <p>Our liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon, or attributable to one source or original cause will not exceed the limit of indemnity stated in the schedule, but the limit of indemnity will be the maximum amount payable in any one period of insurance in respect of liability arising from anything sold or supplied by you.</p>	<ul style="list-style-type: none"> ▪ We will not be liable for any claim under this section for: <ol style="list-style-type: none"> 1. injury to any employee; 2. <ol style="list-style-type: none"> (i) loss of or damage to property belonging to you, or which is leased, let, rented, hired or lent to, or which is the subject of a bailment to you, or (ii) loss of or damage to property belonging to a guest. 3. any costs incurred in recalling or modifying any product supplied; 4. liquidated damages, penalty clauses, fines or aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages; 5. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by you, or for any reduction in value thereof; 6. the cost or value of any products supplied or replacement, repair, removal, rectification, or reinstatement thereof, where legal liability arises from a defect in or the unsuitability of such products supplied; 7. the ownership, possession, or use by you or on your behalf, of any craft (air or waterborne) or mechanically propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the hotel; 8. lack of care or skill in the giving of professional or other advice or treatment for a fee in connection with the business (other than first aid treatment); 9. work away from the hotel other than clerical duties,

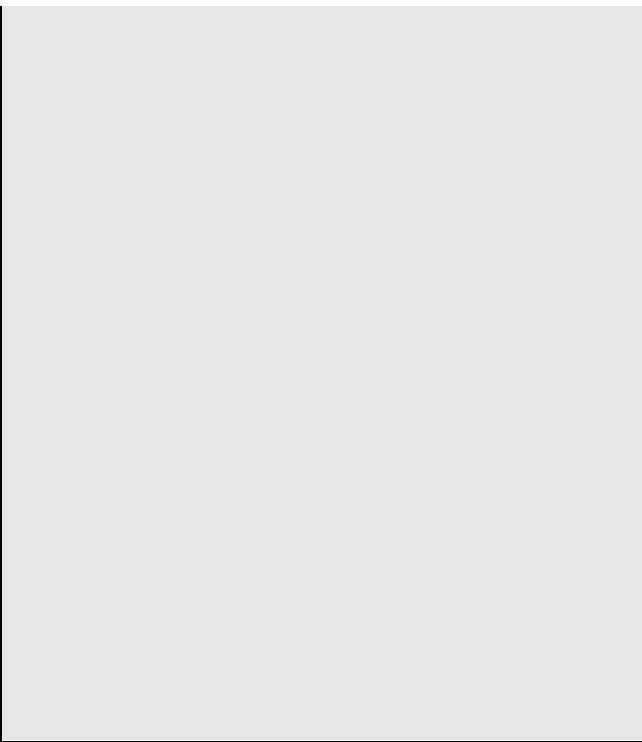
	<p>collection or delivery work or outside catering;</p> <p>10. any action for damages brought in a court of law of any territory outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, in which you have a branch or subsidiary, or are represented by a party domiciled in such territory or by a party holding your power of attorney;</p> <p>11. liability which attaches by virtue of any express warranty, indemnity, or guarantee given or entered into by you, but which would not have attached in the absence of such warranty, indemnity or guarantee;</p> <p>12. Injury or loss or damage caused by or in connection with any bonfire or firework display provided by you;</p> <p>13. injury or loss or damage to property caused by, or in connection with anything sold or supplied by you, which to your knowledge is exported to the United States of America or Canada;</p> <p>14. the ownership, possession or use by you or on your behalf of any pedal cycles, perambulators and children's toys, hand-propelled craft, bouncy castles, domestic dogs, cats and horses, sporting guns and air guns.</p> <p>15. injury or loss or damage to property arising from products other than products supplied; or</p> <p>(i) pollution or contamination of buildings or other structures or of water or land or the atmosphere, and</p> <p>(ii) injury or damage to property caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.</p> <p>All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.</p>
<p>2. Costs</p> <p>We will in addition:</p> <ul style="list-style-type: none"> ▪ pay all other costs and expenses incurred with our written consent in respect of any claim which may be the subject of indemnity under Section nine (B). ▪ pay solicitors' fees incurred with our written consent for: <ul style="list-style-type: none"> a) defence in any court of summary jurisdiction of any proceedings brought against you in respect of breach, or alleged breach of any statutory duty resulting in injury. b) representation at a coroner's court or fatal accident inquiry in respect of any death which may be the subject of indemnity under Section nine (B). ▪ Indemnify you and at your request any director or employee in respect of legal costs and expenses incurred with our written consent, and costs awarded against you or any director or employee, arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the 	

period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:

- a) the proceedings relate to the health, safety or welfare of persons other than **employees**
- b) **we** will not indemnify **you** for:
 - (i) fines or penalties
 - (ii) costs and expenses insured by any other policy.

