

# Policy Document

---

## Hotels & Guesthouses

Arranged by  
**premierline** direct  
THE BUSINESS insurance SPECIALISTS

A company of **Allianz** 

## Contents

<b>Introduction</b>	<b>3</b>
<b>Claims Services</b>	<b>4</b>
<b>Helplines</b>	<b>4</b>
<b>Complaints Procedure</b>	<b>4</b>
<b>Data Protection</b>	<b>4</b>
<b>Financial Services Compensation Scheme (FSCS)</b>	<b>5</b>
<b>Survey Risk and Improvement Requirements</b>	<b>5</b>
<b>Important Information for Employers</b>	<b>5</b>
<b>Definitions</b>	<b>5</b>
<b>Section 1</b>	<b>6</b>
<b>Contents of the Hotel</b>	<b>6</b>
<b>Clauses applicable to Sections 1 and 5</b>	<b>9</b>
<b>Section 2</b>	<b>10</b>
<b>Loss of Income</b>	<b>10</b>
<b>(a) Business Interruption</b>	<b>10</b>
<b>(b) Loss of Accounts Receivable</b>	<b>11</b>
<b>Section 3</b>	<b>12</b>
<b>Legal Liabilities</b>	<b>12</b>
<b>(a) Employers Liability</b>	<b>12</b>
<b>(b) Public &amp; Products Liability</b>	<b>13</b>
<b>Section 4</b>	<b>15</b>
<b>Loss of Liquor Licence</b>	<b>15</b>
<b>Section 5</b>	<b>16</b>
<b>The Building of the Hotel</b>	<b>16</b>
<b>Section 6</b>	<b>17</b>
<b>Subsidence</b>	<b>17</b>
<b>Section 7</b>	<b>18</b>
<b>Theft by Employees</b>	<b>18</b>
<b>Section 8</b>	<b>18</b>
<b>Specified All Risks</b>	<b>18</b>
<b>Section 9</b>	<b>19</b>
<b>Computer Breakdown</b>	<b>19</b>
<b>Section 10</b>	<b>20</b>
<b>Commercial Legal Protection</b>	<b>20</b>
<b>Special Clause</b>	<b>24</b>
<b>General Exceptions</b>	<b>24</b>
<b>General Conditions</b>	<b>26</b>

## Introduction

Thank you for choosing Premierline Direct as your insurance intermediary. Your Policy documents are enclosed - please read them carefully and let Premierline Direct know immediately if the insurance does not meet Your requirements.

If You do not understand any part of the cover or wish to ask any questions please contact the Premierline Direct Customer Helpline on 0845 330 1800.

Other useful contact information including the Claims Line number can be found on page 4.

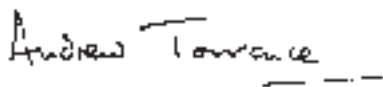
## The Contracts of Insurance and the Underwriters

This insurance, (other than Section 10) is underwritten by Allianz Insurance plc. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB. UK. Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849.

Section 10 – Commercial Legal Protection, is underwritten by DAS Legal Expenses Insurance Company Limited. DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. UK. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority, registration number 202106.

Your Policy comprises legally binding contracts of insurance between You and Allianz Insurance plc and between You and DAS Legal Expenses Insurance Company and provides security against liability, loss or damage. The Policy is valid for the Period of Insurance shown on Your Schedule provided Premierline Direct have accepted Your application and You have paid the premium. Your cover is based on information that You have provided and if this information was inaccurate or incomplete Your Policy may not be valid.

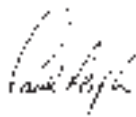
Signed on behalf of Allianz Insurance plc



Andrew Torrance

Chief Executive

Signed on behalf of DAS Legal Expenses Insurance Company



Paul Asplin

Chief Executive Officer

## Claims Services

### Claims Line for all Policy Sections other than Commercial Legal Protection

**Office hours – 0844 871 0940 Out of hours – 0870 606 1234**

Phone the Claims Lines for the following services:

#### To Make a Claim (Policy sections 1-9)

Phone the Claims Line immediately if You think You may have a claim with as much information as possible and We will tell You what to do next. We may forward to You a claim form for You to complete and sign. This should be returned to Allianz Insurance. Please also see General Condition 3 - Claims, which details Your obligations and Our rights in the event of a claim.

#### Glass Replacement Service

Phone the Claims Line if You have glass broken in windows, doors, display units or partitions and We will provide glass replacement assistance.

### Emergency Assistance

Our out of hours emergency helpline service provides help when it is most needed, no matter what the damage or where or how inconvenient the time. If Your property is damaged for example by storm or flood or during a break-in, We will take details of the problem and, if necessary, provide details of a contractor from Our repair network who will be able to help.

### Legal Protection Claims Line (Policy section 10): - Telephone 0845 330 1180 This is a 24 hour line.

If You think You may have a claim under Section 10 - Commercial Legal Protection, phone the Commercial Legal Protection Claims Line and they will tell You what to do next.

A claim form for completion will be sent to You if required and this should be returned to DAS Legal Expenses Insurance Company Limited at the address shown at the end of Section 10.

Please also observe the Claims Procedures detailed at the end of Section 10.

## Helplines

### Premierline Direct Customer Helpline - telephone 0845 330 1800

Please phone the Customer Helpline if:

- You would like a quotation for additional covers.
- Your Policy details are incorrect.
- Your address is incorrect on the accompanying letter.
- Your details change i.e. change of address or bank account.
- You lose Your documents.

### Legal & Taxation Advice Helpline - telephone 0845 330 1180

Phone the Legal Advice Helpline for confidential legal advice 24 hours a day. Advisors are suitably qualified and advice includes any commercial legal problem or issue affecting Your Business under the laws of the European Union, the Isle of Man and the Channel Islands. You will be given confidential advice on any tax matters affecting the Business under the laws of the United Kingdom. As long as Your Policy remains in force this service may be used as often as necessary and the advice is free of charge.

## Complaints Procedure

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right promptly. We will confirm receipt of Your complaint within five working days and do Our best to resolve the problem within four weeks. If We are unable to do so, We will let You know when the answer may be expected. If We have not resolved the problem within eight weeks, We will provide You with information about the Financial Ombudsman Service.

Should You wish to make a complaint, then it should be directed to the appropriate one of the following:

Section 10 of the Policy – Commercial Legal Protection

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

All other sections of the Policy:

**Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey GU1 1DB.**

Any aspect of the Premierline Direct service:

**Customer Services Controller, Premierline Direct, PO Box 640, Lancaster LA1 5XH.**

Using the complaints procedure does not affect Your legal rights.

## Data Protection

The information you provide or which is supplied by third parties may be used by us and/or carefully selected third parties to offer you a quotation, to deal with any aspects of your policy, to search credit reference agencies (who may keep a record of the search) and for customer surveys, market research and compliance business reviews. It may include your name, address, date of birth, telephone number, email address, renewal date(s), bank details including your credit/debit card number and expiry date and details of your directors, officers, employees and partners. You must have obtained their consent to our using their details. Such information may be disclosed to regulatory bodies such as the Financial Services Authority and to other insurance organisations, professional advisers and mediation companies to administer and regulate your insurance, to help offset risks and prevent fraud. Any information you supply to us must be accurate and up to date and you should inform us if any such information requires updating.

It may be used by companies within the global Allianz group of companies, by DAS Legal Expenses Insurance Company Limited or by other carefully selected

third parties to inform you about any products, services and offers we may consider to be of interest to you. We will do this by writing to you, by telephone (including by way of automatic dialling), by fax, by email or by access to our website. If for any reason you do not want to receive this information please write to us at The Marketing Department, Premierline Direct, Caton Road, Lancaster, LA1 3PE.

Under the Data Protection Act 1998, we can only discuss your details with you. If you would like anyone else to act on your behalf please let us know. Your personal details may be transferred to countries outside the European Economic Area, however they will at all times be held securely and handled with the utmost care in accordance with all principles of UK law. We will store your personal information on our secure database but will not keep it longer than is necessary. You are entitled to a copy of all the information we hold about you. You can do this by writing to us including your name and address to The Marketing Department, Premierline Direct, Caton Road, Lancaster, LA1 3PE, enclosing a cheque or postal order for £10 made payable to Premierline Direct.

## Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if Allianz Insurance or DAS Legal Expenses Insurance Company are unable to meet their liabilities. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance

You may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 020 7892 7300.

## Survey and Risk Improvement Requirements

If Allianz Insurance carry out a risk management survey of Your premises then You must comply with all risk improvements required within the

timescales specified. Failure to comply with this requirement could invalidate Your cover.

