

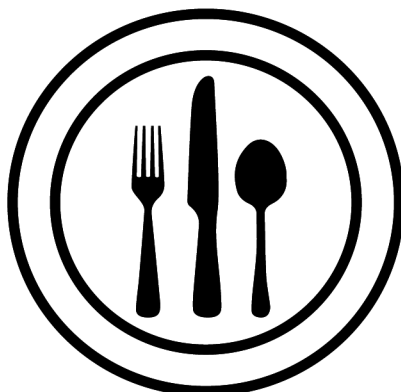


# THE RETAIL MUTUAL

PROTECTING OUR INDEPENDENT RETAILERS

## CATERERS' COVER WORDING

\*\*\*\*\*



\*\*\*\*\*

The Retail Mutual is a trading name of The NFRN Mutual Limited, a company registered in England and Wales, number 3810528, registered office 7 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB. The NFRN Mutual Limited is authorised and regulated by the Financial Conduct Authority, FRN: 312391.

The NFRN Mutual Limited is managed by Regis Mutual Management Limited, a company registered in England and Wales, number 4194000, registered office 7 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB. Regis Mutual Management Limited is authorised and regulated by the Financial Conduct Authority, FRN: 479202.

## Contents

Contact details	3
Your cover	3
Excesses	3
Cover limits	3
Definitions	4
Cover Sections	
1. Buildings	9
2. Contents	11
Other cover under Sections 1 and 2	13
3. Stock	14
4. Fixed glass, shop fronts, sanitary ware, lamps and signs	17
5. Business interruption and book debts	18
6. Lost drinks licence	21
7. Goods in transit	22
8. Money	23
9. Caterers' event cancellation, abandonment or postponement	25
10. Personal accident	26
11. Employers' liability	28
12. Public and products liability	30
13. Property owner's liability	36
14. Dishonesty, directors, partners and employees	37
15. Lost rent and alternative accommodation	38
Fire and security conditions	38
Claims	40
How we settle your claim	40
Claims conditions	42
General conditions	45
Fraud	51
General exclusions	51
What to do if you have a complaint	54
Financial Services Compensation Scheme	54

## Contact details

**Claims** - if you need to report an incident or talk to us about a claim

**Monday – Thursday 9.00am to 5.30pm and Friday 9.00am to 5.00pm - 0333 2121 008**

**All other times 01424 850 333**

[claims@theretailmutual.com](mailto:claims@theretailmutual.com)

**Member services** - If you want to talk to us about your cover

**Monday to Friday – 8.30am to 5.30pm - 0333 2121 006**

[info@theretailmutual.com](mailto:info@theretailmutual.com)

**Sales** – if you would like a quote for a new property or business, home or landlord's cover

**Monday to Friday – 8.30am to 5.30pm - 0333 2121 007**

[info@theretailmutual.com](mailto:info@theretailmutual.com)

### Write to

First Floor, No. 1 Guildhall Square, Portsmouth, PO1 2GJ

**For claims:** The Retail Mutual, First Floor Offices, Douglas House, Quarry Hill Road, Tonbridge, Kent, TN9 2RH

## Your cover

**Your cover** is made up of the Sections and parts of Sections in this Cover Wording shown as included on **your Caterers' Cover Schedule**. It is important that you read **your Caterers' Cover Schedule** and this Cover Wording carefully to understand the **cover you** have chosen

Cover for **damage** in this Cover Wording shown as included on **your Caterers' Cover Schedule** may be on an "all risks" basis. This means it includes every type or cause of **damage** unless explained as not covered under a heading or paragraph that starts with, **We do not cover**

If **you** need any more information or would like to talk to **us** about **your cover**, please contact **us** and **we** will be happy to help. If there are any mistakes in **your Caterers' Cover Schedule** or if any information is missing, please let **us** know as soon as possible

**We** give **cover** in the Sections covered up to the **cover limit** for things that happen during the **cover period**

## Excesses

**Your Caterers' Cover Schedule** shows the **excess** that applies to each Section or part of **your cover**. If more than one **excess** applies, **you** will only have to pay the higher **excess**

## Cover limits

**Your Caterers' Cover Schedule** shows the **cover limits** that apply to each Section or part of a Section. The **cover limit** applies to each event covered except in the Sections where it is explained that the **cover limit** applies to a series of events

## Definitions

The following definitions apply in **your Caterers' Cover Schedule** and this Cover Wording unless they change in a particular Section

### **accidental damage, accidentally damaged**

Sudden, unexpected, unintentional physical harm that destroys something or reduces its value, usefulness or normal function

### **advertisement**

A notice broadcast or published to the general public or to specific market segments about your stock or services that is intended to attract customers or suppliers

### **advertising injury**

To

- injure the good name or reputation of goods, **products** or services or
- use another person's advertising ideas or
- breach copyright, **trade image** or slogan in an **advertisement**

### **asbestos**

Asbestos, asbestos fibres or any derivative of asbestos including any product that contains asbestos, asbestos fibres or any derivative of asbestos

### **book debts**

Money your customers owe you at the date of damage taking into account

- bad debts
- debits and credits, including credit notes and cash, not passed through the records between the date of the last record and the date of the **damage**
- abnormal trading conditions affecting **your business**
- **your** last record of amounts owed by customers

### **buildings**

The buildings at the **property** shown on your **Caterers' Cover Schedule** and its permanent fixtures and fittings including

- **outbuildings**
- **sanitary ware**, fitted kitchens, windows and doors, fixed flooring and internal decorations
- landlord's fixtures and fittings
- terraces, paths, drives, boundary walls, gates, fences, hedges, lamp posts and railings
- permanent swimming pools, hot tubs and their fixed equipment
- fountains, patios, statues, fixed gazebos and pergolas, canopies, decking, terraces and brick-built barbeques, hard tennis courts and fixed garden seating, fixed outdoor adventure and playground equipment and artificial playing surfaces
- external lighting, alarm systems, surveillance systems, radio and television aerials, satellite dishes, their masts and fittings
- permanently connected central heating fuel tanks, septic tanks and cesspits, underground drains, sewers, ducting, cables and piping that belong to **you** or **you** are responsible for
- **underground services** including inspection hatches and covers for services supplying the **property** that belong to **you** or **you** are responsible for
- improvements **your** tenant makes to the **premises**
- wind turbines, solar panels and ground source heating pumps

### **business**

The business carried out at the **premises** including the ownership, repair and maintenance of the

### property that

- **you** know about and have authorised
- is carried out under **your** control or the control of a **director, partner** or authorised **employee** and
- **you** have told **us** about and is shown on **your Caterers' Cover Schedule** or **we** have agreed in writing
- is private work by an **employee** for a **director** or **partner** that **you** have agreed

### business hours

Any time when **you**, a **director, partner** or **employee** is at the **premises** in connection with **your business** and **your business** is open for trading

### cards

Credit cards, debit cards, cheque guarantee cards and cash dispenser cards

### Caterers' Cover Schedule

The document that contains **your** details, the details of the **property**, the **premises**, the **cover limits**, the **cover period**, the **excesses**, the **cover you** have chosen and any special terms that apply

### Caterers' event

An event that **you** or someone else has organised at a specific venue where **you** supply the food and related Caterers' services

### computers

All computers, **portable computers** and other electronic equipment used for **your business** including all connected equipment, environmental or voltage control systems, power supplies, wiring, networks, operating software, application software and computer chips not part of any computer system, facsimile machines, electronic tills or any similar equipment

### contents

Items at the **premises** used for **your business you** own or are legally responsible for including

- **portable equipment**
- furniture, appliances, safes, cash boxes and security cases
- **documents**
- **directors', partners', employees'** and customers' **personal belongings**
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts
- plant and machinery
- class 1 and 2 invalid carriages
- **stock** not for sale
- signs, notice boards and nameplates
- **underground services you** are responsible for
- If **you** are a tenant, fixtures and fittings **you** own and install in the **premises** that **you** will remove at the end of **your** tenancy agreement

### contribution

The amount of money shown on **your Caterers' Cover Schedule** that **you** must pay **us** for your **cover**

### costs and expenses

- **costs and expenses** awarded against **you**
- **costs and expenses** that **we** have agreed to pay
- representation at any Coroner's Inquest or Fatal Accident Inquiry

### cover

The discretionary **cover we** give you shown on your **Caterers' Cover Schedule** and in this Cover Wording

#### covered events

- Fire, smoke, explosion, lightning or earthquake
- **Storm** or flood
- Theft or attempted theft
- Impact by aircraft, other aerial devices, animals, vehicles and anything falling from them
- Falling television or radio aerials, satellite dishes, fittings or masts and security equipment
- Falling trees and branches, lamp posts, electricity pylons or telegraph poles
- Escape of water from any fixed tank, apparatus or pipe or automatic sprinkler system
- Escape of fuel from any fixed heating installation
- Leakage of drinks
- Riot or civil commotion
- Strikers, lockout workers or persons taking part in labour disturbances
- Malicious damage
- **Subsidence, heave or landslip**

#### cover limit

The amount shown on **your Caterers' Cover Schedule** as the most **we** may pay for each claim or series of claims or as explained in a particular Section, based on the information **you give us**

#### cover period

The time **we** give **cover** shown on **your Caterers' Cover Schedule**

#### damage, damaged

Direct physical harm that destroys something or reduces its value, usefulness or normal function

#### data

Information represented or stored electronically including code or series of instructions, operating systems, software, programs and firmware

#### director

A person who is a director or officer of **your** company, a de facto or shadow director and any other **employee** who advises or manages **your business**

#### documents

Deeds, wills, agreements, maps, photographs, plans, models, written or printed books, manuscripts, business books, letters, certificates, written or printed documents including those visible on a **computer** screen, forms of any kind and digital information to use with a **computer** system

#### employee

- A person
  - under a contract of service or contract of apprenticeship with you
  - you are assessing as being suitable to employ
  - in a work experience, training, study or similar scheme with you
  - you hire, borrow or is supplied to you by another business to carry out work for your business
  - supplied to you under the terms of a contract or agreement that states the person is your employee for the time the contract or agreement lasts
  - a Court in the UK decides is your employee
  - who delivers newspapers for your business
- A labour master and any person they supply
- A labour-only sub-contractor carrying out work for **your business** and any person they employ to carry out work for **your business**
- A self-employed person carrying out any kind of work normally carried out under a contract of service

or contract of apprenticeship with **you**

- A volunteer carrying out work for **your business**

#### **employment**

The time when a person is an **employee** of **your business**

#### **empty**

When the **property, buildings** or part of the **property** or **buildings** are not physically used or accessed for **your business** for more than 45 days in a row

#### **event equipment**

Any marquee, staging, portable toilets, plant, machinery, generators, chairs, tables or other equipment used for **your event you** own, lease or hire

#### **excess, excesses**

The amount shown on your **Caterers' Cover Schedule you** must pay towards the cost of a claim

#### **fraud or dishonesty**

Any one or more acts of fraud or dishonesty carried out by a **director, partner** or **employee** acting alone or with other **directors, partners, employees** or people that results in a financial loss to **you**

#### **heave**

Upwards or sideways movement of the ground under the **buildings**

#### **injury**

Bodily injury, disease or illness including psychiatric illness

#### **in transit**

A journey in the **UK** to or from the **premises**, including loading, unloading, air and sea journeys, roll-on roll-off transport and temporary storage in a secure location in the **UK** up to 48 hours in a row