- Indemnify **you** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of a breach of Part II of The Consumer Protection Act 1987 provided that:

- a) the proceedings relate to an offence alleged to have been committed in the course of the **business** during the **period of insurance**
- b) **we** will not indemnify **you** for:
 - (i) fines or penalties
 - (ii) costs and expenses insured by any other policy.



Extra benefits included with Section nine (B): Public and products' liability

We will also cover the following.

What is covered

1. Cross liabilities

If more than one **insured** is referred to in the **policy schedule**, Section nine (B) will apply to each one as if a separate policy had been issued to each, provided that the total amount of indemnity payable to all parties in respect of damages does not exceed the limit of indemnity.

What is not covered

2. Tenants liability

If the **hotel** is leased, let, rented, hired or lent to **you**, 'What is not covered' 2 of Section nine (B) will not apply.

In addition, **we** will indemnify **you** for legal liability in respect of all sums, which **you** may be legally liable to pay as tenant, for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) at the **hotel** or connecting them to the public mains.

The indemnity will not apply to legal liability in respect of:

- loss or damage arising under agreement unless liability would have attached to **you** in the absence of such agreement.
- the **excess** shown in the **schedule** in respect of any claim caused otherwise than by fire or explosion.
- loss or damage caused by fire or any other insured peril against which a tenancy or other agreement stipulates that insurance shall be effected by **you** or on **your** behalf.

3. Defective premises act

Section nine (B) extends to indemnify **you** against legal liability in respect of **injury**, loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the **business**, and since disposed of by **you**.

- Indemnity will not apply if **you** are entitled to indemnity under any other insurance.

<p>4. Contingent motor liability</p> <p>We will indemnify you against legal liability in respect of injury, loss, or damage arising out of the use in connection with the business of any motor vehicle not owned or provided by you.</p>	<p>The indemnity will not apply to legal liability:</p> <ul style="list-style-type: none"> ▪ in respect of loss or damage to such vehicle or to goods conveyed therein or thereon. ▪ in respect of injury, loss or damage arising while such vehicle is being: <ul style="list-style-type: none"> a) driven by you b) driven with your general consent or the consent of your representative, by any person who known to you or your representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence c) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man. ▪ in respect of which you are entitled to indemnity under any other insurance.
<p>5. Overseas personal liability</p> <p>We will indemnify you and if you so request, any of your directors, partners or any employees or their spouse against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man in connection with the business.</p>	<p>The indemnity will not apply to legal liability:</p> <ul style="list-style-type: none"> ▪ arising out of the ownership or occupation of land or buildings. ▪ in respect of which any person referred to above is entitled to indemnity under any other insurance. ▪ arising from the carrying on of any trade or profession which is not in connection with the business. ▪ arising from the ownership, possession or use of wild animals, firearms, mechanically propelled vehicles, aircraft or watercraft.
<p>6. Cloakrooms</p> <p>We will indemnify you in respect of your liability as a result of damage to customers or guests' property whilst such property is deposited in the cloakroom at the hotel provided that tickets are issued to all customers and guests stating that they deposit property in the cloakroom at their own risk.</p> <p>The maximum we will pay is £100 any one item and not exceeding £1,000 any one hotel.</p>	<p>We will not indemnify you in respect of:</p> <ul style="list-style-type: none"> ▪ gold or silver articles, jewellery, watches and similar property. ▪ loss or damage to customers or guests' property caused by fire and/or explosion. ▪ any unattended cloakroom unless such cloakroom is locked.

Extra benefits included with Section nine (A) and (B): Employers' liability and Public and products' liability

We will also cover the following.

What is covered

1. Additional persons insured

- In the event of the death of any person entitled to indemnity under this section, **we** will indemnify in the terms of this **policy** the deceased's legal personal representatives, but only in respect of liability incurred by such deceased person.
- At **your** request **we** will indemnify in the terms of this

What is not covered

policy:

a)
(i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement

(ii) any of **your** directors or **employees** in respect of liability arising in connection with the **business**

provided that **you** would have been entitled to indemnity under the section if the claim had been made against **you**

b)
(i) any officer, committee or member of **your** canteen, sports, social or welfare organisations, fire, security, first aid or medical services, in their respective capacities as such

(ii) any of **your** directors or senior officials, in respect of private work undertaken by any **employee** for such director or senior official

provided that each person as though they were **you** observes, fulfils, and is subject to the terms of this **policy** insofar as they can apply

We will retain the sole conduct and control of all claims.