## Important Information for Employers

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and, in particular, You should be aware of the following:

### Display of Certificates

Allianz Insurance will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by the Policy. You must display an original copy of the Certificate at each Business premises, where Your Employees can see it easily.

### Retention of Certificates

You must retain copies of Certificates that have expired, for at least 40 years. This is because certain claims e.g. disease, could be made many years after the disease is caused. This requirement applies only to policies that were in force on 31st December 1998 or later.

## Definitions

Wherever the following words or expressions appear in this Policy document they will always have these meanings:

### Company/We/Us/Our

Allianz - Other than Section 10.  
DAS Legal Expenses Insurance Company Limited - Section 10.

### Premierline Direct

Premierline Direct is a trading name of Allianz Business Services Limited.  
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

### Allianz

The underwriters of Your Premierline Direct Policy, other than Section 10 (Commercial Legal Protection Cover).

### DAS Legal Expenses Insurance Company Limited

The underwriters of Your Commercial Legal Protection Cover – Section 10.

### Insured/You/Your

The person(s) or Company shown in the Schedule as the Policyholder.

### Statement of Insurance

The information provided at the time of quotation or mid term alteration and any other information given by You or on Your behalf. The Statement of Insurance incorporates a statement of Your demands and needs in relation to insurance cover.

### Policy

This Policy booklet, Schedule, Statement of Insurance, Employers Liability Certificate, and any Endorsements attached or issued.

### 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, medical and ambulance 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 the Your Business.

### 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.

### Endorsement

A wording that changes the cover in the printed Policy.

### Excess

The amount for which You are responsible as the first part of each claim as shown in the Schedule.

### Guest(s)

Any person paying for overnight accommodation in the Hotel.

### Hotel

The Hotel shown in the Schedule including its associated outbuildings, garages and annexes. The Hotel, 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 Insurance).

### Injury (only applicable to Section 3)

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

## Definitions continued

### 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.

### Territorial Limits

- 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.

### Unoccupied

Wholly unoccupied or not in use for more than 30 days at any one time or in any one Period of Insurance.

### Valuables

Precious metals and/or precious stones, and/or articles comprising of them, jewellery, watches, furs, photographic equipment including video cameras, curios, works of art, stamp, coin and medal collections and antiques other than antique furniture.

## Section 1 Contents of the Hotel

### Property Insured

Item 1 Computer and Electronic Office Equipment, for which You are responsible, including laser printers, fax machines and photocopiers, but excluding stock in trade and property more specifically insured by Items 2, 3 and 6

Item 2 Landlords Fixtures and Fittings, Interior Decorations and Tenants Improvements for which You are responsible, excluding property more specifically insured by Item 3

Item 3 All other Trade Contents for which You are responsible, excluding stock in trade and property more specifically insured by Items 1 and 2. Item 3 extends to include the following where indicated on Your Statement of Insurance:

- a) household goods and Valuables being Your property or property of the resident manager or any member of their family permanently residing with them or for which they are responsible, provided such property has been included in the Sum Insured declared to Us. The most We will pay for Valuables is £1,000 for any one single Item.
- b) household goods and personal effects of any Employee (up to a limit of £1,000 any one resident Employee and £500 any one non-resident Employee)

Item 4 Stock of Wines and Spirits for which You are responsible

Item 5 Stock of Tobacco, Cigarettes, and Cigars for which You are responsible

Item 6 Stock in Trade and goods in trust for which You are responsible, excluding stock in trade more specifically insured by Items 4 and 5 pertaining to the Business and contained in the Hotel.

Excluding:

- a) any property otherwise insured.
- b) unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, Money or documents of title to property.
- c) motor vehicles (except motor vehicles insured under Extension 14 and gardening implements), caravans, boats or accessories therein or thereon.
- d) domestic pets and livestock.
- e) loss or damage following theft by You or Your resident manager, or any member of their family permanently residing with them or any Employee.

### A Insured Perils

We will indemnify You against loss of or damage to the Property Insured caused by the following Perils:

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

2 Storm or flood excluding:

- a) loss or damage caused by frost, subsidence, ground heave or landslip
- b) loss or damage attributable solely to change in water table level
- c) loss or damage to Stock in Trade (including stock of Wines and Spirits and Tobacco, Cigarettes and Cigars) in any cellar or basement unless placed on racks at least 150mm above floor level.
- d) loss or damage to moveable property in the open
- e) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average.

3 Escape of water from any tank, apparatus or pipe excluding:

- a) loss or damage to contents of any building which is empty or not in use
- b) loss or damage to Stock in Trade (including stock of Wines and Spirits and Tobacco, Cigarettes and Cigars) in any cellar or basement unless placed on racks at least 150mm above floor level
- c) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average.

4 Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons excluding:

- a) loss or damage arising from cessation of work
- b) 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:
  - i) loss or damage by theft
  - ii) loss or damage in respect of the contents of any building which is empty or not in use
  - iii) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average.

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.

6 Theft or attempted theft (including damage to the Hotel for which You are responsible) excluding:

- a) loss or damage in respect of the contents of any building which is empty or not in use
- b) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average.

## Section 1 Contents of the Hotel continued

- 7 Leakage of oil from any fixed heating installation.
- 8 Leakage of Beer and/or other beverages from pumped drink containers and subsequent loss of contents.
- 9 Any other accidental loss or damage occurring in the Hotel excluding:
  - a) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average
  - b) loss or damage caused by or resulting from:
    - i) wear, tear, the action of light or atmosphere, moths, vermin or insects
    - ii) any process of cleaning, dyeing, restoring, adjusting or repairing
    - iii) corrosion, dampness, dryness, wet or dry rot, mould, marring, scratching, bruising, or deterioration
  - c) damage to any machine or apparatus arising from mechanical, electrical, or electronic breakdown or derangement, or from adjustment, maintenance or repair
  - d) loss or damage specifically excluded:
    - i) in Insured Perils 1-8
    - ii) in the General Exceptions
  - e) normal maintenance or repair
  - f) erasure or distortion of information on computer systems or other records
  - g) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
  - h) loss or damage by confiscation or detention by Customs or other officials or authorities
  - i) loss or damage following dishonesty or fraudulent action by Your Employees or any person lawfully in the Hotel
  - j) any shortage due to error or omission
  - k) loss or damage by theft or any attempted theft
  - l) loss or damage by subsidence, ground heave, landslip, or the settlement or movement of made-up ground
  - m) normal settlement or bedding down of new structures
  - n) coastal or river erosion.

### Excluding:

Loss, destruction, or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by:

- a) pollution or contamination which itself results from a Peril hereby insured against
- b) any Peril hereby insured against which itself results from pollution or contamination.

### **B Condition of Average**

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured, You will be considered as being Your own insurer for the difference and will bear a rateable share of the loss accordingly.

### **C Inflation Protection Clause**

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.

### **D Limit of Liability**

Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 10, the maximum amount payable during any Period of Insurance under any item including any payment made under any Special Clause, is the Sum Insured shown in the Schedule for the Contents Section adjusted in accordance with the Inflation Protection Clause.

### **E Extensions of Cover**

In addition You will be indemnified against:

#### **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:

- a) temporary boarding-up following breakage
- b) 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
- c) 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.

### Definition of Glass

- i) fixed glass in windows, doors and fanlights
- ii) glass showcases, shelves, tops and mirrors
- iii) sanitary fixtures and fittings.

### Excluding:

The first £250 or the Excess shown in the Schedule, whichever is the greater, in respect of each claim.

### **2 Signs**

Accidental loss of or damage to signs (other than neon 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 or between the United Kingdom, Channel Islands, Isle of Man and Republic of Ireland. 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.

Provided that Our liability in respect of any one vehicle, trailer or semi-trailer, or any one loss or series of losses arising out of one event or in the aggregate does not exceed £2,000 or any higher limit shown in the Schedule.

### Excluding:

- a) 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
- b) loss or damage due to natural deterioration
- c) any consequential or indirect loss or loss or damage due to delay
- d) 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.

Special Conditions which apply to this Extension:

- i) Overnight Garaging - We are not liable under this Extension for loss 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 securely locked at all points of access, and is garaged in enclosed premises which are securely locked or have a watchman in constant attendance.
- ii) Locked Car Clause - This Extension does not cover 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.

### **4 Theft of Keys**

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

## Section 1 Contents of the Hotel continued

hold such keys, We will pay to You an amount not exceeding £500, 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.