#### **landslip**

The downward movement of sloping ground

#### **money**

Current bank notes and coins, uncrossed cheques, bank drafts, bonds, securities, postal and money orders, traveller's cheques, current unused postage stamps, trading stamps, Premium Bonds, savings stamps and certificates, vouchers, unused franking machine units, tokens, travel cards or tickets, season tickets, petrol coupons, gift tokens, scratch cards, pre-paid phone cards, validated tickets for the National Lottery, bills of exchange, dividend warrants, pre-booked entertainment tickets, electronic money cards and other negotiable documents that belong to or are connected to **your business**

#### **Mutual**

The NFRN Mutual Limited trading as The Retail Mutual

#### **non-negotiable money**

Credit and debit card sales vouchers, VAT purchase invoices, stamped national insurance cards and crossed cheques, giro cheques, postal orders, money orders, banker's drafts and giro drafts

#### **outbuildings**

Sheds, glasshouses, conservatories, garages, carports, storage units, workrooms, plant rooms and other buildings within the boundaries of the property that cannot be accessed from the main building

**partner**

A person who is a partner in **your business**

**personal belongings**

Personal items and clothes that someone normally wears or carries, and pedal cycles

**pollution**

The discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gas, thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste, in or on land, ground water, surface water or coastal waters, or in or on any structure on land, or in the atmosphere or any contamination

**portable computers**

Laptops, iPads, iPods, notebooks, netbooks, palm pads, e-book readers, touchpads, tablet computers, smartphones and other similar articles

**portable equipment**

Digital cameras, video cameras, **portable computers** including portable printers, photographic and other visual display equipment including projectors, computer hardware and tools

**premises**

The part of the **property** at the address shown on **your Caterers' Cover Schedule** you use for **your business**

**principal**

Any person, local or public authority, company or firm **you** are working for under a contract connected to **your business**

**products**

Goods including their packaging, containers, labels and instructions that **your business** has sold, supplied, distributed, given away for free, manufactured, installed, erected, serviced, repaired, altered, designed, treated, tested or worked on in any way

**property**

The **buildings**, gangways, street furniture, yards, car parks, roads, pavements and forecourts, if constructed of solid materials, at the address on **your Caterers' Cover Schedule**

**records**

**Your business** accounts or other **business** books and records including any records stored on **computers**

**reinstate, reinstatement**

To rebuild, replace, repair or restore **damaged**, lost or stolen property to a condition as far as possible the same as the condition it was in immediately before the **damage** or theft but not to a condition that is better than the condition it was in before the **damage**, loss or theft

**sanitary ware**

Washbasins and pedestals, sinks, bidets, lavatory pans, seats and cisterns, shower trays, shower screens, baths, bath panels, and splash backs

**stock**

The goods, materials, second-hand goods and materials, refrigerated and frozen food used in **your business**, work in progress and customers' property **you** are responsible for in connection with **your business**

**storm**

Winds of at least 47mph (41 knots), that may be accompanied by heavy rain, hail, snow or sleet, or 1 inch



(25mm) or more of rain over that falls in 1 hour, or a smaller amount of rain in a shorter time that is in the same ratio as 1 inch in 1 hour, for example half an inch in half an hour

**subsidence**

Downward movement of the ground under the **buildings**

**trade image**

A legally enforceable right that relates to the overall visual appearance of a business, its products, its services and the way in that they are packaged or presented

**UK**

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

**underground services**

- drains, pipes, cables that give services to or from the **buildings**
- inspection covers and underground tanks at the **premises**
- telephone wires
- telephone, gas, electricity and water meters

**water table**

The highest point where water saturates underground soil and rock

**we, us, our**

The Mutual

**you, your**

The people, **business** or legal entity, including any board of directors, named on **your Caterers' Cover Schedule**

## Section 1 Buildings

### 1. Damage, theft and loss

If **your buildings** are **damaged** lost or stolen as a result of one of the **covered events**

**We** may pay

- to **reinstate** them
- to dismantle, demolish, shore up or prop up any **damaged** parts of the **buildings**
- take away debris from the **property**
- clean or remove undamaged parts of the **buildings**

### 2. Professional fees

If **your buildings** are stolen or **damaged** as a result of one of the **covered events** and **we** agree to pay a claim for that theft or **damage**, **we** may also pay architects', surveyors', lawyers' and consulting engineers' fees and costs to **reinstate** the **damage**

### 3. Additions, alterations and new buildings

If additions, alterations and improvements to **your** property are stolen or **damaged** while work is carried out on them, or if **you** buy a new building at the **property** and it is **damaged**

**We** may pay

- to **reinstate** the **damage**

**We** do not **cover**

1. any amount **your property** has increased in value because of the addition, alteration or improvement

### 4. Emergency access

If the police, fire brigade or ambulance services attend an emergency at the **property** and cause **damage** to **your buildings** because

- they have to force their way in or
- to prevent damage to your buildings

**We** may pay

- to reinstate the damaged buildings

**We** do not **cover damage**

1. caused by a police raid

## 5. Fire extinguishers, sprinklers and fire alarms

If, as a result of one of the **covered events**

- **your buildings** are **damaged**  
and
- **your** fire extinguishers, sprinklers or fire alarms are used  
and
- **we** agree to pay a claim for that **damage**

**We** may pay the costs to

- refill fire extinguishers
- recharge gas flooding systems
- replace used sprinkler heads
- refill sprinkler tanks with metered water
- reset fire and intruder alarms

## 6. Public authority and legal requirements

If **we** agree to pay a claim for **damaged** or stolen **buildings**, **we** may also pay the extra costs to meet current buildings regulations, local authority or legal conditions or requirements to **reinstate** the

- **damaged** or stolen parts of the **buildings**
- undamaged parts of a **damaged** or stolen **building**
- water supply equipment for the sprinkler system

**We** do not **cover** costs resulting from

1. any notice to comply with any regulations **you** received before the **damage** or theft happened
2. any delay complying with any regulations
3. **reinstatement** that takes longer than 12 months from the date of the **damage** or theft, unless **we** agree in writing

**We** do not **cover** costs

4. to **reinstate** undamaged **buildings**
5. to **reinstate** undamaged parts of the **damaged** or stolen **building** that are more than 15% of what it would cost to
  - **reinstate** the whole **building** if it was totally destroyed or
  - **reinstate** the **damaged premises** if they were totally destroyed when there is more than one **premises** included in **your cover**
6. resulting from **damage** or theft that happened before **cover** under this Section started
7. that relate to any notice of compliance served on **you** before the **damage** or theft happened
8. that relate to any existing requirement that **you** have to comply with within a specified period
9. of any rate, tax, duty or other charge or assessment resulting from the value of the **property** increasing
10. for water supply equipment to supply undamaged parts of the sprinkler system if the same water supply equipment supplies the **damaged** and undamaged parts of the sprinkler system. If the supply is to the **damaged** and undamaged sprinkler system, **we** will not cover more than a percentage of the costs of the new equipment based on the percentage the **damaged** part of the sprinkler system is to the whole sprinkler system
11. to **reinstate** at another site that are more than the costs to **reinstate** at **your property**

## 7. Selling the property

If **you** sell the **property**, the buyer can be covered under this Section from the time **you** exchange contracts, or

accept the offer to purchase in Scotland, until the buyer completes the purchase

**We do not cover** anything

1. covered by the buyer's insurance
2. that happens after completion of the sale
3. that happens when the **property is empty**
4. if the buyer does not comply with all the terms of **your cover**

## 8. Improvements you make as a tenant

If improvements **you** make to the property if **you** rent or lease it are **damaged** as a result of one of the **covered events**

**We may pay**

- the cost to reinstate the fixtures, fittings and improvements

## Special conditions for this Section

### Flat roofs

A competent roofing contractor must inspect any flat part of the roof of the **property** at least once every 5 years. **You** must follow any recommendations the contractor makes and carry out any work needed following the inspection. **You** must keep the inspection reports

## Section 2 Contents

### 1. Damage, theft and loss

If **your contents** are lost, stolen or **damaged** as a result of one of the **covered events**

**We may pay** the costs to

- reinstate your contents
- take away damaged contents and clean or remove undamaged contents

If **your buildings** are **damaged** as a result of theft or attempted theft and

- **your cover** does not include Section 1 Buildings
- **you** are legally responsible for the **damage**

**We may pay** the costs to

- **reinstate** damage to the **buildings**

**We do not cover**

1. permanent fixtures and fittings, permanent flooring including landlord's fixtures and fittings and permanent flooring
2. **personal belongings, money, cards and documents**
3. mechanically propelled or mechanically assisted vehicles
4. caravans, aircraft, trailers or watercraft or their accessories
5. jewellery, watches, furs, precious metals and precious stones and items made from them
6. curios, antiques, sculptures, fine art and rare books
7. explosives including fireworks
8. **stock** including prescription drugs
9. **damage** to dynamos, transformers, motors or other machines or apparatus that generate or use electricity or any part of the electrical installation by over-running, a short-circuit, abnormal currents, self-heating or self-ignition

### 2. Director's, partner's and employee's personal belongings and personal money

If a **director's, partner's or employee's personal belongings** or personal **money** are stolen or **damaged** in **your premises, in transit**, at an exhibition or Caterers' event as a result of one of the **covered events**

**We may pay**

- the cost to **reinstate** the **damaged** or stolen **personal belongings** and personal **money**

**We do not cover**

1. pedal cycles except when they are on the **premises** during **business hours**
2. **cards**

3. unattended **personal belongings** or personal **money**
4. **contents**, securities and documents, motor vehicles and **computers**
5. any goods used as part of a business

### 3. Customer's personal belongings and personal money

While a customer is in **your premises** if their **personal belongings** or personal **money** are stolen or **damaged** as a result of one of the **covered events**

**We may pay**

- the cost to reinstate the damaged or stolen personal belongings and personal money

**We do not cover**

1. **cards**
2. unattended **personal belongings** or personal **money**
3. securities and **documents**, motor vehicles and **computers**

### 4. Property in the open

If **your contents** are stolen or **damaged** while in the open at **your premises** as a result of one of the **covered events**

**We may pay**

- the costs to **reinstate** the **damaged** or stolen **contents**

**We do not cover**

1. theft or attempted theft if **contents** are left unattended
2. **damage** caused by **storm** or flood to any item not designed to be kept outdoors
3. **damage** caused by or resulting from workmen carrying out repairs or alterations
4. **damage** to neon signs, illuminated signs and electric light fittings if they are moved from their fixed position except **damage** by theft or attempted theft
5. **damage** to bulbs and tubes in neon signs, illuminated signs and electric light fittings unless it results from **damage** to the sign or fitting

### 5. Emergency access

If the police, fire brigade or ambulance services attend an emergency at the **property** and cause **damage** to **your garden**

**We may pay**

- to **reinstate** the **damaged** garden

**We do not cover damage**

1. caused by a police raid

### 6. Computers

If **your computers** are lost, stolen or **damaged** anywhere in the **UK** as a result of one of the **covered events**

**We may pay**

- the cost to reinstate the stolen or damaged computers
- the cost to **reinstate** programs and **data**

**We do not cover**

1. any amount **you** can get back under any guarantee or other contract
2. the loss of use of a **computer**
3. **damage** to a **computer** caused by theft or attempted theft at **your premises** unless the theft or attempted theft involves
  - force or a violent act to get in or out of **your premises** or
  - violence or the threat of violence to any person lawfully at the **premises**
4. the cost of installing software that **you** can install by following the manufacturer's instructions

## 7. Computer breakdown

If

- **your computers** and **data** on them are **damaged**, erased, corrupted, destroyed or distorted by a sudden and unforeseen breakdown, distortion, electrical burn-out or fault caused by a mechanical or electrical defect or the electricity or telecommunications supply failing or fluctuating