Where **we** are required to indemnify more than one party, the total amount of indemnity payable to all parties in respect of damages will not under section nine (B) exceed the limit of indemnity.

2. Compensation for court attendance

In the event of any of the following persons attending court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to indemnity under this section, **we** will provide compensation to **you** at the following rates per day, for each day on which attendance is required:

- any of **your** directors or partners £250
- any **employee** £150

Section ten: Legal expenses

Meaning of defined terms

You can find the meaning of words in bold on pages 9-11. There are some words that may only appear in this section or are defined differently and the meanings shown here apply to this section only.

Appointed representative

Appointed representative means the **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

Costs and expenses

Costs and expenses means:

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

Countries covered

Countries covered means:

- a) for insured incidents Legal defence (excluding 5 Statutory notice appeals), and **bodily injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- b) for all other insured incidents

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

DAS Standard Terms of Appointment

DAS Standard Terms of Appointment means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

Date of occurrence means the date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an insured incident occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to **us** during or within 30 days after the expiry of the same **period of insurance**.

Employer compliance dispute

Employer compliance dispute means a dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured person

Insured person means **you** and **your** directors, partners, managers, employees and any other individuals declared to **us** by **you**.

Preferred law firm or tax consultancy

Preferred law firm or tax consultancy means a law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Premises

The buildings and land shown in the **schedule** being occupied by **you** for the purpose of the **business**.

Reasonable prospects

Reasonable prospects means:

- a) for civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm or tax consultancy** on **our** behalf, will assess whether there are reasonable prospects.
- b) for criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Tax enquiry

Tax enquiry means a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) included a request to examine any aspect of **your** books and records; or
- b) advises of a check of **your** whole tax return

Vat dispute

Vat dispute means a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

What is covered

This section will cover **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the **schedule** provided that:

- a) **reasonable prospects** exist for the duration of the claim
- b) the **date of occurrence** of the insured incident is during the **period of insurance**
- c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**
- d) the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm or tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
- f) in respect of Legal defence 6 Jury service and court attendance, the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or tribunal pays.

What we will not pay

- a) In the event of a claim, if **you** decide not to use the services of a **preferred law firm or tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**
- b) The total of the employment compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

Insured incidents

Employment disputes and compensation awards

Employment disputes

We will pay **costs and expenses** to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal:
 - i. following the dismissal of an **employee**; or
 - ii. where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme
- c) in legal proceedings in respect of any dispute relating to:
 - i. a contract of employment with **you**; or
 - ii. an alleged breach of the statutory rights of an **employee**, ex-**employee** or prospective **employee** under employment legislation.

Employee civil legal defence

We will pay **costs and expenses** to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a) under legislation for unlawful discrimination; or
- b) as a **trustee** of a pension fund set up for the benefit of **your employees**.

Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.

Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under insured incident 1 Employment disputes

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - i. followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii. sought and followed advice from **our** legal advice service (0344 893 5726).
- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service (0344 893 5726) since the date when **you** should have known about the employment dispute.
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** claims department (0344 893 5726) before starting any redundancy process or procedure with **your** employees.
- d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**. Please see What we will not pay b).

Service Occupancy

We will pay **costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

Legal defence

We will pay **costs and expenses** to defend the **insured person's** legal rights:

1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.

2. Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

For claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the **schedule**.

3. Data protection

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

in respect of 3 a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see General section exclusion 3.

4. Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

6. Jury service and court attendance

An **insured person's** absence from work:

- a) to perform jury service
- b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

Provided that:

For each of the above sections of Legal defence cover **you** request **us** to provide cover for the **insured person**.

Statutory licence appeal

We will pay **costs and expenses** in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

Contract disputes

We will pay **costs and expenses** for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If you are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- c) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

Tenancy disputes

We will pay **costs and expenses** in respect of a dispute between **you** and **your** landlord or tenant relating to **premises** leased or rented by or to **you**.

Property protection and bodily injury

Property protection

We will pay **costs and expenses** in any civil dispute relating to material property which is owned by **you**, or is **your** responsibility, following:

- a) any event which causes physical damage to such material property; or
- b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- c) a trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

Bodily injury

At **your** request, **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or **bodily injury** to them.

Tax protection

We will pay **costs and expenses** for an **appointed representative** following:

1. A **tax enquiry**
2. An **employer compliance dispute**
3. A **VAT dispute**.

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the **schedule**.