### 5 Loss of Money

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:

- while in transit within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or in a bank safe up to a maximum amount of £3,000, or any higher limit shown in the Schedule, for any one loss
- while at the residence of any principal or authorised Employee up to a maximum amount of £500 for any one loss
- from gaming, amusement or vending machines up to a maximum amount of £300 for any one loss
- from the Hotel up to a maximum amount of £3,000, or any higher limit shown in the Schedule, for any one loss

provided always that

During Business Hours:

- liability for Money not contained in a locked safe and left unattended in any part of the Hotel is limited to £500

Outside Business Hours:

- liability for Money not contained in a locked safe is limited to £500
- liability for Money in a locked safe is limited to £1,500
- keys and/or combination codes to safes are deposited in a secure place, not in the vicinity of any safe.

It is a condition precedent to liability under this Extension that whenever Money in transit exceeds £2,500 at any one time:

- the Money must be accompanied by not less than two responsible adult persons
- not more than £2,500 will be carried by any one person.

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.

#### Exclusions:

This Extension does not insure against loss:

- 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
- of Money belonging to Guests deposited with You for safe custody

### 6 Personal Accident - Assault

If You or any Employee within the age limits 16 to 70 years suffer bodily 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 limit shown in the Schedule:

Table of Compensations

1. Death	<b>Occurring within 2 years of sustaining the bodily injury</b>	£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 (payable monthly)

Provided that:

- compensation is not payable under more than one of the above items for the same injury
- no liability attaches to Us for bodily 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
- this Extension will not apply where the Business includes a sub post office

The insurance by this Extension is extended to pay for 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.

### 7 Freezer Contents

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 resulting from any cause other than loss or damage:

- following the deliberate act of any electricity authority in termination, disconnection, restriction or withholding the supply of electricity
- caused by neglect or misuse

provided that:

- the maximum amount payable does not exceed £2,000, or any higher limit shown in the Schedule
- You are responsible for the first £250 of each claim.

### 8 Seasonal Increase

The Sums Insured by Items 4, 5 and 6, are increased by 25% during each Period of Insurance either:

- 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 consecutive or otherwise.

### 9 Outside Catering

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.

### 10 Property in the Open

Loss of or damage (caused by any of the Insured Perils 1-9) 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.

### 11 Loss of Metered Water

The unit cost of metered water at the current rate per 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.

### 12 Landscaped Gardens

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.

### 13 Personal Money and Credit Cards

We will indemnify You or any member of Your family permanently residing in the Hotel against:

- accidental loss of personal Money
- liability under the terms of issue of the credit card for loss following fraudulent use thereof by any unauthorised person

provided that Our liability in any one Period of Insurance will not exceed under a) above £250 or under b) above £500.

It is a condition precedent to liability that:

## Section 1 Contents of the Hotel continued

- i) any loss of Money or credit cards has been reported to the police within 24 hours of discovering the loss
- ii) any loss of credit cards has been reported to the issuing company immediately
- iii) the Conditions of Issue of the Credit Cards have been complied with.

### Excluding:

- a) claims arising from unauthorised use of a credit card by any member of Your family
- b) loss due to confiscation or detention
- c) losses caused by depreciation or shortages caused by errors or omissions

- d) 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 above.

### 14 Guests Personal Effects and Guests Motor Vehicles

Loss of or damage (caused by Perils 1-9) to Guests personal effects and Guests motor vehicles

provided that Our liability will not exceed:

- i) £1,000 any one Guests personal effects
- ii) £10,000 any one motor vehicle
- iii) £50,000 any one claim.

## Clauses applicable to sections 1 (contents) and 5 (buildings)

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 Sections 1 and 5:

### A 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:

- a) European Community Legislation, or
- b) 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
  - undamaged portions thereof

### Excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of damage occurring prior to the granting of this Extension
  - ii) in respect of damage not insured by the Section
  - iii) under which notice has been served on You prior to the happening of the damage
  - iv) for which there is an existing requirement, which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any Peril hereby insured against
- b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

### Special Conditions

- 1 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.
- 2 If Our liability under the Section (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.
- 3 The total amount recoverable under any item of the Section in respect of this Extension will not exceed:
  - a) in respect of the lost, destroyed or damaged property:

- i) 15% of its Sum Insured
  - ii) 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
  - b) 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.
- 4 The total amount recoverable under any item of the Policy shall not exceed its Sum Insured.
  - 5 All the terms and conditions of the Policy, except insofar as they are varied hereby, will apply as if they had been incorporated herein.

### B Reinstatement Clause

In the event of the Property Insured under Items 1, 2 and 3 of Section 1 (Contents) and Section 5 (Buildings) being destroyed or damaged, the basis upon which the amount payable hereunder is to be calculated will be the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which, provided Our liability is not increased may be carried out:
  - i) in any manner suitable to Your requirements
  - ii) upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Special Conditions

- 1 Our liability for the repair or restoration of property damaged in part only, will not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item (subject to this Clause) exceeds its Sum Insured at the commencement of any destruction or damage, Our liability will not exceed that proportion of the amount of the destruction or damage which the said Sum Insured bears to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this Clause will be made:
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement has actually been incurred
  - c) if the Property Insured at the time of its loss, destruction or damage is insured by any other insurance effected by You, or on Your behalf, which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the Policy apply:

## Clauses applicable to sections 1 (contents) and 5 (buildings) continued

- a) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
- b) where claims are payable as if this Clause had not been incorporated.

### C Architects Surveyors Legal and Consulting

#### Engineers Fees

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.

#### D Removal of Debris

Costs and expenses necessarily incurred by You with Our consent in :

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portion or portions of the Property Insured

as a result of destruction or damage hereby insured against.

We will not pay for any costs or expenses:

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

Our liability under this Extension and the Section in respect of any item will in no case exceed the Sum Insured thereby.

#### E Temporary Removal Clause

- a) The Property Insured under Section 1 Contents (other than Stock in Trade Items 4, 5 and 6) 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
- b) 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
- c) This Extension does not apply to 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

- d) All the terms and conditions of the Policy except insofar as they are varied hereby will apply as if they had been incorporated herein.

### F Capital Additions

The insurance shall subject to the terms and conditions extend to cover:

- a) any newly acquired and/or newly erected buildings, or buildings in course of erection (excluding any property for which a building contractor is responsible), and Trade Contents insofar as the same are not otherwise insured

and

- b) alterations, additions and improvements to buildings and Trade Contents but not in respect of any appreciation in value

anywhere in the United Kingdom, provided that:

- i) at any one situation this cover shall not exceed 10% of the Sum Insured or £50,000 whichever is the greater
- ii) You undertake to give particulars of such extension of cover as soon as practicable, and to 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.

### G 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:

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft, give effect to any additional protective devices that We may require for the further security of the Property Insured.

### H Notice of Unoccupancy

We must be notified immediately if any Hotel becomes Unoccupied and a suitable extra premium paid if required.

### I Excess Aggregation Clause

Where a claim falls to be dealt with under both Sections 1 and 5, 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 1 and 5.

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.

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.

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

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.

The Indemnity provided under this Section will be void if the Business is wound up, or continued by a liquidator or receiver, or permanently discontinued without Our consent.

No claim will be payable under this Section unless You:

- i) 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
- ii) not later than 30 days after the expiry of the Indemnity Period (or within such further time as We may allow in

## Section 2 Loss of Income

### Section 2(a) Business Interruption

#### A 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) a Peril insured against under Section 1
- b) glass breakage arising under Extension 1 Glass Breakage of Section 1 (Contents), Paragraph E (Extensions of Cover)

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 1 (Contents) or Section 5 (Buildings) 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

## Section 2 Loss of Income continued

writing) at Your own expense deliver to Us in writing a statement setting forth particulars of Your claim.

### Exclusion:

This Section does not insure Damage arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

### Definitions

Indemnity Period 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.

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.

### B 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 under the terms of General Condition 4 and reporting that such particulars or details are in accordance with Your Business books or documents.

### C Alternative Trading Clause

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 must be brought into account in arriving at the reduction of Gross Income during the Indemnity Period.

### D Value Added Tax

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.

### E Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured hereby will not be reduced by the amount of such loss provided that You:

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft, give effect to any additional protective devices that We may require for the further security of the Property Insured.

### F Inflation Protection

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.