**We** may pay

- the cost to **reinstate** the **computers**, and if **we** do
- the cost to **reinstate** programs and **data**

**We** do not **cover**

1. breakdown of a **computer** that is more than 10 years old
2. breakdown or the cost to **reinstate** programs and **data** resulting from wear and tear or any gradually operating cause
3. the cost of reinstatement
  - **you** can get back under a guarantee or other contract
  - of **data** not stored by following the manufacturer's instructions
4. the cost of **reinstatement** caused by or resulting from
  - the loss of the electricity or telecommunications supply by the supplier's employees' industrial action
  - the electricity or telecommunications supplier deliberately interrupting the supply unless it is to save life

## 8. Metered water, gas and oil

If water, gas or oil **you** own or are responsible for is **accidentally** lost or stolen from a metered water, gas or oil system at the **property**

**We** may pay

- the charges for the water or gas that **you** are responsible for
- the cost to **reinstate** the oil

## 9. Bequeathed property

If **contents** left to **you** for **your business** are lost, stolen or **damaged** as a result of one of the **covered events**

**We** may pay the costs

- to **reinstate** the **damaged** or stolen **contents**

**We** do not **cover** any **damage**, **loss** or theft that happens

1. before **your** legal interest in the **contents** starts
2. more than 3 months after **your** legal interest in the **contents** starts if **you** do not take out **cover** for them with **us**
3. to **buildings**
4. to vehicles and their accessories licensed for road use and only used on the public highway
5. to trailers, caravans, waterborne craft, aircraft or their accessories
6. to **money** or any type of securities
7. to any other type of **document** that has any negotiable or non-negotiable value
8. to anything included anywhere else in **your cover** or that **you** can claim for somewhere else

## 10. Fire extinguishers, sprinklers and fire alarms

If **your contents** are **damaged** resulting of one of the **covered events** and as a result **your** fire extinguishers are used, and **we** agree to pay a claim for that **damage**

**We** may pay

- to refill fire extinguishers

## Other cover under Sections 1 and 2

### 1. Locks and keys

If the keys to the **property**, a safe or strong room in the **premises** are lost or stolen

- from inside the **buildings** following entry by force or a violent act
- from inside **your** private residence or the private residence of a **director, partner** or authorised employee
- following an assault on **you, a director, partner** or authorised **employee**

**We** may pay

- to get into the **property**, safe or strong room
- to replace keys, locks and locking mechanisms for external doors, windows, safes, strong rooms and intruder alarms

**We** do not **cover**

1. the theft of safe keys or strong room keys from the **premises** outside **business hours**

## 2. Temporary removal

If **contents** or part of the **buildings** are **damaged** or stolen as a result of one of the **covered events** while they are temporarily

- off the **premises** for alteration, renovation, repair or cleaning
  - being moved to or from the **premises** for alteration, renovation, repair or cleaning
  - off the premises and with **you, a director, partner** or authorised **employee**
  - in the post
- and
- if **contents** temporarily off the **premises** to use for outside Caterers' are **damaged** or stolen

**We** may pay

- to **reinstate** the **damaged** or stolen **contents** or part of the **building**

## 3. Trace and access

If **your buildings** or **contents** are **damaged** by water, fuel heating oil or LPG escaping at **your premises** and **we** agree to pay a claim for that **damage**

**We** may also pay

- the costs to find the source of the escape
- the cost to **reinstate** the **damage** to the **buildings** caused by trying to find the source

## Section 3 Stock

The **excesses** shown on **your Caterers' Cover Schedule** will only apply once if there is a series of claims from the same cause that happens in a period of 72 hours in a row

### 1. Damage, theft and loss

If **your stock** or goods **your business** has sold but not delivered are lost, stolen or **damaged** as a result of one of the **covered events** during the **cover period** at **your premises**

**We** may pay

- the cost to **reinstate** the **damaged** or stolen **stock** and goods sold
- the costs to remove, dismantle or break up the **stock**
- the value of any cancelled sale contract for the **damaged** goods sold but not delivered

**We** do not **cover**

1. **stock** that is not on racks, stillages, pallets or something similar that are at least 150mm above floor level
2. theft or damage to cigarette and tobacco products
3. consumable items that are not for sale
4. **money** and documents

### 2. Seasonal increase

**We** will increase the **cover limit** for **stock** by 50%

- during November and December
- 31 days before Easter Monday

- at any other time shown on your **Caterers' Cover Schedule**

**We do not cover** any

1. extra wines and spirits kept in public areas of the **premises**
2. extra wines and spirits not in a locked store room or cage

### 3. **Exhibition and Caterers' event stock and equipment**

If **your** exhibition or **event equipment, stock** and promotional items at an exhibition, **Caterers' event** or **in transit** to or from an exhibition or **Caterers' event** are lost, stolen or **damaged** as a result of one of the **covered events**

**We may pay**

- to **reinstate** the equipment, **stock** and promotional items

**We do not cover**

1. equipment, **stock, event equipment** and promotional items left unattended in the open or in a vehicle
2. **event equipment damaged** by atmospheric or environmental conditions including frost, damp and sunlight
3. **damage** caused by electrical or mechanical breakdown, mechanical wear and tear or lack of maintenance
4. **event equipment** confiscated, seized, or detained by any government or public authority
5. lost or **damaged**
  - mobile phones or jewellery
  - clothing other than costumes
  - bouncy castles and inflatable play equipment
  - napery
  - porcelain, glassware, or items of a brittle nature
6. any **damage** or loss because of any willful or malicious act or any act of vandalism
7. inventory or stocktaking shortages or unexplained disappearance or discrepancy
8. **money**
9. **damage** caused by the incorrect erection, use or dismantling of any staging, marquees, gazebos, tents, seating, shell-scheme frameworks, inflatable structures and buildings, lighting or art installations and sculptures

### 4. **Refrigerated and frozen food damage**

If **your stock** in a chill or deep freeze unit is **damaged** by

- a rise or fall in temperature in the unit resulting from a failure in the unit or a failure of the power supply
- the escape of refrigerant
- **accidental damage** to the unit

**We may pay the cost to**

- **reinstate** the stolen or **damaged stock**
- **reinstate stock** at **your premises damaged** because it cannot go in the damaged or non-working chill or deep freeze unit
- hire temporary freezing or cold space and transfer undamaged stock normally kept in a chill or deep freeze unit to stop it being **damaged**

**We do not cover**

1. **damage** to the chill or deep freeze caused by fire, lightning, explosion or flood
2. theft or **damage** caused by or resulting from any deliberate act or deliberate neglect by **you, a director, partner or employee**
3. **damage** caused by the deliberate act of the power supplier
4. **damage to stock** in a chill or deep freeze unit that is more than 5 years old and does not have an annual maintenance contract
5. **damage to stock** in a chill or deep freeze unit caused by fragments of the chill or deep freeze unit resulting from it breaking down
6. **damage to stock** in a chill or deep freeze unit that is 16 years old or more

## Special condition

We may, at any reasonable time, inspect any chill or deep freeze unit at the **premises**

## Exclusions that apply to Sections 1, 2 and 3

These exclusions apply as well as any exclusions shown in any part of Sections 1, 2 and 3

### We do not cover

1. the costs of clearing blocked sewer pipes, drains, pipes or underground tanks
2. **damage** to pitch fibre pipes caused by the weight of soil or other covering material
3. de-lamination of pitch fibre pipes
4. the cost to find the source of the **damage to underground services**
5. the costs to clear a blockage in **underground services**
6. the costs to **reinstate** any wall, drive, fence or path that has to be removed or is **damaged** during the search for the cause of the **damage to underground services**
7. **damage** to, caused by or resulting from a thatched roof that has not been inspected and certified by a qualified thatcher in the 5 years before the **damage** happens
8. **damage** caused by subterranean fire
9. the cost of stabilizing the site **your property** is built on
10. **damage** caused by or resulting from demolition, structural repairs or alterations of **your buildings**
11. **damage to underground services** caused by their own collapse or cracking
12. **damage** to fences, gates or hedges by falling trees, branches lamp posts, pylons, telegraph poles
13. the cost to restore the site
14. the cost to remove a fallen tree or branch that has not caused **damage**

### **damage** caused by

15. or resulting from movement, shrinkage or expansion
16. underground streams, rivers, water in the spaces in underground soil and rock and a rise in the **water table**
17. rain that is not part of a **storm**
18. a vehicle **you** own
19. freezing unless all water tanks, pipes in the loft and other pipes that could freeze are properly insulated
20. freezing in outbuildings
21. water overflowing from washbasins, sinks, showers, baths or bidets as a result of the taps being left on
22. the failure or lack of sealant in or on pipes or **sanitary ware** or the failure or lack of grout or tiles
23. lack of maintenance or general wear and tear
24. the escape of fuel caused by **subsidence, heave or landslip**
25. drinks escaping from bottled **stock storm**

### flood **damage** to

26. **contents** not designed to be kept outdoors and **stock** in the open or in a **building** with one or more open ends or sides
27. car parks, paths, drives and other paved or hard-standing areas and trellises
28. moveable **buildings** or parts of **buildings** in the open
29. boundary walls, fences, gates and hedges
30. fences, gates or hedges
31. any felt roof if the felt is more than 10 years old
32. swimming pools and swimming pool covers
33. solar panels, wind turbines or ground source heating pumps
34. television aerials, radio aerials, satellite dishes, fittings, masts or security equipment unless **your cover** includes Section 2 Contents

### **storm damage** to

35. cantilevered carports, canopies or awnings by a **storm**
- theft or **damage** by theft or attempted theft
36. of any above ground drains, pipes or cables



37. by **you** or a member of **your** family
38. by a **director, partner or employee** or a member of **your** or their family
39. that happens when the **buildings** are unattended unless all security devices required under **your cover** are fully operating
40. from a building that does not involve force or a violent act to get into or out of the **building**
41. from an unattended vehicle or trailer unless all windows are closed and all ways to get into the vehicle or trailer are locked and the **contents, documents, computers, personal belongings or personal money** are hidden from view in a closed boot, luggage, storage or glove compartment

**damage or theft**

42. in Northern Ireland caused by or resulting from employees of a business stopping work to protest, malicious acts, locked out workers, riot and civil commotion and people taking part in labour disturbances except **damage** by fire or explosion
43. caused by or resulting from a safe or strong room being opened by a key or combination code that is left on the **premises** outside **business hours**
44. to **contents** not at **your premises** in the open or in an open-sided **building**
45. that happens when the **property is empty**
46. that is more than 10% of the cover limit for contents, for contents not at your premises
47. resulting from a director's, partner's or employee's fraud or dishonesty
48. by **your** tenant and anyone living with or visiting **your** tenant

**damage** caused during tree felling, lopping or topping

49. to **buildings, contents or stock**
50. to trees or branches
51. to fences, gates or hedges

malicious **damage**

52. caused by or resulting from **employees** of a business stopping work to protest
53. that happens in an unsecured or unlocked **building**

**damage** resulting from

54. normal settlement, expansion or shrinkage
55. settlement or movement of made-up ground
56. mine workings under the property
57. coastal or riverbank erosion
58. **subsidence** caused by the weight of the building
59. **subsidence, heave or landslip** if it has happened before on the land the **property** is built on
60. compaction of infill within the first 10 years after any **buildings** were constructed
61. failure by the builders to follow good building practice
62. construction, demolition, repair or structural alteration
63. groundworks or excavations at the **property**
64. faulty or defective workmanship, design or materials