Specific section exclusions

This section excludes and does not cover:

Employment disputes and compensation awards

a) Employment disputes

- i. Any claim in respect of damages for **bodily injury** or loss of or damage to property
- ii. Any claim arising from or relating to the Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

b) Compensation awards

- i. Any compensation award relating to the following:
 1. trade union activities, trade union membership or non-membership
 2. pregnancy or maternity rights, paternity, parental or adoption rights
 3. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 4. statutory rights in relation to **trustees** of occupational pension schemes
- ii. Non-payment of money due under a contract of employment or a statutory provision
- iii. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation
- iv. Any compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
- v. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c) Service occupancy

Any claim relating to defending **your** legal rights other than defending a counter-claim.

Legal defence

a) Criminal pre-proceedings cover

- i. Any claim relating to a criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- ii. Any claim relating to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

b) Criminal prosecution defence

- i. Any claim relating to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

c) Data protection

A claim relating to the following:

- i. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- ii. a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

Please note this exclusion applies to section 3 of the **Legal defence** cover.

d) Statutory notice appeals

- i. An appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
- ii. A Statutory Notice issued by an **insured person's** regulatory or governing body.

Contract disputes

A claim relating to the following:

1.
 - a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
 - b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
 - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
2. a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident Employment disputes and compensation awards - a). **Employment disputes**
3. a dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services; or
 - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
4. a dispute arising from a breach or alleged breach of **professional duty** by an **insured person**
5. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Tenancy disputes

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

Statutory licence appeal

- a) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- b) Any claim relating to the ownership, driving or use of a motor vehicle.

Property protection and **bodily injury**

a) **Property protection**

Any claim relating to the following:

- i. a contract **you** have entered into (please refer to Contract disputes)
- ii. goods in transit or goods lent or hired out
- iii. goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
- iv. mining subsidence
- v. defending **your** legal rights but **we** will cover defending a counter-claim
- vi. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
- vii. the enforcement of a covenant by or against **you**.

b) **Bodily injury**

Any claim relating to the following:

- i. any illness or **bodily injury** that happens gradually
- ii. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
- iii. clinical negligence
- iv. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **bodily injury**.

Tax protection

- a) Any claim relating to a tax avoidance scheme
- b) Any failure to register for Value Added Tax or Pay as You Earn
- c) Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section,

Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office

- d) Any claim relating to import or excise duties and import VAT
- e) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

General section exclusions

This section excludes and does not cover:

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before **our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under Employment disputes and compensation awards and Legal defence.
4. Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
7. Any insured incident deliberately or intentionally caused by an **insured person**.
8. A dispute with **us** not otherwise dealt with under item 7 of Section conditions.
9. Any claim relating to a shareholding or partnership share in the **business** shown in the **schedule**.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
12. Any claim where either at the start of, or during the course of a claim, **you**:
 - a) Are declared bankrupt
 - b) Have filed a bankruptcy petition
 - c) Have filed a winding-up petition
 - d) Have made an arrangement with **your** creditors
 - e) Have entered into a deed of arrangement
 - f) Are in liquidation
 - g) Part or all of **your** affairs or property are in the care or control of a receiver or administrator.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
14. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
15. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Conditions applicable to Section ten: Legal expenses

Claim conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to this section also apply and are set out immediately below.

Claim notification

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this **policy**, phone us on 0344 893 5726 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, **DAS** Legal Expenses Insurance Company Limited, **DAS** House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively **you** can email **your** claim to newclaims@das.co.uk

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, we will not pay the costs involved even if we accept the claim.

Claim procedure

On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

General conditions applicable to Section ten: Legal expenses

1. An **insured person** must:
 - a) co-operate fully with **us** and the **appointed representative**
 - b) give the **appointed representative** any instructions that **we** ask **you** to.
2.
 - a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**
 - c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so
3. An **insured person** must:
 - a) instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this
 - b) take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
4. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
5. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.
6. **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that

we have agreed to) or make a successful defence.

7. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
8. An **insured person** must:
 - a) keep to the terms and conditions of this section
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything **we** ask for in writing, and
 - e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
9. **We** will, at our discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
 - a) A claim the **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b) A false declaration or statement is made in support of a claim

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.
10. Apart from **us**, **you** are the only person who may enforce all or any part of this **policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
11. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
12. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data Protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the insured person's personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

Who **we** are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of **the insured person's** personal data by us and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How **we** will use **your** information

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other

organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

What is **our** legal basis for processing **your** information?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

How long will **your** information be held for?

We will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that we no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.
What are **your** rights?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

Section eleven: Household contents

Your schedule will show **you** if this cover applies.

What is covered

The following extension of cover is added to Section two (contents)

We will indemnify **you** in respect of loss or damage to household contents and personal effects within the **residential accommodation** of the **hotel** belonging to **you** or the resident manager or any of their family permanently residing with them.