### G Extensions of Cover

#### 1 Notifiable Disease, Vermin Pests and Defective Sanitation, Murder or Suicide

We will indemnify You in respect of Damage as defined in this Section directly resulting from interruption of or interference with the Business during the Indemnity Period in consequence of the following contingencies:

- (a) any occurrence of a Notifiable Disease in the Area
- (b) any discovery of an organism likely to result in the occurrence of a Notifiable Disease at the Hotel
- (c) injury or illness sustained by any person caused by food or drink poisoning arising from food or drink supplied from the Hotel
- (d) Vermin Pests and Defective Sanitation
- (e) Murder or suicide at the Hotel

### Definitions

For the purpose of this Extension the following definitions will apply:

#### Notifiable Disease

An illness sustained by any person caused by

- (a) any of the following human infectious or human contagious diseases: 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, Yellow Fever
- (b) any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like from any Hotel located in Scotland

an outbreak of which the competent local authority has stipulated shall be notified to them.

#### Area

Shall mean within a radius of five miles of the Hotel

#### Indemnity Period

In respect of Vermin Pests and Defective Sanitation

The period during which the results of the Business shall be affected in consequence due to the discovery or accident, beginning with the date from which restrictions on the use of the Hotel are applied and ending not later than 3 (three) months thereafter.

In respect of all other contingencies:

The period during which the results of the Business shall be affected in consequence due to the occurrence or discovery, beginning with the date of the occurrence or discovery ending not later than 3 (three) months thereafter.

#### Vermin Pests and Defective Sanitation

- (a) the discovery of vermin or pests
- or
- (b) any accident causing defects in the drains or other sanitary arrangements at the Hotel which causes restrictions on the use of the Hotel on the order or advice of the competent local authority.

### Exclusions

We will not indemnify You in respect of

- (a) Costs incurred in cleaning, repair, replacement, recall or checking of property
- (b) Loss arising from premises other than those directly subject to the occurrence
- (c) Any other Business Interruption Extensions
- (d) The provisions of any automatic reinstatement extension will not apply in respect of any of these contingencies
- (e) Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition.

### 2 Denial of Access

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 (but excluding 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).

### 3 Suppliers

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 at any premises of any of Your suppliers within Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man provided that Our liability under this Extension does not exceed 10% of the Sum Insured by this Section or £50,000 whichever is the greater.

### 4 Failure of Public Supply

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:

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking, or of

## Section 2 Loss of Income continued

any natural gas producer linked directly therewith

- c) water works and pumping stations of the public water supply undertaking
- d) 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.

### H Condition of Average

If the Sum Insured under this Section is less than the Gross Income in the twelve months (or a proportionately increased multiple thereof when the Indemnity Period exceeds twelve months) before the Damage, then the amount payable will be proportionately reduced.

### I Limit of Liability

Subject to the provisions of E Automatic Reinstatement of Sum Insured, the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Business Interruption Section plus Professional Accountants Charges.

## Section 2(b) Loss of Accounts Receivable

### A 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) a Peril insured against under Section 1
- b) glass breakage arising under Extension 1 Glass Breakage of Section 1 (Contents), E Extensions of cover

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 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 1 (Contents) or Section 5 (Buildings) 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).

The Indemnity provided under this Section will be void if the Business is wound up, or continued by a liquidator or receiver, or permanently discontinued without Our consent.

No claim will be payable under this Section unless You:

- i) 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
- ii) at Your own expense deliver to Us in writing a statement setting forth particulars of Your claim.

### Exclusions:

This Section does not insure Damage arising from:

- a) mislaying or misfiling of records and tapes
- b) the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- c) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

### Definitions

(Note: For the purpose of these definitions, any adjustment implemented in current cost accounting will be disregarded)

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.

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

### B 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 under the terms of General Condition 4, and reporting that such particulars or details are in accordance with Your Business books or documents.

### C Condition of Average

If the Sum Insured under this Section at the time of Damage is less than the total amount of the Accounts Receivable, the amount payable will be proportionately reduced.

### D Limit of Liability

Subject to the provisions of E 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 Accountants Charges.

### E Automatic Reinstatement of Sum Insured

In the event of a loss, the Sum Insured hereby will not be reduced by the amount of such loss provided that You:

- a) 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, give effect to any additional protective devices that We may require for the further security of the Property Insured.

## Section 3 Legal Liabilities

### Section 3(a) Employers Liability

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 his employment by You in the course of the Business, but excluding liability for work away from the Hotel other than commercial duties, collection or delivery or outside catering.

### A Limit of Indemnity

Our liability under Section 3a 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.

Costs and expenses shall be deemed to mean:

- 1 Costs and expenses of claimants for which You are legally liable.
- 2 Other costs and expenses incurred with Our written consent in respect of any claim, which may be the subject of indemnity under Section 3a.
- 3 Solicitors fees incurred with Our written consent for:
  - 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 Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under Section 3a.

## Section 3 Legal Liabilities continued

4 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:

- a) the proceedings relate to the health safety or welfare of Employees
- b) We will not indemnify You for:
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy.

### B Right of Recovery

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.

### C Unsatisfied Court Judgements

Section 3a extends to include the following:

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.

### D Vehicles

Section 3a does not provide 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.

### Section 3(b) Public and Products Liability

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:

- a) accidental Injury to any person
- b) accidental loss of or damage to material property
- c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- d) wrongful arrest, detention, imprisonment, or eviction of any person, or invasion of the right of privacy

and occurring within the Territorial Limits during the Period of Insurance

- i) happening in the course of the Business, or
- ii) caused by the nature or condition of anything sold or supplied by You (or its container or packaging) in the course of the Business.

### A Limit of Indemnity

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.

### B Costs

We will in addition:

- 1 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 3b.
- 2 Pay solicitors' fees incurred with Our written consent for:
  - 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 Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under Section 3b.
- 3 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.
- 4 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.

### C Exclusion and Limitation Clause

#### Pollution or Contamination - applicable to Section 3(b)

- a) Section 3 (b) excludes all liability in respect of Pollution or Contamination
  - i) occurring in the United States of America or Canada or dependency or trust territory
  - ii) occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

- b) Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity stated in the Schedule.
- c) For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean:
  - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
 and
  - ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.

## Section 3 Legal Liabilities continued

### D Exclusions to Section 3(b)

We will not be liable for any claim for:

- a) Injury to any Employee
- b) loss of or damage to:
  - i) property belonging to You, or which is leased, let, rented, hired or lent to, or which is the subject of a bailment to You
  - ii) property belonging to a Guest
- c) any costs incurred in recalling or modifying any product supplied
- d) 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
- e) 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
- f) 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, pedal cycles, perambulators and childrens' toys, hand-propelled craft, domestic dogs, cats and horses, sporting guns and airguns.
- g) 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)
- h) 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
- i) 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
- j) the Excess shown in the Schedule in respect of each and every claim for damage to property
- k) Injury or loss or damage to property caused by, or in connection with anything sold or supplied by You which to Your knowledge is directly or indirectly exported to the United States of America or Canada
- l) work away from the Hotel other than commercial duties, collection or delivery work or outside catering.
- m) Injury or loss or damage caused by or in connection with any bonfire or firework display provided by You.
- n) Injury loss or damage directly or indirectly caused by arising from in consequence of or in any way involving asbestos.

Provided that this exclusion shall not apply to liability for Injury or loss of or damage caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Injury or loss or damage.

### E Cross Liabilities

If more than one Insured is referred to in the Policy Schedule, Section 3b 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.

### F Defective Premises Act

Section 3b 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, but indemnity will not apply if You are entitled to indemnity under any other insurance.

### G Contingent Motor Liability

Notwithstanding Exclusion f) of Section 3b, 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.

The indemnity will not apply to legal liability:

- a) in respect of loss or damage to such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury, loss or damage arising while such vehicle is being:
  - i) driven by You
  - ii) 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
  - iii) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man
- b) in respect of which You are entitled to indemnity under any other insurance.

### H Tenants Liability

If the Hotel is leased, let, rented, hired or lent to You, Exclusion b) of Section 3b will not apply, provided that the indemnity will not apply to legal liability in respect of:

- a) loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement
- b) the Excess shown in the Schedule in respect of any claim caused otherwise than by fire or explosion
- c) loss or damage caused by fire or any other Peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf.

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.

### I Liability for Guests Property

Notwithstanding Exclusion b) (ii) Section 3b subject otherwise to its terms extends to indemnify You against legal liability (not being liability assumed under contract) for:

- a) loss of or damage to Guests property (other than motor vehicles and the contents thereof) contained in the Hotel
- b) loss of or damage to Guests motor vehicles and the contents thereof in the garage or car park of the Hotel

provided always that:

- i) this Extension will not apply to Guests' property which is expressly offered to You or an authorised Employee for safe custody, unless it is accepted and deposited in a locked safe approved by Us
- ii) if the Hotel is an establishment to which the Hotel Proprietors Act applies You have displayed a copy of the notice set out in the schedule to the Act in a conspicuous position at or near the reception office or desk, or where there is no reception office or desk at or near the main entrance to the Hotel
- iii) Your garage is securely locked overnight
- iv) Our liability in respect of or arising out of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause will not exceed:
  - a) £10,000 for property deposited for safe custody
  - b) £25,000 in all for any one claim.