**damage to**

65. the following unless the **building is damaged** at the same time and by the same cause
  - fixtures and fittings, permanently wired fixed alarm systems
  - drives, terraces, paths, patios and other paved or hard standing areas, boundary walls, fences, gates, hedges or trellises
  - septic tanks, fixed fuel tanks, ground source heating pumps, drains, pipes and cables
66. solid floor slabs and non-load-bearing walls or **damage** caused by solid floor slabs and non-load-bearing walls moving unless the foundations under the load-bearing walls of the **building** are **damaged** at the same time and by the same cause

## Section 4 Fixed glass, shop front, sanitary ware, lamps and signs

If **your** fixed glass in

- windows, doors and fanlights

- glass display cases, shelves, tops and mirrors
- or your
- frames, doors, panelling, shutters, blinds and awnings
  - lettering, decoration or protective film or alarm foil on glass
  - **sanitary ware**, lamps and signs
- at **your premises** are stolen or **damaged** as a result of one of the **covered events**

**We** may pay

- the cost to **reinstate** the **damaged** or stolen item
- the costs of temporary boarding up
- the cost to remove or replace fixtures and fittings needed to replace the **damaged** or stolen item
- the costs to replace any intruder alarm **damaged** as a result of the **damage** or theft
- **damage** to items on display in windows if the **damage** was caused by **damaged** fixed glass

**We** do not **cover** theft or **damage**

1. to any **stock** or items **you** hold in trust
2. that happens **in transit** or while being fitted
3. caused by or resulting from defects in frames or framework
4. caused by or resulting from repairs or alterations to the **premises**
5. to glass in vending machines
6. that is on or near the surface
7. that is a scratch or a crack that does not go right through the item and where this does not stop the usefulness or normal function
8. to neon signs, illuminated signs and electric light fittings when they are removed from their fixed position other than by theft or attempted theft
9. to bulbs and tubes in neon signs, illuminated signs and electric light fittings unless it results from **damage** to the sign or fitting

## Section 5 Business interruption and book debts

Please note where this Section mentions infectious or contagious human disease, organism or an emergency that has or is likely to endanger life it does not include

- anything caused by, resulting from, related to or involving Coronavirus, Covid-19, SARS-COV-2 wherever it happens or
- an outbreak of an infectious or contagious human disease that isn't caused by Coronavirus and must be notified to a national or local authority unless the outbreak happens at **your premises**

### Definitions

The following definitions apply to this Section only

#### event

something **we** give **cover** for under part 1 of this Section

#### gross profit

- **income** + closing **stock** + work in progress  
less
- opening stock + work in progress + other working expenses
- savings made from reduced charges or expenses during the **indemnity period** payable out of **income** as a result of the event
- **income you** earn or someone on **your** behalf earns during the **indemnity period** from carrying on **your business** or any part of **your business**
- any amount made from selling salvage

#### income

The **money** paid to **you** or legally due to **you** for goods sold and delivered or services **you** give as part of your

business

#### increased cost of working

**Your** extra costs during the **indemnity period** to stop or limit **your income** reducing including

- rent at temporary premises
  - extra heating, lighting and water costs at temporary premises
  - equipment at the temporary premises so **you** can carry out **your business**
  - extra staff and overtime to current **employees**
  - expenses of **your business** that do not fall under the definition of **other working expenses**
- calculated by
- gross profit
- divided by
- **gross profit** + the expenses of **your business** that do not fall under the definition of **other working expenses**
- multiplied by
- 100 (the result used as a percentage)
- multiplied by
- the expenses of **your business** that do not fall under the definition of **other working expenses**

but not more than the **income you** would have received if the **event** had not happened

#### indemnity period

The time an **event** affects **your income** up to 36 months from the date of the **event** unless a different time is shown on **your Caterers' Cover Schedule**

#### other working expenses

The cost of **your** purchases, packaging, carriage and bad debts

### 1. Business interruption

If **your business** is interrupted or interfered with as a direct result of the one of the following **events** happening

- **your premises** or parts of **your premises** are stolen or **damaged** as a result of one of the **covered events**
- **your contents** or **stock** are stolen or **damaged** as a result of one of the **covered events** while
  - at **your premises**
  - in storage for up to 90 days
  - in storage for longer than 90 days if **you** ask **us** in advance and **we** agree in writing
- there is accidental failure of electricity, gas, water or telecommunications supply to **your premises**
- murder, manslaughter, rape or suicide happens at **your premises**
- an outbreak of an infectious or contagious human disease at **your premises** that must be notified to a national or local authority
- an organism is discovered at **your premises** that could result in an infectious or contagious human disease that must be notified to a national or local authority
- poisoning from food and drinks supplied from **your premises**
- defective drains or other sanitary processes
- an infestation of vermin and the local authority order or advise you to stop or restrict the use of **your premises**
- **damage** to **your** supplier's premises, contents or stock caused by theft or **damage** the same as **theft** or **damage** covered by **your cover**
- **damage** that stops the electricity, gas, water or telephone supply to **your premises** caused by
- **theft or damage** to the following in the **UK**
  - an electricity generation station, substation, or the public electricity supply
  - the gas supply company's land-based operations
  - the water company's water works or pumping stations
  - the telephone company's land-based operations

- **your stock or contents** are lost, stolen, **damaged** or delayed **in transit**
- **you** cannot access or use **your premises** for more than 6 hours because of an emergency that has or is likely to endanger
  - life
  - any property near **your premises**
- there is **damage** to properties within 2 miles of **your premises** and that **damage** would not be excluded by **your cover** if it happened to **your premises**

**We may pay**

- the amount **your gross profit** during the **indemnity period** is less than the **gross profit you** would have made if the **event** had not happened
- the **increased cost of working**
- the fees of a professional accountant to produce and certify details from **your accounts we** ask for to help **us** investigate and verify **your gross profit** and **increased cost of working**
- the cost to stop or reduce lost turnover
- the cost to start normal **business** operations again or continue normal **business** operations at another premises

**We do not cover gross profit** lost resulting from theft of or **damage**

1. to **your premises, stock or contents** that are not included in **your cover**, not covered or insured somewhere else
2. to a property within 2 miles of **your premises** for the first 7 days except where it involves an emergency likely to endanger life that nearby property
3. to a vehicle licensed for use on the public highway, caravans, trailers or watercraft
4. caused by malicious **damage**, riot or civil commotion that deliberately deletes, loses, distorts or corrupts information on a **computer**
5. to **your stock or contents in transit** from any cause **you** can control
6. as a result of repairs, maintenance, a defect or wear and tear
7. to land, roads, pavements, piers, jetties, bridges, culverts or excavations
8. to livestock, growing crops or trees
9. to water that is not contained in a tank, pipes or processing equipment at **your premises**
10. to fixed glass and shop fronts while they are removed for alterations or repairs or while alterations, extensions or additions are carried out to the **premises**
11. to **contents** or **stock** in the open or in a **building** with one or more open end or side

**We do not cover gross profit** lost resulting from

12. **your** unnecessary delay to repair or replace **damaged premises, stock or contents**
13. an electricity, gas or water supplier deliberately stopping or restricting their supply
14. industrial action affecting the supply of electricity, gas or water
15. accidental failure of electricity, gas, water or telecommunications supply to **your premises** for less than 6 hours
16. a supplier stopping or restricting access to an extranet, the internet, **your** internet site and applications and related services over the internet
17. any planned or unplanned rail engineering works
18. **your business** if it permanently stops during the **cover period**, is wound up or carried on by a liquidator, administrative receiver, insolvency practitioner or administrator or there is bankruptcy order against **you**
19. drought, atmospheric, air, climate and weather conditions including temperature, air pressure, humidity, rain, snow, ice, moisture, sunshine, cloudiness and winds
20. buildings and structures while being built or erected and materials or supplies used to build or erect the buildings or structures
21. lost, destroyed or **damage** to property used by **your** supplier
22. failure of satellite services
23. **damage** to property at **your** supplier's premises resulting from the failure of electricity, gas, water or telecommunications supply if the supplier of those services is the same supplier **you** use at **your**

#### **premises**

24. any cause **you** can control
25. the cost of cleaning, repairing, replacing, recalling or checking **premises, stock or contents**
26. theft, **damage** or delay **in transit** caused by the delay or a loss of use of the carrying vehicle
27. the fees of a professional accountant if **we** have not agreed them
28. actual or suspected explosive or incendiary devices at or near **premises** in Northern Ireland
29. the **cover limit** for **gross profit** at the time of the **event** being less than the **gross profit** that **you** would have earned in the **indemnity period** if the **event** had not happened. If it is less **we** will reduce the amount **we** may pay in proportion to the amount the **gross profit** that would have been earned in the **indemnity period** is to the **cover limit** for **gross profit**

#### **We do not cover**

30. an interruption or interference with **your business** at any **premises** except the **premises** where the **event** happened
31. anything caused by or resulting from an interruption or interference with **your business** following
  - **damage** caused by a rise or fall in temperature in a refrigeration unit resulting from
  - wear, tear or the gradual deterioration of the refrigeration unit in the chill or deep freeze unless it is caused by breakdown or **damage**
32. renewal or repair of fuses or of electrical contacts that have been arcing
33. anything caused by, resulting from, related to or involving Coronavirus, Covid-19, SARS-COV-2 wherever it happens
34. anything caused by, resulting from, related to or involving an outbreak of an infectious or contagious human disease that isn't caused by Coronavirus and must be notified to a national or local authority unless the outbreak happens at **your premises**

## **2. Essential employees**

If an essential **employee** dies or is permanently disabled, or an essential **employee** or group of **employees** resign following a lottery win

#### **We may pay**

- **your** extra expenses to stop or reduce any loss of **income**

## **3. Book Debts**

If **you** cannot trace **money** **your** customers owe **you** because **your records** when they are at **your premises**, temporarily away from the **premises** or in the post are lost, stolen or **damaged** as a result of one of the **covered events**

#### **We may pay**

- the difference between the **book debts** at the date of the **damage** or theft and the amount of **money** received or traced towards those **book debts** in the 12 months after the date of the **damage**, theft or loss
- the extra costs trying to trace and recover **book debts**
- **your** professional accountant's fees **we** have agreed in writing for producing and certifying details **we** ask for to investigate and verify a claim under this part of this Section

#### **We do not cover any money lost**

1. if **your business** permanently stops during the **cover period**, is wound up or carried on by a liquidator, administrative receiver or administrator or there is bankruptcy order against **you**
2. if **you** enter into a Company Voluntary Arrangement or Individual Voluntary Arrangement, unless **we** agree in writing to give **cover**
3. if **your records** are **damaged** by fire at **your premises** unless they are in a safe or cabinet that has at least 2 hours' fire resistance
4. resulting from deliberately false **records**
5. resulting from mislaid or misfiled **records**
6. if at the time of the loss, theft or **damage** a claim has not been agreed under Section 1 Buildings or Section 2 Contents or Section 3 Stock

7. resulting from the **cover limit** for **book debts** at the time of the **damage** being less than the **book debts**. If it is less **we** will reduce the amount **we** may pay to the proportion the amount the **book debts** are to the **cover limit** for **gross profit**

## Section 6 Lost drinks licence

If **your** licence to sell excisable drinks is suspended, withdrawn, changed or renewal is refused under the legislation or regulations governing the licence resulting from something outside **your** direct control

**We** may pay

- the profit lost by **your business** shown by the difference between
  - all sales less related purchases during time of the lost licence and
  - sales less related purchases during a time immediately before the date of the lost licence that is the same length of time as the licence is lost
- **your** extra expenses to maintain sales for up to 12 months from the date of the lost licence
- **your** costs to appeal against the withdrawal, suspension, loss or refusal to renew **your** drinks licence if Counsel advises there is a reasonable chance of success
- the value **your premises** have reduced by if
  - **you** cannot get a licence within 12 months from the date of the suspension, withdrawal or refusal to renew and
  - **you** sell the **premises** within 3 months of the end of the 12-month period