The maximum amount **we** will pay for household contents and personal effects is the amount shown in the schedule.

What is not covered

The **excess** as shown in the schedule.

- Loss or damage:
 - by theft or any attempted theft from the **residential accommodation** of the **hotel** that **you** or the resident manager or any of their family permanently reside in, unless the theft involves entry or exit from the **residential accommodation** by forcible and violent means;
 - arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing;
 - arising from or attributable to the action of light or atmosphere, moths, parasites, vermin, corrosion, dampness, mould, marring, scratching, bruising or deterioration;
 - (other than fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment, maintenance or repair;
 - to curios, medals, coin collections and stamp collections;
 - to hearing aids, contact or corneal lenses, **money**, documents, securities or animals;
 - to property used for any professional or business purposes;
 - to sports equipment whilst in use;
 - by chewing, scratching, tearing or fouling by domestic pets;
 - in respect of any building which is **unoccupied**;
 - following dishonesty or fraudulent action by **your employees** or any person lawfully in the **hotel**;
 - to furs, gold and silver articles, jewellery, precious metals and precious stones with an individual value exceeding £1,500; or
 - to paintings, prints or works of art with an individual value exceeding £500.
- Any property otherwise insured.
- Erasure or distortion of information on computer systems or their records.
- Loss by official confiscation or detention.

Section conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to Section eleven also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s).

Automatic reinstatement of sum insured condition

In the event of a loss, the sum insured hereby shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **hotel**.

Average condition

If at the time of damage the sum insured is less than the value of the property insured, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other **policy** covering the same property, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Inflation protection condition

We will adjust the sum insured in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Intruder alarm condition

Unless otherwise agreed by **us** and noted in the statement of facts, it is a condition with obligation that for loss, destruction, or damage (including loss of **money**) involving entry to or exit from the **hotel** by forcible and violent means, that an intruder alarm as detailed in the statement of facts is installed at the **hotel** and put into effect whenever the **hotel** is left unattended.

If **we** ever require a different type of alarm to be installed, this will be brought to **your** attention within the documentation **we** issue. When this occurs, the change in the type of alarm must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required alarm is fitted and fully operational.

In the event of a claim for loss or damage to **money** involving entry to or exit from the **hotel** by forcible and violent means within the timescale given for implementation, **you** must show that **you** have taken steps to have the required type of alarm installed. If **your** cover is restricted, **you** may not be covered until the required alarm is fitted and fully operational.

In addition to the above **your** intruder alarm must also conform with the following:

1. the **intruder alarm system** designed must be installed and maintained to British Standard BS4737 or PD 6662:2004 by a company listed and approved by the National Approval Council for Security Systems (NACOSS) or the Security Systems and Alarms Inspection Board (SSAIB).

2. the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed by **us**
3. no alteration or substitution of:
 - a) any part of the **intruder alarm system** or signalling system
 - b) the maintenance contract be made without **our** agreement
4. the **hotel** must not be left unattended without **our** agreement:
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
 - b) if the police have withdrawn their response to alarm calls
5. **you** must maintain secrecy of codes for the operation of the **intruder alarm system**, and details of such codes and all keys to the **intruder alarm system** must be removed from the **hotel** when the **hotel** is left unattended
6. **you** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company
7. in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication during any period the **intruder alarm system** is set a **key holder** must attend the **hotel** within 20 minutes.
8. if **you** receive any notification:
 - a) that the police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
 - b) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance
 - c) that the **intruder alarm system** cannot be returned to, or maintained in full working order

If **you** are unable to comply with any of the items under 1 to 8 immediately above **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** require.

Limit of liability condition

Subject to the provisions of Automatic reinstatement of sum insured, the maximum amount payable during any **period of insurance** under any item is the sum insured shown in the schedule for the household contents section adjusted in accordance with the Inflation protection condition.

Protections condition

It is a condition with obligation that for loss, destruction or damage (including loss of **money**) involving entry to or exit from the **hotel** by forcible and violent means, that all existing security devices provided to protect the **hotel** are properly fitted and put into full operation whenever the **hotel** is closed for **business** or left unattended.

If **we** ever require a higher level of security to be implemented then this will be brought to **your** attention within the documentation **we** issue. When this occurs the required level of security must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required level of security is fully operational.

In the event of a claim for loss or damage to **money** involving entry to or exit from the **hotel** by forcible and violent means within the timescales given for implementation, **you** must show that **you** have taken steps to implement the required level of security.

Reinstatement condition

If any property is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any property.