We will in addition pay all legal costs and expenses recovered against You by any claimant and/or incurred with Our written consent.

### J Overseas Personal Liability

We will indemnify You and if You so request, any of Your directors, partners or any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

The indemnity will not apply to legal liability:

## Section 3 Legal Liabilities continued

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

Subject otherwise to the terms, exclusions and conditions of this Policy.

### K USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada, or if an action for damages is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world:

- a) Our liability in respect of all damages payable, together with the costs and expenses of claimants, and any other costs and expenses incurred with Our written consent will not exceed the Limit of Indemnity
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.

### L Cloakrooms

Section 3b extends to indemnify You against liability for loss of, or damage to property (excluding gold and silver articles, jewellery, watches and the like) belonging to patrons, caused by theft or accidental means whilst such property is deposited in the cloakroom of the Hotel occupied by You

provided always that:

- a) this Extension will not insure against loss or damage caused by or due to fire and/or explosion
- b) Our liability under this Extension will not exceed the sum of £1,000 in respect of any one cloakroom or the sum of £100 in respect of any one article
- c) the cloakroom is locked up whenever it is left unattended when patrons' property is deposited therein
- d) You issue numbered tickets to each patron in respect of property deposited in the cloakrooms and prominently display in each cloakroom notices reading as follows:

"This cloakroom is provided for the convenience of patrons and

no responsibility can be accepted for the safety of property left therein although all possible precautions will be taken"

### Extensions to Sections 3(a) and 3(b)

#### 1 Additional Persons Insured

1 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.

2 At Your request We will indemnify in the terms of this 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, medical or ambulance 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:

- i) each person as though they were You observes, fulfils, and is subject to the terms of this Policy insofar as they can apply
- ii) We will retain the sole conduct and control of all claims
- iii) 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 3b 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:

- 3 All costs and expenses incurred by You with Our written consent.

#### Exclusions:

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) the 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 directly or indirectly 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

## Section 4 Loss of Liquor Licence

### A 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:

- 1 The 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 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.

- 2 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.

## Section 4 Loss of Liquor Licence continued

under this Section, proves to Our reasonable satisfaction that the matter was completely beyond their power or control.

### Definitions

**Indemnity Period** 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:

- i) upon disposal, or
- ii) 12 months from the loss of licence

whichever is the earlier.

**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.

### B 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 under the terms of General Condition 4, and reporting that such particulars or details are in accordance with Your Business books or documents.

### C Alternative Trading Clause

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 must be brought into account in arriving at the reduction in Gross Income during the Indemnity Period.

### D Value Added Tax

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.

### E Special Conditions

- 1 You must on becoming aware of any:
  - a) complaint against the Hotel or its control
  - b) 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

- c) change in the tenancy or management of the Hotel
- d) transfer or proposed transfer of the licence
- e) alteration in the purpose for which the Hotel is used
- f) 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.

- 2 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, where practicable 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.
- 3 In the event of the licence being forfeited or refused renewal You must:
  - a) 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
  - b) 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
  - c) 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
  - d) 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.

### F Limit of Liability

The maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Loss of Licence Section plus Professional Accountants Charges.

## Section 5 The Building of the Hotel

### Property Insured

The building of the Hotel including landlords 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.

### A Insured Perils

We will indemnify You against loss of or damage to the Property Insured caused by the following Perils:

- 1 Fire (including subterranean fire), explosion, lightning or earthquake.
- 2 Storm or flood excluding:
  - a) loss or damage caused by frost, subsidence, ground heave or landslip
  - b) loss or damage attributable solely to change in water table level
  - c) loss or damage to fences and gates
  - d) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average.
- 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) excluding:

- a) loss or damage in respect of any building which is empty or not in use
- b) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average
- c) loss or damage caused by wet or dry rot, rust, corrosion or other wear and tear.
- 4 Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons excluding:
  - a) loss or damage arising from cessation of work
  - b) 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
    - i) loss or damage by theft
    - ii) loss or damage in respect of any building which is empty or not in use
    - iii) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average.
- 5 Impact with the Hotel by aircraft or other aerial devices or articles

## Section 5 The Building of the Hotel continued

dropped from them, or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.

- 6 Leakage of oil from any fixed heating installation.
- 7 Theft or any attempted theft excluding:
  - a) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average
  - b) loss or damage in respect of any building which is empty or not in use.
- 8 Leakage of beer and/or other beverages from pumped drink containers.
- 9 Any other accidental loss or damage excluding:
  - a) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average
  - b) loss or damage caused by or resulting from
    - i) wear, tear, the action of light or atmosphere, moths, vermin or insects
    - ii) any process of cleaning, dyeing, restoring, adjusting or repairing
    - iii) corrosion, dampness, dryness, wet or dry rot, mould, marring, scratching
    - iv) loss or damage from wind, hail, sleet, snow, flood or dust to boundary walls, gates, fences.
  - c) loss or damage specifically excluded:
    - i) in Insured Perils 1-8
    - ii) in the General Exceptions
  - d) loss or damage by subsidence, ground heave, landslip, or the settlement or movement of made-up ground
  - e) normal settlement or bedding down of new structures
  - f) loss or damage to a building or structure caused by its own collapse or cracking
  - g) coastal or river erosion
  - h) loss or damage by theft or any attempted theft.

This section does not cover

Loss, destruction, or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by:

- a) pollution or contamination which itself results from a Peril hereby insured against

- b) any Peril hereby insured against which itself results from pollution or contamination.

### B 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, provided such damage is not caused by rust, corrosion or other wear and tear.

### C Condition of Average

(Only applicable where claims are not paid under the terms of the Reinstatement Clause).

If at the time of any loss or damage, the value of the Property Insured under any item is greater than its Sum Insured, You will be considered as being Your own insurer for the difference and will bear a rateable share of the loss accordingly.

### D Inflation Protection Clause

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.

### E Trace and Access

We will pay the reasonable costs incurred by You in locating the source and subsequent making good of loss or damage resulting from:

- i) the escape of water from any tank, apparatus or pipe
- ii) accidental damage to cables, underground pipes or drains serving the Hotel

provided that Our liability in respect of any one loss does not exceed £25,000.

### F Limit of Liability

Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 10, the maximum amount payable during any one Period of Insurance under this Section including any payment made under any Special Clause, is the Sum Insured shown in the Schedule for the Building Section, adjusted in accordance with the Inflation Protection Clause.

### Clauses

For Clauses applying to Section 1 (Contents) and Section 5 (Buildings) See Page 9.

- e) destruction or damage resulting from
  - i) demolition, construction, structural alteration or repair of any property or
  - ii) groundworks or excavation
 at the Hotel

### Special Condition

Insofar as this insurance relates to destruction or damage caused by Subsidence, Ground Heave or Landslip:

- a) You must notify Us immediately You become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site
- b) We will then have the right to vary the terms or cancel the cover.

## Section 6 Subsidence

The following Insured Peril (10 in respect of Section 1 and 10 in respect of Section 5) is added to Paragraph A of Sections 1 and 5.

Subsidence or Ground Heave of any part of the site on which the Hotel stands or Landslip excluding:

- a) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average
- b) destruction or damage to yards, car parks, roads, pavements, walls, gates and fences, unless also affecting a building insured hereby
- c) destruction or damage caused by or consisting of:
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, subterranean fire, explosion, earthquake, or the escape of water from any tank, apparatus or pipe
- d) destruction or damage which originated prior to the inception of this cover

- e) destruction or damage resulting from
  - i) demolition, construction, structural alteration or repair of any property or
  - ii) groundworks or excavation
 at the Hotel

### Special Condition

Insofar as this insurance relates to destruction or damage caused by Subsidence, Ground Heave or Landslip:

- a) You must notify Us immediately You become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site
- b) We will then have the right to vary the terms or cancel the cover.

## Section 7 Theft by Employees

The following extension of cover is added to paragraph E (Extensions of Cover) of Section 1 - Contents.