**We** do not **cover** any profit lost, expenses or costs of an appeal

1. if **you** are can get compensation under any legislation
2. from the suspension, withdrawal or refusal to renew a licence caused by or resulting from
  - any town or country planning, improvement or redevelopment order
  - a compulsory purchase order
  - any alteration of the law affecting the grant, surrender, refusal to renew or loss of licences
3. if **you** do not
  - keep the **premises** open during permitted hours
  - comply with any requirement of the licensing justices or other authority
  - keep the **premises** in good sanitary and general repair
  - take all reasonable steps to keep the licence in force

### Special condition

**You** must tell **us** immediately and not later than 24 hours after there is

- a complaint against the **premises** or the control of the **premises**
- any proceedings against or conviction of the licence holder, manager, tenant or occupier of the **premises** for any breach of the licensing law
- anything that affects or questions the character, reputation, honesty, moral standing or alcoholic drinking habits of the manager, tenant or occupier of the **premises**
- a change in the tenancy or management of the **premises**
- a transfer or proposed transfer of the licence
- any alteration in the way the **premises** are used
- any objection to renew or other circumstances that may endanger the licence or the renewal of the licence

## Section 7 Goods in transit

Recovery costs have separate **cover limits** and are within the **cover limit** for this Section

### 1. Damage

If goods, **event equipment**, packing materials, trolleys, chains and ropes connected to **your business** are **damaged** or stolen while

- in a road vehicle **you** own or use or in a road haulier's vehicle

- **in transit** by parcel service, rail, sea or air while in the **UK** or the Republic of Ireland

**We** may pay

- the cost to **reinstate** the **damaged** or stolen items

**We** do not **cover**

1. **money, cards**, jewellery, precious stones, watches, precious metals, bullion, furs, curiosities, works of art and rare books
2. mobile telephones, smart phones and similar items, satellite navigation systems, car audio equipment, televisions and **computers**
3. **documents**, explosives or livestock
4. dents, scratches or bruises to furniture
5. clocks, scientific instruments, glass, china, earthenware, marble or other fragile or brittle objects, pictures or similar unless the carrying vehicle, vessel or aircraft is **damaged** at the same time
6. containers, trailers, demountable vans or similar
7. unexplained shortages
8. **damage** caused by explosives or dangerous goods
9. **damage** or theft caused in any way by **your** dishonesty or a **director's**, **partner's** or an **employee's** dishonesty
10. **damage** resulting from theft or attempted theft from an unattended vehicle or trailer **you** own or use unless
  - all windows are closed and all ways to get into the vehicle or trailer are locked and the alarm is on
  - the goods are hidden from view
  - the keys are removed
  - and between 9.00pm and 6.00am the vehicle or trailer is also
  - in enclosed premises that are locked or have a watchman in constant attendance
11. **damage** or theft caused by or resulting from
  - defective or insufficient packaging
  - defective or insufficient protection or storage against climatic conditions except lightning
  - an incorrect address, label or delivery
12. deterioration of refrigerated goods caused by a breakdown in refrigeration equipment unless the breakdown is caused by a fire, accident, theft or attempted theft to the vehicle carrying the goods
13. riot, civil commotion or strikes
14. moths, mildew, rust or vermin
15. **pollution** or contamination unless it is caused by something outside the vehicle or trailer
16. loss in weight, evaporation, deterioration, depreciation, taint, leaks or spills, mechanical breakdown, electrical breakdown or a physical disorder of the goods not caused by fire, explosion or an accident to the vehicle, vessel or aircraft carrying the goods
17. theft or **damage** caused by theft or attempted theft from any soft-topped, soft-sided, open-sided or open-topped vehicle or trailer **you** own or use
18. theft or **damage** caused by or resulting from dismantling, installing, erecting or testing
19. theft or **damage** **you** have not told the carrier of goods about in any time limit set out in the contract with the carrier
20. theft or **damage** by **employees** **you** have not taken reasonable care to make sure are honest and competent to transport goods
21. theft or **damage** caused by or resulting from un-roadworthy vehicles or trailers or vehicles or trailers **you** own or use that have not been regularly maintained
22. **damage** caused by spills, leaks, fermentation, taint, contamination, deterioration, loss of weight, evaporation, mechanical or electrical breakdown unless it can be directly traced to fire, lightning or an accident to the vehicle carrying the goods and not excluded anywhere else
23. **damage** caused by a delay, loss of market or any other type of financial loss resulting from the loss, theft or **damaged** goods

24. goods covered anywhere else in **your cover** or somewhere else

## 2. Recovery costs

If **we** agree to pay a claim under this Section

**We** may also pay

- to transfer the goods to another vehicle and deliver them to their original destination or back to where they were sent from if they are **damaged** by fire, collision or the vehicle **you** own or use overturning
- to reload the goods on to a vehicle **you** own or use
- to break up or dismantle the goods
- to remove debris and clear the site **you** are responsible for resulting from the **damage**

## Section 8 Money

### 1. Money

If during the **cover period money** or **non-negotiable money** connected to **your business** is lost, stolen or **damaged** as a result of one of the **covered events**

- at **your premises**, in **your** home or an authorised **director's**, **partner's** or **employee's** home
- while with a specialist security company

stolen or **damaged** as a result of one of the **covered events**

- in a bank night safe
- while taken to or from **your premises** and
  - **your** bank
  - **your** home
  - an authorised **director's**, **partner's** or **employee's** home
  - a usual supplier's premises
- while taken to or from **your** home or an authorised **director's**, **partner's** or **employee's** home, **your** bank or a usual supplier's premises
- **your**, a **director's**, **partner's** or **employee's** **personal belongings** are stolen or **damaged** as a result of the theft or attempted theft of **money**

**We** may pay

- the cost to **reinstate** the lost, stolen or **damaged money**, **non-negotiable money** or **personal belongings**

**We** do not **cover** any **money** stolen

1. **in transit** if the amount carried or stolen is more than
  - £3,000 and less than £6,000 unless carried and shared equally by 2 able bodied people
    - Any less than 2 able bodied people means there is no cover at all
  - £6,000 and less than £10,000 unless carried and shared equally by 3 able bodied people
    - Any less than 3 able bodied people means there is no cover at all
  - £10,000 unless carried by a specialist security company
    - If a specialist security company is not used then there is no cover at all
2. from **your premises**, **your** home, an authorised **director's**, **partner's** or **employee's** home unless it involves
  - force or a violent act to get in or out of **your premises** or the home
  - the threat of assault or violence to any person lawfully at your premises or the home
3. while taken to or from
  - **your premises** and **your** bank, **your** home, an authorised **director's**, **partner's** or **employee's** home
  - **your** home or an authorised **director's**, **partner's** or **employee's** home and **your** bankunless **you** or an authorised **director**, **partner** or **employee**
  - are carrying the **money** out of sight in
    - a bag or other container or
    - clothing **you** or they are wearing or
  - a boot, luggage, storage or glove compartment of a vehicle



- **you**, an authorised **director**, **partner** or **employee** are driving or travelling in as a passenger and
  - all windows are closed and all ways to get into the vehicle are locked
4. from an unattended vehicle
  5. if not notified to the carrier in any specific time limit set out in the contract with the carrier
- We do not cover money or non-negotiable money** lost or stolen
6. resulting from your dishonesty, a **director's**, **partner's** or an **employee's** dishonesty
  7. caused by or resulting from counterfeit **money**, forgery, fraudulent alteration or substitution, or fraudulent use of a **computer** or electronic transfer
  8. as a result of a cheque that is not honoured
  9. outside the **UK**
  10. if **you** do not take reasonable care to select honest and competent **directors**, **partners**, **employees** and carriers to transport **money**
  11. if **you** agree to give **your money** to someone
  12. if it is included somewhere else in **your cover**
- We do not cover**
13. **money** lost while taken to or from **your premises**, a bank, **your** home or a **director's**, **partner's** or an **employee's** home
  14. **money** lost as a result of currency depreciating, clerical or accounting errors
  15. lottery tickets, lottery winnings, raffle tickets, stamps that are part of a collection, promotional vouchers, air miles vouchers, credit notes, and store or loyalty points
  16. **money** and **non-negotiable money** connected with any other business
  17. personal **money**
  18. anything caused by or resulting from an interruption or interference with **your business**
  19. **money** and **non-negotiable money** sent by post
  20. **money** in coin-operated gaming devices and machines
  21. **money** **you** can recover from a specialist security carrier
  22. more than the declared maximum amount of **money** kept on the **premises** shown on your **Caterers' Cover Schedule**

## 2. Unauthorised use of cards

If an unauthorised person uses any **card** connected with **your business**

**We** may pay

- to **reinststate** the amount of money **you** have lost

**We** do not **cover** any amount of money lost through unauthorised use

1. following the theft of a **card** from an unattended vehicle unless
  - the **card** is hidden from view in a closed boot, luggage, storage or glove compartment and
  - all windows are closed and all ways to get into the vehicle are locked and the alarm is on

### Special conditions for this Section

- Outside **business hours** all cash till drawers must be left open or removed and the contents removed and kept securely somewhere else
- Outside **business hours** any safe is locked and
  - the keys or combination code are not left on the **premises** or
  - the keys or combination code are only kept by **you**, a **director**, **partner** or an authorised **employee**
- **You** or any authorised **director**, **partner** or **employee** while taking **money** to or from **your premises**, **your** bank or **your** home or their home must
  - use different times, routes and ways of transporting the **money**
  - arrange for one or more able bodied adults to carry the money

**You** and **your directors**, **partners** and **employees** must comply with all security protocols that apply to **your business** about electronic fund transfers and payments published by UKash, Paypoint, Western

Union and similar entities, lottery operators and mobile phone top-up voucher providers

- **You** must keep a complete record of all **money you** keep on the **premises** and **in transit** and keep the record in a secure place other than in a safe containing **money** and keep a copy of the records away from the **premises**

## Section 9 Caterers' event cancellation, abandonment or postponement

If a **Caterers' event** is cancelled, abandoned or postponed as a result of

- something outside **your** control, including the weather because
  - the event's Health and Safety Official or an emergency authority say it is a threat to the safety of the people attending or taking part in the event
  - the venue is inaccessible or unusable
- the death, injury, or illness of **your**
  - husband, wife, partner, fiancé, civil or domestic partner
  - parent or grandparent
  - child, step, adopted or foster child or grandchild
  - brother, sister, foster, adopted and stepbrother or sister
- the failed, or delayed transport arrangements from outside the **UK** of a celebrity, key speaker, performer or other essential person
- the non-appearance of an essential supplier
- the outbreak of any infectious disease that results in quarantine or travel restrictions of people or animals or the threat of this happening by any national or international organisation or agency

**We** may pay

- any expenses **you** paid to put on the event including advertising costs that **you** cannot recover
- the extra costs to put on the event at a later date if it is rescheduled

**We** do not cover cancellation, abandonment or postponement of the event as a result of

1. the weather in the first 14 days of **cover**
2. any circumstances and weather that **you** knew or should have known were a risk to the event
3. insufficient finance or fund raising
4. withdrawal of sponsorship or support
5. the non-appearance of one or more delegates, visitors, exhibitors, guests, celebrities, key speakers, performers or anyone else who would carry out an essential function, except the failed, or delayed transport arrangements from outside the **UK** of a celebrity, key speaker, performer or other essential person
6. the failure or non-appearance of a supplier, professional event planner, organiser or co-ordinator unless their service and booking arrangements are confirmed in writing
7. **you** not making all the necessary and required arrangements in time for the event to go ahead
8. restrictions imposed by the local authorities or regulatory organisations
9. court mourning, death of a member of the royal family or head of state
10. **you** breach the terms of any contract

**We** do not cover

11. lost sales, profits, takings or receipts for the event
12. expenses **you** pay to a professional event organiser, planner or co-ordinator to book suppliers
13. expenses where **you** do not have a contract in **your** name with a supplier

### Special conditions for this Section

**You** must

- carry out risk assessments and check fire precautions at the venue
- look at contingency planning, alternative supplier's options, transport, and access methods
- maintain all parts of the venue, its fixtures & fittings, machinery **you** are responsible for and maintain **your** equipment in a good and safe state of repair

- select the appropriate employees and give them the training and ongoing supervision necessary for the work they will carry out
- follow any manufacturers' guidelines and instructions for any equipment used
- follow all relevant requirements in law for the safety of people and property at the event

## Section 10 Personal accident

If **you**, a **director**, **partner** or **employee** are injured by a violent or accidental, external and visible cause while carrying out any activity connected to **your business** and

- independent of any other cause within 12 months it results in
  - **you** or their death
  - **you** or they being
    - totally disabled because of the
      - total and permanent loss of sight in one or both eyes or
      - the loss of one or both hands, feet, arms or legs or
      - total and permanent loss of use of one or both hands, feet, arms or legs
    - permanently and totally disabled and not able to carry out or attend any type of work
    - temporarily totally disabled and not able to carry out or attend any type of work

**We may pay you the cover limit for**

- death
- loss of sight in one or both eyes
- loss of one or both hands, feet, arms or legs
- permanent total disability
- temporary and total disability for up to 104 weeks starting from the second week after the start of temporary and total disability
- medical expenses

**We do not cover**

1. temporary total disability if **we** agree to pay a claim for any other personal accident caused by the same bodily **injury**
2. more than one claim for a personal accident under **your cover** and any other cover **you** have with **us** for another premises
3. permanent or temporary total disability preventing **you**, a **director**, **partner** or **employee** carrying out or attending any type of work if **you**, a **director**, **partner** or **employee** is in full time secondary or further education
4. death that is presumed because **you**, a **director**, **partner** or **employee** has disappeared
5. personal accident suffered by anyone under 16 or over 75 years old
6. any personal accident covered or insured somewhere else

**We do not cover** death or personal accident caused by or resulting from

7. **you**, a **director**, **partner** or **employee** being in, or on, or getting into or out of anything made or intended to float in or travel through the air that
  - is not fully licensed to carry passengers
  - **you**, a **director**, **partner** or **employee** is travelling in as a member of the crew
  - **you**, a **director**, **partner** or **employee** is carrying out any trade, technical or sporting activity in or on
8. **you**, a **director**, **partner** or **employee** taking part in
  - professional sports, winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits or aeronauticsports
  - riding or driving in or practising for any race, polo playing, steeple chasing, hunting, show jumping, motor cycling including motor scooters, pillion riding of any kind
9. **you**, a **director**, **partner** or **employee** suffering from
  - an illness or disease that does not result from a bodily **injury**
  - bodily **injury** resulting from any gradually operating cause

10. **you, a director, partner or employee** being under the influence of intoxicating drinks or drugs except drugs taken under medical supervision, unless they are taken to treat
  - drug or alcohol addiction
  - insanity whether temporary or otherwise
  - any sexually transmitted or communicable disease
11. intentional self-injury, suicide or attempted suicide, provoked assault, fighting except in genuine self-defence or deliberate exposure to danger except in an attempt to save human life
12. pregnancy or childbirth
13. or contributed to by any pre-existing illness, disease, physical or mental defect or infirmity
14. **you, a director, partner or employee** failing to get and follow proper medical or surgical advice as soon as practical after suffering the bodily **injury**

**We will not**

- be bound by or affected by any notice of trust, charge or alienation that relates to this Section and **your** receipt or that of **your** legal personal representatives for any payment **we** may make under this Section will in all cases discharge **us**

### Special condition

Before each renewal of **your cover you** must tell **us** about any injury or illness **you, your directors, partners or employees** who have Personal accident cover have suffered

## Section 11 Employers' liability

This Section includes insurance provided by Builders Direct SA, 8D, rue Collart, L-8414 Steinfort, Luxembourg, who are shown on **your** Certificate of Employers' Liability Insurance. For the part of this Section that is insurance "**we**" and "**our**" mean Builders Direct SA and where it says, "may pay" it means, "will pay"

General information about the insurance and the insurer is at the end of this Section

Except for Witness costs **we** give **cover** up to the **cover limit** for one incident or a series of incidents from one cause for each part of this Section

In this Section **employee** also includes partners in **your business** that carry out work for **your business**

### 1. Death and personal injury

If an **employee** is killed or injured in the **UK** or while temporarily outside the **UK** while carrying out the normal duties of their **employment** with **you**

**We** may pay

- the amount **you, a director or partner** are legally responsible to pay the **employee** for damages and their assessed legal **costs and expenses**

**We** may also pay the

- costs and expenses to defend **you, the director or partner**
- costs of an appeal
- **costs and expenses** to represent **you, the director or partner** at a Coroner's Inquest or Fatal Accident Inquiry
- **costs and expenses** to defend proceedings against **you, the director or partner** in a Court of Summary Jurisdiction for any act or omission

**We** do not **cover**

1. the **costs and expenses** to defend or the **costs and expenses** to represent **you, the director or partner** at a Coroner's Inquest or Fatal Accident Inquiry that **we** have not agreed to pay in writing
2. the costs of an appeal if Counsel advises that there is not a strong chance of success
3. any liability that compulsory motor insurance is required for under road traffic legislation
4. any legal liability resulting from any action for damages brought against **you, the director or partner** in a country outside the **UK** or the European Union

### 2. First aiders

If an **employee** is a first aider as a member of **your** first aid or medical arrangements and injures another **employee** they are treating

**We** may pay the amount of

- any damages the **employee** first aider is legally responsible to pay to the injured **employee**
- the injured **employee's** assessed legal **costs and expenses** the **employee** first aider is legally responsible to pay

**We** may also pay within the **cover limit** the **costs and expenses** to defend the **employee** first aider

- the costs of an appeal

**We** do not **cover**

1. the **costs and expenses** to defend the **employee** first aider **we** have not agreed to pay in writing
2. the costs of an appeal if Counsel advises that there is not a strong chance of success
3. the liability of an **employee** first aider who is a doctor currently licensed to practice medicine

### 3. Health & safety at work legislation

If **you** have to defend a criminal charge in a Court in the **UK** for an offence committed or alleged to have been committed during the **cover period** that relates to the health, safety or welfare of an **employee** under the

- Health and Safety at Work etc Act 1974
- Health and Safety at Work (Northern Ireland) Order 1978
- any similar United Kingdom health and safety legislation and regulations

**We** may pay the

- **costs and expenses** to defend the criminal charge
- costs of an appeal against a conviction
- costs of the prosecution awarded against **you**

**We** do not **cover**

1. the costs of an appeal against a conviction if Counsel advises that there is not a strong chance of success
2. **costs and expenses** to defend the criminal charge **we** have not agreed in writing
3. any criminal charge resulting from any deliberate or intentional criminal act
4. fines or penalties
5. the costs of an appeal against an Improvement or Prohibition Notice

### 4. Unsatisfied court judgments

If an **employee** is injured while carrying out the normal duties of their **employment** with **you** in the **UK** and as a result a Court in the **UK** has awarded them damages and assessed costs against an individual or legal entity operating from premises in the **UK**, and after 6 months

- the damages and assessed costs have not been paid or
- only part of the compensation or costs have been paid

**We** may pay

- the damages and assessed costs or
- the amount outstanding 90 days after the last payment

**We** do not **cover**

1. damages and assessed costs pending an appeal

### Special condition

#### Assignment

If **we** agree to make a payment under this part of the **cover**, the **employee** or their legal personal representative must assign the judgment to **us**

### 5. Employees

If an **employee** has injured another **employee** during the **cover period** while carrying out the normal duties of their **employment** with **you**, if **you** ask **us**

**We** may pay

- the amount of damages and costs the **employee** is legally responsible to pay the injured **employee**

## Special conditions

The **employee** can only have the benefit of this part of the **cover** if they agree in writing that **we** can have complete control over the management of the claim

The **employee** must comply with the terms and conditions of **your cover** that can apply to them

## 6. Indemnity to principal

If an **employee** is injured during the **cover period** and claims against a **principal** for something that had they claimed against **you** this Section would **cover**

**We** may pay

- any damages, costs, charges and expenses the **principal** is legally responsible to pay

**We** do not **cover**

1. any damages, costs, charges and expenses covered or insured somewhere else

## Special conditions

The **principal** must

- agree in writing that **we** can have complete control over the management of the claim
- comply with the terms and conditions of **your cover** that can apply to them

## 7. Witness costs

If **we** ask **you**, a **director**, **partner** or **employee** to attend Court as a witness in connection with a claim under this Section

**We** may pay

- income lost for each day in Court

## Contact details

Builders Direct SA c/o 7 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB

## Special conditions

1. The Employers' Liability insurance will not be valid from the date **you** cancel **your cover** or cancel Section 11 Employers' liability. The Certificate must be destroyed or returned to **us**
2. If **you** do not comply with any of the conditions in **your cover** and that means **we** would not agree or Builders Direct SA would not be responsible to pay all or part of a claim as a result, but **we** or Builders Direct pay a claim because of legislation that applies in the **UK** to compulsory insurance of legal liability to any **employee**, **we** or Builders Direct will recover any payment **we** have to make from **you**

## Section 12 Public and products liability

For each part of this Section except Witness costs the **cover limit** applies to one incident or a series of incidents from one cause

If **you** ask **us** to pay more than one person for compensation and legal costs resulting from one incident, the most **we** may pay will be the **cover limit** shown on **your Caterers' Cover Schedule**

### 1. Public liability

If

- in the **UK** and as a result of **your business**, **you** or a **director**, **partner** or **employee** are legally responsible because
  - someone is accidentally injured
  - someone is accidentally killed
  - someone's property is **accidentally damaged**
- **you** or they have caused
  - an accidental obstruction, trespass, nuisance or interference with pedestrian, road, rail, airborne or waterborne traffic

- an accidental invasion of a right of privacy, or an accidental interference with any right of way, light or water
- **you** are involved in
  - a wrongful arrest or detention, false imprisonment, or malicious prosecution
  - wrongful entry or eviction that interferes with a right of private occupancy
  - oral or written publication of material that violates the right of privacy of a person
- while temporarily outside the **UK** and connected with **your business** resulting from
  - **your** personal activities
  - a **director's, partner's, or employee's** personal activities
  - **your** husband's, wife's or partner's, a **director's, partner's or employee's** husband's, wife's or partner's personal activities
- **you** or they are legally responsible because
  - someone is accidentally injured
  - someone is accidentally killed
  - someone's property is **accidentally damaged**

**We may pay**

- the amount **you** or they are legally responsible to pay as compensation plus any **costs and expenses**
- For a claim made in the United States of America or Canada or anywhere in their jurisdictions the **cover limit** includes all **costs and expenses**

**We do not cover**

Legal liability to pay compensation, **costs and expenses** caused by or resulting from