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 excluding:

- a) the Excess shown in the Schedule in respect of each and every claim
- b) acts committed prior to the commencement of this Section
- c) losses occurring during the currency of this Section and not discovered within 14 days of the expiry of the Period of Insurance
- d) any monies which would have been payable by You to an Employee but for the Employee's dishonesty

Provided that:

- i) Our liability under this Extension does not exceed £5,000 in any one Period of Insurance
- ii) the conditions of employment and the precautions and checks taken by You to prevent dishonesty on the part of the Employees will remain while this Policy is in force in all respects as have been agreed in the Statement of Insurance constituting the basis of this contract and any omission or neglect of such precautions or checks on Your part, or any variation in the occupation and duties of the Employees, or any alteration in the mode of remuneration of the Employees except by increase in salary shall relieve Us of all liability whatsoever hereunder.

## Section 8 Specified all Risks

### A Indemnity

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.

Excluding:

- a) the Excess shown in the Schedule in respect of each and every loss as ascertained after the application of any condition of Average
- b) any property otherwise insured
- c) loss or damage arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing
- d) loss or damage arising from or attributable to the action of light or atmosphere, moths, parasites, vermin, corrosion, dampness, mould, marring, scratching, bruising or deterioration
- e) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment, maintenance or repair
- f) erasure or distortion of information on computer systems or their records
- g) loss by official confiscation or detention
- h) loss of or damage to Money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses
- i) loss or damage by theft from an unattended motor vehicle unless such motor vehicle has been securely locked at all points of access.

### B Reinstatement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear, provided that all the necessary repairs or replacements are carried out without delay.

### C Condition of Average

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured, You will be considered as being Your own insurer for the difference and will bear a rateable share of the loss accordingly.

### D Inflation Protection Clause

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.

### E Limit of Liability

Subject to the provisions of F 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.

### F Automatic Reinstatement of Sum Insured

In the event of a loss, the Sum Insured hereby will not be reduced by the amount of such loss provided that You:

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft, give effect to any additional protective devices, which We may require for the further security of the Property Insured.

## Section 9 Computer Breakdown

### Property Insured

#### Item 1 Computer Equipment

Computer and auxiliary equipment used for electronic processing communication and storage of data including:

- a) fixed disks, interconnecting wiring and telecommunications systems
- b) temperature and environmental control equipment, power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment.

#### Item 2 Computer Records

All current and back up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon that is Your property or is leased, hired or rented to You, at the Hotel or anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### A Insured Perils

We will indemnify You for loss or damage to the Property Insured caused by the following Perils:

- 1 Breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions.
- 2 Failure or fluctuation of the supply of electricity to the Computer Equipment.
- 3 Erasure, destruction, corruption or distortion of software contained, or data stored on fixed disks or Computer Records.

#### Excluding:

- 1 Loss, destruction or damage to the Property Insured:
  - a) occasioned by its own breakdown, unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs
  - b) for which any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
  - c) for which You are relieved of responsibility under any rental, hire or lease agreement
  - d) caused by any of the Insured Perils stated in Section 1 - Contents whether insured or not
  - e) caused by or consisting of wear and tear or deterioration due to atmospheric or climatic conditions, but this Exclusion does not apply to subsequent loss, destruction or damage which itself results from a cause not otherwise excluded
  - f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunications services, unless for the sole purpose of safeguarding life
  - g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
  - h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
  - i) caused by it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
  - j) caused by the use of unproven software which has not been finalised, or which has not passed all the testing procedures, or which has not been successfully proven
  - k) caused by programming errors or design defects in software.
- 2 The Excess shown in the Schedule in respect of each and every loss.

### B Limit of Liability

The maximum amount payable during any Period of Insurance including any payment made under any Special Clause is:

#### Item 1 Computer Equipment

the Sum Insured shown in the Schedule.

#### Item 2 Computer Records

£5,000.

### C Reinstatement Clause

In the event of loss, damage, or destruction to Item 1, the basis upon which the amount payable hereunder is to be calculated will be the reinstatement value of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed, which, provided Our liability is not increased may be carried out
  - i) in any manner suitable to Your requirements
  - ii) upon another site
- b) the repair or restoration of property damaged

in either case, to a condition equivalent to, or substantially the same as, but not better or more extensive than, its condition when new.

#### Special Conditions

- 1 Our liability for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum insured representing 85% of the cost that would have been incurred in reinstating the whole of the property covered by any item (subject to this Clause) exceeds its Sum Insured at the commencement of any destruction or damage, Our liability will not exceed that proportion of the amount of the destruction or damage which the said Sum Insured bears to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this Clause will be made:
  - a) unless reinstatement commences and proceeds without reasonable delay
  - b) until the cost of reinstatement has actually been incurred
  - c) if the Property Insured at the time of its loss, destruction or damage is insured by any other insurance effected by You, or on Your behalf, which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the Policy apply:
  - a) in respect of any claim payable under the provision of this Clause except insofar as they are varied hereby
  - b) here claims are payable as if this Clause had not been incorporated.

### D Subrogation Waiver

We agree to waive any rights of subrogation against any user of the Computer Equipment provided that:

- a) the user has Your authority to use the Computer Equipment and
- b) the user as if they were You, observes, fulfils, and is subject to the Terms, Exclusions and Conditions of this Section.

## Section 9 Computer Breakdown continued

### E Extensions of Cover

In addition You will be indemnified against:

#### 1 Additional Expenditure

The additional expenditure necessarily and reasonably incurred by You to:

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment
- b) recompile or restore data or software, or replace third party proprietary software

in direct consequence of loss or damage to Property Insured caused by Insured Peril 1 (exclusion f shall not apply)

provided that Our liability does not exceed £10,000 in any Period of Insurance.

### 2 Incompatibility of Computer Records

The costs of:

- a) modification of the Computer equipment or
- b) replacement of Computer Records together with reinstatement of programs and/or information thereon

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment provided that Our liability does not exceed £5,000 in any Period of Insurance.

### 3 Additional Rental

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for similar property consequent upon loss or damage insured by this Section provided that Our liability does not exceed £5,000 in any Period of Insurance.

## Section 10 Commercial Legal Protection

This section is underwritten by DAS Legal Expenses Insurance Company Limited.

### Helpline Services

We provide these services 24 hours a day, 7 days a week during the Period of Insurance. To help Us check and improve Our service standards, We record all calls.

### Eurolaw Commercial Legal Advice

We will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### Tax Advice

We will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

**To contact the above services, phone Our Legal & Taxation Advice Helpline on 0845 330 1180.**

***We will not accept responsibility if the Helpline Services fail for reasons We cannot control. Please do not phone us to report a general insurance claim.***

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between us. ***Please take extra care in following the procedures under Employment Compensation Awards cover (insured incident 1 B).***

### The Cover

We agree to provide the insurance in this section as long as:

- a) the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- b) any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit; and
- c) in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which We have agreed to) or make a successful defence.

For all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells us within the time limits allowed that they want Us to appeal. Before We pay any Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

If an Appointed Representative is used, We will pay the Costs and Expenses incurred for this.

We will pay Compensation Awards that We have agreed to.

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 shown as the limit of indemnity in the Policy Schedule.

### Definitions applying to this Section only

Appointed Representative The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured person in accordance with the terms of this Section of the Policy.

Aspect Enquiry An examination by HM Revenue & Customs which considers one or more specific aspects of Your self assessment and/or corporation tax return.

Company/We/Us/Our DAS Legal Expenses Insurance Company Limited.

Costs and Expenses:

- Legal costs

All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis. Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

- Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the Appointed Representative.

- Attendance expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount We will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's Weekly salary or wages.

Date of Occurrence:

- 1 For civil cases (other than under insured incident - 5 Tax Protection), the date of occurrence is when the cause of action first accrued.
- 2 For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
- 3 For licence or registration appeals, the Date of Occurrence is when the Policyholder first become aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Policyholder's licence or British Standard Certificate of Registration.
- 4 For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

## Section 10 Commercial Legal Protection continued

For Tax Intervention Enquiries, the Date of Occurrence is when HM Revenue & Customs first contacts You in relation to commencing an Intervention Enquiry into Your business accounts.

- 5 For Employers' Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to You.

**Full Enquiry** An extensive examination by the HM Revenue & Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self assessment and/or corporation tax return.

**Insured Person** You and Your directors, partners, managers and employees.

**Tax Intervention Enquiry** An examination by HM Revenue & Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

**Territorial Limit** For Insured Incidents 2 Legal Defence (excluding 2(4)), and 4(B) Bodily Injury

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

For all other Insured Incidents

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

### Insured Incidents Covered

#### 1 Employment Disputes And Compensation Awards

##### A Employment Disputes

We will defend Your legal rights:

- prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- in legal proceedings in respect of any dispute with
  - an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with You; or
  - an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

##### Exclusions to Insured Incident 1 (A)

- Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.
- Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the Date of Occurrence was within the first 180 days of the indemnity provided by this Section.
- Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Section.
- Any claim in respect of damages for personal injury or loss of or damage to property.
- Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

##### B Compensation Awards

We will pay:

- any basic and compensatory award; and/or
- 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(A).

Provided that

- In cases relating to performance and/or conduct, You have throughout

the employment dispute either:

- followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
  - followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - sought and followed advice from Our legal advice service.
- 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 since the date when You should have known about the employment dispute.
  - For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our Claims Department prior to serving notice of redundancy.
  - 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.
  - The total of the compensation awards payable by Us shall not exceed £1,000,000 in any one Period of Insurance.

##### Exclusions to Insured Incident 1 (B)

- Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

##### C Service Occupancy

We will negotiate for Your legal rights against an employee or ex-employee to recover possession of premises owned by, or for which the policyholder is responsible.

##### Exclusion to Insured Incident 1 (C)

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

#### 2 Legal Defence

At Your request

- We will defend Your legal rights:
  - 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; or
  - following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; or
  - if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- We will defend the Insured Person's (other than Your) legal rights if:

## Section 10 Commercial Legal Protection continued

- a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - b) civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- 4 We will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting Your Business.
  - 5 We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.
  - 6 We will pay the attendance expenses of an Insured Person for jury service.

Provided that

- 1 In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the territorial limit shall be any place where the Act applies.
- 2 At the time of the Insured Incident, You have registered with the Information Commissioner in respect of Insured Incident 1 (c).

### Exclusion to Insured Incident 2

Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### **3 Contract Disputes**

We will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of You for the purchase, hire, sale or provision of goods or of services.

Provided that

- 1 The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, You will be responsible for the first £500 of Legal costs in each and every claim.
- 2 If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- 3 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.

### Exclusions to Insured Incident 3

- 1 Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by the policy if the Date of Occurrence is within the first 90 days of the indemnity provided by the policy.
- 2 Any claim relating to the following:
  - a) the settlement payable under an insurance policy;
  - b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c) a loan, mortgage, pension 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.
- 3 A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with You.
- 4 A dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services; or
  - b) purchase or hire of computer hardware, software, systems or services; tailored by a supplier to Your own specification.
- 5 A dispute arising from a breach or alleged breach of professional duty by an Insured Person.
- 6 The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exist.

### **4 Property Protection And Bodily Injury**

#### **A Property Protection**

We will negotiate for Your legal rights in any civil action relating to material property which is owned by You, or is Your responsibility, following:

- 1 any event which causes or could cause physical damage to such

material property; or

- 2 any nuisance or trespass.

#### Exclusions to Insured Incident 4 (A)

Any claim relating to the following:

- 1 a contract entered into by You.
- 2 goods in transit or goods lent or hired out.
- 3 goods at premises other than those occupied by You unless the goods are at such premises for the purpose of installations or use in work to be carried out by You.
- 4 mining subsidence.
- 5 defending Your legal rights other than in defending a counter-claim;
- 6 a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles.

#### **B Bodily Injury**

At Your request, We will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

#### Exclusions to Insured Incident 4 (B)

Any claim relating to the following:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
 

or
- 2 defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
- 3 a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

### **5 Tax Protection**

#### **A Full or Aspect Enquiries**

We will negotiate on behalf of You and represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry.

#### **B Tax Intervention Enquiries**

We will negotiate on behalf of You and represent You in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.

#### **C Employers' Compliance**

We will negotiate on behalf of You and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

#### **D VAT Disputes**

We will negotiate on behalf of You and represent You in any appeal proceedings following an assessment issued by HM Revenue and Customs in respect of Value Added Tax due.

Provided that

- 1 For all Insured Incidents, You have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- 2 We will not pay more than £2000 for claims in respect of Aspect Enquiries or Tax Intervention Enquiries.

#### Exclusions to Insured Incident 5

- 1 In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim.
- 2 Any Insured Incident arising from a tax avoidance scheme.
- 3 Any Insured Incident caused by Your failure to register for Value Added Tax.
- 4 Any Insured Incident arising from any investigation or enquiries undertaken by the HM Revenue and Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- 5 Any Insured Incident arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

### **6 Statutory Licence Protection**

We will represent You in appealing to the relevant statutory or regulatory

## Section 10 Commercial Legal Protection continued

authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or British Standard Certificate of Registration.

### Exclusions to Insured Incident 6

- 1 An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- 2 Any licence appeal relating to the ownership, driving or use of a motor vehicle.

### **Exclusions Applying to This Section**

- 1 Any claim reported to us more than 180 days after the date the Insured Person should have known about the Insured Incident.
- 2 Any Costs and Expenses incurred before the written acceptance of a claim by Us.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1(B) Compensation Awards and 2 Legal Defence.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights, or agency rights where You have the legal capacity to alter the legal relations of another.
- 6 Any Insured Incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with Us not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the Insured unless such shareholding was acquired under a scheme open to all Your employees or a substantial number of them of a certain minimum grade other than Your directors or partners.
- 9 An application for judicial review.
- 10 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.
- 11 When either at the commencement of or during the course of a claim, You are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with Your creditors, or have entered into a deed or arrangement or are in liquidation or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- 12 Any claim relating to any non-contracting party's right to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

### **Conditions Applying to this Section**

- 1 An Insured Person must:
  - a) keep to the terms and conditions of this Section.
  - b) notify Us immediately of any alteration which may materially affect Our assessment of the risk;
  - c) take reasonable steps to keep any amount We have to pay as low as possible;
  - d) try to prevent anything happening that may cause a claim;
  - e) send everything We ask for, in writing;
  - f) give Us full details of any claim as soon as possible and give Us any information We need.
- 2 a) We can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
  - b) If We agree to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending Us the suitably qualified person's name and address. We may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Representative, another suitably qualified person can be appointed to decide the matter.
  - c) Before an Insured Person chooses a lawyer or an accountant, We can appoint an Appointed Representative.

- d) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment. The Appointed Representative must co-operate fully with Us at all times.
- e) We will have direct contact with the Appointed Representative.
- f) An Insured Person must co-operate fully with Us and with the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- g) An Insured Person must give the Appointed Representative any instructions that We require.
- 3 a) Insured Person must tell Us if anyone offers to settle a claim and must not 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 the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 a) If We ask, an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
  - b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
- 5 If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.
- 6 If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to an Appointed Representative, the cover We provide will end at once and We will be entitled to re-claim any Costs and Expenses paid by Us.
- 7 If We and an Insured Person disagree about the choice of Appointed Representative, or about the handling of a claim, We and the Insured Person can choose another suitably qualified person to decide the matter. We must both agree to this in writing. If We cannot agree with the Insured Person about the choice of the second suitably qualified person, We will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 We may at our discretion require You to obtain an opinion from counsel at Your expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 10 This Policy will be governed by English law.
- 11 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

### **Claims Procedure for this Section**

If you think You may have a claim please telephone us on 0845 330 1180. We will ask you about Your legal dispute and if necessary give You legal advice. If Your dispute needs to be dealt with as a claim under this policy, we will provide you with a claim reference number. At this point we will not be able to confirm that You are covered but We will pass the information you have given Us to Our specialist claims handling teams, and explain what to do next. If You wish to report Your claim in writing You can send it to the following address:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively You can email your claim to Us on [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

We normally deal with claims through our Legal Claims Centre but sometimes We use appointed lawyers.

Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

## Section 10 Commercial Legal Protection continued

Once You have sent details of Your claim and We have accepted it, We will start to resolve Your legal problem.

### When We cannot help

Please do not ask for help from a solicitor or accountant before We have agreed. If you do, We will not pay the costs involved.

If you use this service, it does not affect your right to take legal action.

### DASBUSINESSLAW

At [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusinesslaw users can also access interactive document

builders, to help make composing common commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead. To access DASbusinesslaw, go to [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register using Password DAS472301 and Policy Number TS5/3720777. When prompted to input your company name, please enter the prefix PREM followed by the name of your business.

If you experience any problems accessing the service, please e-mail the problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk), quoting policy number TS5/3720777. Please note that if you have a specific problem or dispute, you should always contact the legal advice helpline for advice.

**DAS is authorised and regulated by the Financial Services Authority.**

## Special Clause

(Only applicable if the Clause number is shown in the Schedule)

### 1 Alarm Clause

It is a condition precedent to Our liability for loss, destruction, or damage by theft or any attempted theft (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 Schedule is installed at the Hotel within 30 days of inception of Your cover 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 30 days of You receiving the documentation issued by Us.

In the event of a claim for loss or damage by theft or theft of Money involving entry to or exit from the Hotel by forcible and violent means within the 30 days allowed for implementation, You must show that You have taken steps to have the required type of alarm installed.

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

- a) 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).
- b) 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
- c) no alteration or substitution of:
  - i) any part of the Intruder Alarm System or signalling system
  - ii) the maintenance contract
 be made without Our agreement

- d) the Hotel must not be left unattended without Our agreement:
  - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - ii) if the police have withdrawn their response to alarm calls
- e) 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
- f) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company
- g) 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.
- h) if You receive any notification:
  - i) 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
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance
  - iii) that the Intruder Alarm System cannot be returned to, or maintained in full working order

You must tell Us as soon as possible and comply with any subsequent requirements that We may require.

### Definitions

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.

## General Exceptions to the Policy

This Policy does not cover:

### 1 Pressure Waves

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

### 2 War and Nuclear Risks

Except in respect of claims arising from accidents to Employees admissible under Section 3a

- a) 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 directly or indirectly caused by or arising from:
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) 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.

### 3 Requisition or Confiscation of Property

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

## General Exceptions to the Policy continued

### 4 Heat Processes

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

### 5 Electrical Plant

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.

### 6 Terrorism Exclusion

Part 1 – (Not applicable to Section 3a, Section 3b, or Section 10)

A) in respect of England, Wales and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987:

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

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

In respect of A) above Act of Terrorism (Terrorism) means:-

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

B) in respect of territories other than those stated in A) above:

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

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

In respect of B) above Act of Terrorism (Terrorism) means:-

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

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

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

Part 2 – (Only applicable to Section 3a and Section 3b – Legal Liabilities)

- i) Where Employers Liability cover is operative (Section 3a) the Limit of Indemnity shall not exceed £5,000,000 in respect of an Act of Terrorism.
- ii) Where Public and/or Product Liability cover is operative (Section 3b) the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) in respect of an Act of Terrorism.

For the purposes of Part 2 of this Exclusion, the definition of an Act of Terrorism is:

An act, including but not limited to the use of force or violence and/or

the threat thereof, of any person or group(s) or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

If We allege that by reason of this limitation any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon You.

### 7 Date Recognition

Any claim directly or indirectly caused by, or contributed to, by or arising from the failure of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership, possession or use, and whether occurring before, during, or after the Year 2000

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

but this does not exclude in respect of Sections 1 (Contents) 2a (Business Interruption) 2b (Loss of Accounts Receivable) 4 (Loss of Licence) 5 (Buildings) & 8 (Specified All Risks) subsequent loss or damage not otherwise excluded, which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle, or animal, provided the Section insures such contingency.

This exclusion is not applicable to Section 3a (Employers Liability Indemnity).

### Northern Ireland Exclusion

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

### 9 E-risks Exclusion

(Not applicable to Employers Liability, Public Liability, Personal Accident or Sickness and Commercial Vehicle Insurances)

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i. programming or operator error whether by the Insured or any other person
  - ii. Virus or Similar Mechanism (as defined below)
  - iii. Hacking (as defined below)
  - iv. malicious persons
  - v. failure of external networks

unless, in respect of i., ii., and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion
 

unless, in respect of a. i., ii., or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

## General Exceptions to the Policy continued

- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion

unless, in respect of loss or damage to other property arising from a. i., ii., or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
- i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d. i. above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d ii. And iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e. any financial loss or expense of whatsoever nature, including but not

limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion

unless, in respect of c., i. d ii. And iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

### Computer Equipment

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

### Virus or Similar Mechanism

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

### Hacking

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

## General Conditions of the Policy

### 1 Arbitration

If there is any dispute about the amount to be paid under this Policy (and We have admitted liability) the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration. This will not happen if the claim in question is disputed for a reason other than the amount to be paid. The arbitrator must decide that You are right and make an award before You can take legal action against Us.

### 2 Cancellation

#### Your Cancellation Rights

You have the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of Policy documentation, whichever is the later (this is referred to as the "cooling off period"). You should exercise this right by informing Premierline Direct in writing that you wish to do so and returning the Policy and any Certificate(s) of Employers Liability Insurance.

If You exercise Your right to cancel during the cooling off period, You will be entitled to a return of the premium paid unless a claim has been made which leads to the contract being fully completed. Any return of premium will be calculated on a proportionate basis, less £25 to cover Our operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If You do not exercise Your right to cancel during this cooling off period, the Policy premium becomes due, You may not be entitled to a refund of premium and the Policy may run for its full term.

If the cooling off period has expired, You may cancel the Policy during the period of insurance by giving fourteen (14) days notice in writing to Premierline Direct. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance You will be entitled to a return premium calculated on a proportionate basis, subject to the Policy Charges. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. In the event of cancellation You must return any current Certificate(s) of Employers Liability Insurance before any return premium can be made.

#### Our Cancellation Rights

The Policy may be cancelled by giving You fourteen (14) days notice in

writing to Your last known address. You will be entitled to a proportionate return of the premium in respect of the unexpired period of insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. In the event of cancellation You must return any current Certificate(s) of Employers Liability Insurance before any return premium can be made.

### 3 Claims

#### A Notice of Claims

You or Your Legal personal representative must contact Us immediately following any loss, damage, injury or accident, or incident which may give rise to a claim, and within 30 days give Us such detailed particulars and proofs that We may reasonably require.

In the case of malicious damage or loss or damage by theft or any attempted theft You must also give immediate notice to the police.

#### B Claims Procedure

If You receive any letter, claim, writ, summons or process, You must send it to Us immediately. You must contact Us as soon as You know about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry connected with an accident.

You must give Us all help, information and assistance possible to enable Us to settle or resist any claim or to institute proceedings.

#### C Control of Claims

You or anyone acting on Your behalf or anyone entitled to Indemnity under this Policy must not make any admission, offer, payment or promise without Our written permission. You must not incur any expense in making good any damage without Our written consent and must not negotiate, pay, settle, admit or repudiate any claim without that consent.

#### D Our Rights in the event of a Claim

We have the right:

- a) on the happening of any loss or damage to enter any building where such loss or damage has happened and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose but the property may not be abandoned to Us

## General Conditions of the Policy continued

- b) at Our option to either
  - i) repair or replace the property or any part of the property for which We may be liable under this Policy

or

- ii) make payment in money to You in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this Policy

- b) to undertake in Your name and on Your behalf the absolute conduct, control and settlement of any proceedings and to take proceedings at Our own expense for Our own benefit but in Your name to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy.

### 4 Failure to Pay by Instalments

If You do not pay an instalment by the due date We will cancel this Policy from the date the payment was due unless You pay all the instalments You owe Us immediately.

### 5 Fraud

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

### 6 Other Insurances

If there is any other insurance, which covers any claim under this Policy, We will only pay Our share towards the claim.

### 7 Policy Terms

It is a condition precedent to any liability on Our part under this Policy that the terms in so far as they relate to anything to be done or complied with by You are duly and faithfully observed and fulfilled by You and by any other person who may be entitled to be indemnified under this Policy.

### 8 Your Duty of Care

You must take all reasonable steps to prevent/minimise loss, damage, injury or accident and to minimise the cost of claims or legal proceedings and keep all Property Insured by the Policy in efficient condition and good repair. You must also take reasonable care when selecting Employees.

### 9 Your Duty of Disclosure

The statements made and the information You provide by telephone and detailed in the Statement of Insurance which form the basis of this contract are complete and correct to the best of Your knowledge and belief. You must tell Us immediately of any alteration in risk, which materially affects this Insurance. If You are in any doubt whether a particular item of information is material You should tell Us about it.

This insurance is a contract with You and it is not assignable by You for any reason.

### 10 Law Applicable and Policy Language

Unless it is agreed otherwise:

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

**Telephone helpline: 0845 330 1800**

**[www.premierlinedirect.co.uk](http://www.premierlinedirect.co.uk)**

Premierline Direct is a trading name of Allianz Business Services Limited.  
Registered in England and Wales No: 4521167.

Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Allianz Business Services Limited is authorised and regulated by the Financial Services Authority  
and is a member of the Financial Ombudsman Service.

PLD 0708 | 1

**premierline** direct  
THE BUSINESS insurance SPECIALISTS

A company of **Allianz** 