1. death or **injury to you** or a **director, partner or employee** while carrying out the normal duties of their **employment with you**
2. **damage** to property **you, a director, partner or employee** own or are responsible for except
  - **your employees'** and customers' personal possessions, their vehicles and contents
  - **premises**, including their contents, **you** do not own where **you, a director, partner or employee** are working
  - **premises**, including their fixtures, fittings and contents **you** hire, lease, rent or loan except
    - if **you** would not be legally responsible if the hire, lease, rent or loan agreement did not exist
    - if **you** have arranged cover or insurance for the **premises**
3. loading or unloading any vehicle, craft or container, including its contents and accessories
4. a vehicle or mobile plant that must have compulsory motor insurance except
  - loading or unloading the vehicle or mobile plant unless that is covered or insured somewhere else
  - taking a load to or from the vehicle or mobile plant unless that is covered or insured somewhere else
  - use of mobile plant at the **property**
  - unauthorised movement of or unloading a vehicle or mobile plant at the **property**
5. **you** owning or using any land or buildings or repairing or maintaining any buildings
6. any deliberate act or something **you, a director, partner or employee** have deliberately not done, left out or neglected
7. any manual work away from the **property** except collecting or delivering or resulting from **your business** activities when attending an exhibition, trade fair or **Caterers' event**
8. **damage** to anything resulting from work carried out on it
9. the use of a microwave oven on the **premises** unless there is a clearly visible sign on or near it that states
  - any person using the microwave oven does so at their own risk
  - no person under 15 years of age is allowed to use the microwave oven
  - the food or drink must be heated in line with the instructions on the packaging
10. the use of a hot drinks vending machine on the **premises** unless the vending machine has a sign on it telling any user that it contains hot drinks

11. any instruction, advice, information or professional service **you, a director, partner or employee** give
12. the cost of **reinstating** any defect or alleged defect in any **premises you** no longer own
13. the cost of **reinstating** a fault, alleged fault, defect or alleged defect
14. any **costs and expenses** for any part of a claim not covered by this Section
15. any legal liability covered or insured somewhere else
16. **damage** to information represented or stored electronically including code or a series of instructions, operating systems, software programs or firmware
17. any waterborne craft or vessel, aircraft or space craft and loading or unloading them
18. a property **you** used to own
19. **your excess** for **damage** to someone's possessions
20. **your, a director, partner, employee, your** husband or wife or a **director's, partner's or employee's** husband's, wife's or partner's legal liability outside the **UK** resulting from any agreement unless liability would have existed if the agreement had not been in place
21. **your, a director, partner, employee, your** husband or wife or a **director's, partner's or employee's** husband's, wife's or partner's legal liability outside the **UK** resulting from firearms, mechanically propelled vehicles, aircraft, hovercraft, watercraft or animals of a dangerous nature **you** or they own or are responsible for
22. **damage** to flooring or ground at a **Caterers' event** venue
23. any of the following activities at a **Caterers' event**
  - firework displays including bonfires
  - inflatable play equipment or structures,
  - fairground, mechanical or electrical rides
  - ballooning or flying
  - trampolines, gymnastic apparatus, or any activity where a safety harness or ropes to prevent or stop a fall from height are used, circus and stunt acts
  - it's a knockout & total wipe-out competitions
  - canoeing, sailing or the use of watercraft
  - shooting or archery,
  - pyrotechnic displays and special effects
  - open water swimming
  - on-road cycle racing
  - people riding or handling animals

## 2. Products liability

If **your products** cause death, accidental **injury** or **accidental damage** to someone's property in the **UK**

**We** may pay

- up to the **cover limit** for the total of all claims in the **cover period** for the amount **you** are legally responsible to pay as compensation
- **costs and expenses**, but if a claim is brought in the United States of America or Canada or anywhere in their jurisdictions the **costs and expenses** will be included in the **cover limit**

**We** do not **cover**

**Your** legal liability to pay compensation and **costs and expenses** caused by or resulting from

1. an **injury** to an **employee** while carrying out the normal duties of their **employment**
2. any deliberate act or something **you, a director, partner or employee** have deliberately not done, left out or neglected
3. **products** that **you** hold, are responsible for or have not supplied
4. prescription drugs
5. the recall, removal, replacement, alteration, repair or **reinstatement** of any products
6. contract work **you** carry out
7. **products** built into or part of any mechanically propelled vehicle that could affect that vehicle's safety
8. **damage** to any **products** caused by a defect in them or if they are unsuitable for what they are designed to be used for



9. any **products** directly exported to the United States of America or Canada
10. anything bought from a supplier outside the **UK** or a supplier in the **UK** who does not have a valid public and products liability insurance with a limit of liability of at least £2,000,000

### Exclusions that apply to parts 1 and 2

These exclusions apply as well as the exclusions shown in the parts

#### We do not cover

1. any fines or penalties from criminal proceedings
2. an agreement if the legal liability would not exist if the agreement was not in place
3. any compensation for breach of contract
4. liability resulting from an effect on someone's reputation, deliberate misrepresentation, malicious falsehood, discrimination, harassment or **advertising injury**
5. anything caused by, resulting from or related to **asbestos** or any material containing **asbestos** in whatever type or quantity, except **damage** to property **you** do not own or are not responsible for that is made of **asbestos** or contains **asbestos**
6. any amount a Court requires **you** to pay
  - to punish **you**
  - to try to stop the same circumstances that led to the incident happening again
  - because **you** have caused someone distress, embarrassment or humiliation
7. any compensation awarded by a criminal Court
8. legal liability resulting from the business of a coach or bus company
9. liability resulting from or connected to any booking facility services **you** or **your business** give
10. liability resulting from or connected to any **products your business** sells unless the supplier is in the United Kingdom or Northern Ireland and has a public and products insurance policy with an insured limit of a least £2,000,000 at the time they supply the products

### 3. Data Protection Act

If **you**, a **director**, **partner** or **employee** are

- legally liable to pay compensation for damage or distress
- prosecuted

under data protection legislation as a result of personal data **you** keep or used to keep

#### We may pay

- the amount of any compensation and costs
- the legal costs of defending a claim against you
- the legal costs of defending a prosecution
- the legal costs of an appeal

#### We do not cover a claim or prosecution

1. that started before the **cover period** or this Section was added to **your cover**
2. that involves a deliberate act, intentional act or something not done, left out or neglected by **you**, **your directors**, **partners** and **employees** that **you**, **your directors**, **partners** and **employees** knew or should have known, would result in liability under the Act
3. that **you** have reported under a previous cover
4. that results in the cost of replacing, reinstating, rectifying or erasing any personal data

#### We do not cover

5. the legal costs of an appeal if Counsel advises that there is not a strong chance of success

### 4. Defective Premises Act 1972

If, as a result of premises **you** owned that were connected to **your business**

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

and **you** are legally responsible under

- section 3 of the Defective Premises Act 1972 or
- article 5 of the Defective Premises (Northern Ireland) Order 1975

**We may pay**

- the amount of compensation and costs **you** are legally responsible to pay
- the legal costs of an appeal

**We do not cover**

1. compensation and costs awarded by a Court more than 7 years after **cover** under this Section ends
2. any liability for anything that happened while **you** owned or were responsible for the premises
3. **damage** to the premises
4. the cost of **reinstating** or fixing any defect or alleged defect in the premises
5. the legal costs of an appeal if Counsel advises that there is not a strong chance of success

## 5. Motor liability (non-owned vehicles)

If

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

as a result of a motor vehicle used for **your business** and **you** are legally responsible

**We may pay**

- the amount **you** are legally responsible to pay as compensation and costs

**We do not cover**

1. anything resulting from or connected to a vehicle **you** own or **your business** owns
2. **damage** to the vehicle or its contents
3. anything that happens when **you** are driving
4. anything that happens if **you, your directors, partners, employees** or **your** representative know the person driving has never had a licence to drive the vehicle or is disqualified from holding or obtaining one

## 6. Obstructing vehicles

If a mechanically propelled vehicle causes an obstruction and interferes with **your business** and **you** move the vehicle to clear the obstruction and

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

**We may pay**

- the amount **you** are legally responsible to pay as compensation and costs

**We do not cover** anything that results from

1. moving the vehicle more than is necessary to clear the obstruction
2. a vehicle **you** own, lease, borrow or hire
3. someone driving a vehicle who does not have a licence to drive that type of vehicle
4. a vehicle when
  - there is cover under any motor insurance contract or
  - compulsory motor insurance is required by law

## 7. Pollution and remediation costs

If **you** are legally responsible because

- a sudden, unexpected and unintended **pollution** that
- can be identified and
- happens completely at one specific time and
- at one specific place at **your premises**

and

- someone is accidentally injured

- someone is accidentally killed or
- someone's property is **accidentally damaged**

**We may pay**

- the amount **you** are legally responsible to pay as compensation and costs
- the amount **you** are legally responsible to pay
  - under the Environmental Damage (Prevention and Remediation) Regulations 2009 or
  - by any government or statutory authority or body implementing or enforcing environmental protection legislation to
    - investigate reverse, stop, minimise, or neutralise the **pollution** or
    - dispose of soil, surface water, groundwater or other contamination

**We do not cover**

1. the cost to **reinstate pollution damage to your premises** or any site, watercourse or body of water **you** own, lease or rent
2. the cost to **reinstate** or reintroduce any form of plant or animal life
3. any costs to reverse, stop or minimise **pollution** outside **your** legal liability under the Environmental Damage (Prevention and Remediation) Regulations 2009
4. **pollution** that happens gradually overtime

## 8. Member to member liabilities

If more than one person is named as a Member of the **Mutual in your Caterers' Cover Schedule** and a Member accidentally

- injures another Member
- kills another Member
- **damages** another Member's property

**We may pay**

- the amount the Member is legally responsible to pay as compensation and costs

**We do not cover** legally liability that results from

1. wrongful arrest or detention, false imprisonment or malicious prosecution
2. wrongful entry or eviction that interferes with a Member's right of private occupancy
3. advertising injury
4. spoken or written publication of material that violates a Member's right of privacy

## 9. Indemnity to principal

If a **principal** is legally responsible because

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

If **you** ask us

**We may pay**

- the amount the **principal** is legally responsible to pay as compensation and costs

**We do not cover** any compensation or costs

1. unless this Section 12 Public and Products liability would **cover** the claim if it was made against **you**
2. if **we** do not have complete control over the management of the claim
3. if the **principal** does not agree in writing to be bound by all the terms and conditions of **your cover** and comply with them where they apply

## 10. Witness costs

If **we** ask **you**, a **director, partner** or **employee** to attend Court as a witness in connection with a claim under this Section

**We may pay**

- the income lost for each day in Court attendance

## 11. Corporate Manslaughter and Corporate Homicide Act 2007

If, during the **cover period**, as a result of **your business** someone dies and **you, your directors** or **partners** are prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007

**We** may pay

- the defence costs
- the prosecution costs awarded against **you**
- the cost of an appeal against a conviction

**We** do not **cover**

1. any prosecution under the Act where notice is received before or after the **cover period**
2. the charge under the Act if it does not result from a breach of duty of care directly from **your business**
3. the costs of an appeal if Counsel advises that there is not a strong chance of success
4. **costs and expenses** **we** have not agreed in writing
5. more than the **cover limit** for all prosecutions in a **cover period**
6. prosecutions that result from any deliberate or intentional criminal act or something deliberately not done, left out or neglected by **you, your directors, partners** or **employees**
7. **costs and expenses** to comply with any remedial order or publicity order
8. **costs and expenses** to appeal against any fine, penalty, compensation award, remedial order or publicity order
9. **costs and expenses** of any investigation or prosecution under any law outside the **UK**

## 12. Other costs

If resulting from **your business** **you, your directors, partners** or **employees** are charged or prosecuted under any legislation that relates to the duties of **your business**, including the

- Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- Consumer Protection Act 1987
- Food Safety Act 1990

**We** may pay

- the defence costs
- the costs and expenses awarded against you, your directors, partners or employees
- the cost of an appeal against a conviction

**We** do not **cover**

1. charges or prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007
2. defence costs, expenses and appeal costs **we** have not agreed in writing
3. any prosecution where **you** receive notice before or after the **cover period**
4. more than the **cover limit** for all charges and prosecutions in a **cover period**
5. charges and prosecutions that result from any deliberate or intentional criminal act or something deliberately not done, left out or neglected by **you, your directors, partners** or **employees**
6. charges and prosecutions that result from a deliberate decision, **you, your directors** or **partners** have made or something **you, your directors** or **partners** have not done, left out or neglected
7. any fine, penalty or compensation award imposed by a criminal Court
8. **costs and expenses** to comply with any remedial order or publicity order
9. **costs and expenses** to appeal against any fine, penalty, compensation award, remedial order or publicity order
10. **costs and expenses** of any investigation or prosecution under any law outside the **UK**

## Special condition for parts 11 and 12

If **we** agree to pay for legal costs or expenses under another Section or part of **your cover** to defend **you, your directors, partners** or **employees** against any criminal proceedings, and **you, your directors, partners** or **employees** want to claim for the same cause or event under this Section, **we** will deduct from any claim under this Section any amount **we** have paid under the other Section

## 13. Hired Venues

If an event venue or its contents that **you** hire for a **Caterers' event** and are legally responsible for are

**damaged** as a result of one of the **covered events**

**We** may pay

- the costs to reinstate the damage

## Section 13 Property owners' liability

If **you** are the owner of the **buildings** and resulting from the **buildings you** are legally responsible because

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

**We** may pay

- the amount **you** are legally responsible to pay as compensation and costs
- **your** costs and legal expenses
- representation at any Coroner's Inquest or Fatal Accident Inquiry
- defending proceedings in Court

**We** do not **cover**

**You** or **your** legal personal representative's legal liability to pay compensation and costs and **your costs and expenses** as a result of

1. the buildings if **you** do not own them
2. an agreement if the legal liability would not exist if the agreement was not in place
3. death or injury to you, a director, partner or employee
4. **damage** to property **you**, a **director, partner** or **employee** own or are responsible for
5. anything resulting from a fault, alleged fault, defect or alleged defect
6. anything caused by, resulting from or related to **asbestos** or any material containing **asbestos** in whatever type or quantity
7. a decision of a Court outside the **UK**
8. any compensation for breach of contract
9. any amount a Court requires **you** to pay
  - to punish **you**
  - to try to stop the same circumstances that led to the incident happening again
  - because **you** have caused someone distress, embarrassment or humiliation
10. any fines or penalties
11. any amount for representation at any Coroner's Inquest or Fatal Accident Inquiry and defending proceedings in Court that **we** have not agreed in writing
12. anything covered or insured somewhere else

## Section 14 Dishonesty, directors, partners and employees

### 1. Losses

If

- **money**
- negotiable or non-negotiable legal instruments, promissory notes, bills of exchange, banknotes and cheques
- **money** in a bank account or any financial institution
- any **premises, contents, stock, documents** and **personal belongings** included in this **cover**

that belong to **you** or **you** are legally responsible for are lost or stolen as a result of **fraud or dishonesty** by a **director, partner** or **employee**

**We** may pay

- the cost to **reinstate** the lost or stolen **money, premises, contents, stock, documents** or **personal belongings**

**We** do not **cover**

1. anything that results from a director's, partner's or employee's fraud or dishonesty
  - if **you** or another **director** or **partner** knew the person had been involved in **fraud or dishonesty**

- before
  - that cannot be proved has happened
  - that is only shown by an inventory or a profit and loss calculation
- 2. **money** that the **director, partner** or **employee** was entitled to receive from **you** if the **fraud or dishonesty** had not happened
- 3. **fraud or dishonesty** not discovered within 30 days of when it happened
- 4. anything caused by or resulting from kidnap, blackmail, ransom or any other type of force, intimidation or threat unless carried out by a **director, partner** or **employee**

### Special conditions

1. as soon as **you** discover **fraud or dishonesty** by a **director, partner** or **employee**, **cover** for any more **fraud or dishonesty** by that **director, partner** or **employee** stops
2. **we** will treat all **fraud or dishonesty** by a **director, partner** or **employee** or where they are involved in **fraud or dishonesty** as one event
3. for all new **employees**, **you** must
  - have 2 written references or more for the time 2 years immediately before their **employment** with **you** starts
  - keep copies of the references for at least 2 years after the **employee** leaves
4. at least once a month all cash books and other records of **money** must be checked against receipts and vouchers by someone not involved in the transactions
5. **your** accounts must be audited or independently examined at least once every 12 months
6. **you** must pay cash and cheques into **your** bank account within 3 working days from when **you** receive them, except a reasonable amount of cash **you** need to keep on **your premises** to carry out **your business**
7. any transaction with a value over £1,000 that needs to be signed to be valid must be signed by at least 2 authorised people after the amount has been inserted
8. payment for goods or services must not be authorised by the **employee** who ordered them
9. if **employees** are allowed to transfer funds, **you**, a **director** or **partner** must authorise the transfer or any change to a transfer
10. if **you** have **stock**, **you** must carry out a stock take at least once every 6 months but the stock take must not be carried out by any **director, partner** or **employee** who is responsible for **stock** control

## 2. Professional fees

If **we** agree a claim under this Section

**We** may pay

- the professional fees to calculate the amount of **money** lost or stolen
- the cost to correct **computer** programs or change **computer** security codes if the **fraud or dishonesty** involved the use of **computers**

**We** do not **cover**

1. more than the **cover limit** for all claims under 1. Losses and 2. Professional fees for the same **fraud or dishonesty**
2. professional fees that **we** have not agreed to in writing

## Section 15 Lost rent and alternative accommodation

### 1. Lost rent

If the **buildings** or any part of the **buildings** are stolen or **damaged** as a result of one of the **covered events** and they cannot be used or lived in

**We** may pay

- the rent **you** cannot recover from **your** tenant at part of the **property** for the time the **buildings** cannot be used or lived in up to 12 months
- or
- the cost of similar alternative accommodation for **your** tenant for up to 12 months until they can use or

live in the **buildings** again

**We do not cover**

1. lost rent or alternative accommodation for a tenant of the whole **property**
2. for both lost rent and alternative accommodation
  - more than a percentage of the **cover limit** calculated by taking
    - the time we give **cover**
    - the time to **reinstate** the **damaged** or stolen **buildings**
    - the **cover limit**

## Fire and security conditions

**You** must keep to the conditions in this Section. If **you** do not, **we** may not agree to pay all or part of a claim

### 1. Fire alarm

Where a fire alarm is shown on **your Caterers' Cover Schedule**

- a recognised fire alarm company or an approved fire alarm contractor must inspect and maintain the alarm at least once every 12 months and **you** must keep record of the inspections and maintenance carried out
- the alarm must cover all areas of the **premises** including where **you** keep **your stock**
- work correctly and be used at all times

**You** must keep to any special fire security conditions on **your Caterers' Cover Schedule**

If there is a legal rule to protect the **property** with a fire alarm system or any other fire protection, **you** must make sure that any maintenance is in line with the manufacturer's specifications

### 2. Smoke detectors

Smoke detectors must be installed and working throughout the **property**. All smoke detectors must be inspected every week and regularly maintained

### 3. Waste

**You** must

- put all oily and greasy cloths and waste (including hot food waste and batter scraps once they have been cooled) in metal containers with metal lids and put them outside the **buildings** at the end of each day before closing
- sweep up and bag all other waste each day and remove all waste to a safe distance from the **premises** at least once a week
- keep waste bins at least 3 metres from the **buildings**

### 4. Intruder alarm

Where an intruder alarm is shown on **your Caterers' Cover Schedule**

- a recognised alarm company or an approved alarm contractor must inspect and maintain the intruder alarm at least once every 12 months
- **you** must keep a record of the inspections and maintenance carried out
- the intruder alarm must work correctly and be used at all times outside **business hours**
- the intruder alarm must cover all areas of the **premises** including all areas where **you** keep **stock** and have
  - alarm sensors or
  - Passive Infrared (PIR) sensors or
  - a combination of alarm sensors and Passive Infrared (PIR) sensorson or covering
  - all entrance doors, exit doors and windows that can be easily reached including windows next to flat roofs, fire escapes, balconies, canopies and downpipes

If **your** intruder alarm has a telephone line, direct line or central monitoring station warning system **you** must tell **us** if **you** receive any notice that the police, telephone or central monitoring station service intend to stop providing the monitoring service or they stop the service

If the intruder alarm has an auto-dialler, when **your business** is closed or **empty** the alarm and auto-dialler must be switched on and there must be someone available to answer the calls to the contact numbers

## 5. Security

**You** must make sure that all the security equipment is maintained and working correctly during the cover period

All security equipment including fire alarms and intruder alarms must be used when **your business** is closed, or the **property** is **empty**

**You** must lock all doors, windows, fanlights and skylights and remove the keys from the **premises** and keep them in a safe place when **your business** is closed, or the **premises** are **empty**. If **you** live at the **property**, when **your business** is closed **you** must remove the keys and put them in a secure place in the part of the **property** where **you** live

**You** must not leave keys in locks at any time

## 6. Doors and locks

The minimum physical security **your property** must be protected by, unless **we** have agreed something different and this is shown on **your Caterers' Cover Schedule**, is

- all entrances and exits, including internal entrances or exits, to **your property** must have a door. Having a shutter on an entrance or exit and not a door does not meet this condition
- all external doors and internal doors that give access to the **premises** must have one of the following
  - a lock to British Standard BS3621
  - a 5-lever mortice deadlock
  - a 5-lever close shackled padlock and locking bar
  - aluminium and UPVC doors and frames, an integral cylinder operated swing bolt mortice lock
- all external doors and internal doors that give access to the **premises** must have hinge bolts
- all opening windows, fanlights and skylights that can be accessed from any level including from decks, roofs, fire escapes or downpipes if they are not protected by solid steel bars, grilles, expanded metal or weld-mesh must have key-operated window locks

## Claims

### 1. How to claim

If **you** need to make a claim, please check **your Caterers' Cover Schedule** and this Cover Wording first to see if they include the cause of the **damage**, theft, loss, death or **injury** and if an **excess** applies

#### What you must do

After any **damage**, theft, loss, death or **injury** **you** must take all reasonable steps to prevent more **damage**, theft, loss, death or **injury**. **You** must carry out emergency repairs to prevent more **damage**, theft, loss, death or **injury** and keep the invoice(s). It is helpful if **you** take photographs of any **damage** before emergency repairs are carried out

#### You can

- get a claim form online at [www.theretailmutual.com](http://www.theretailmutual.com)
- report a claim or send a claim form by email to [claims@theretailmutual.com](mailto:claims@theretailmutual.com)
- report a claim by telephone
  - Monday – Thursday 9.00am to 5.30pm and Friday 9.00am to 5.00pm **0333 2121 008**
  - out of hours and bank holidays **01424 850 333**

Please email or telephone **us** if **you** need any help filling in the online claim form or if **you** have any queries about **your** claim

When **you** make a claim, **we** will ask **you** to explain what happened and when and how it happened. **We** will ask **you** to give **us** documents to support the claim. It is a good idea to keep receipts, valuations and photographs, instruction booklets and guarantee cards as these help to show **you** own the lost or **damaged** items and their value

### 2. Claims against you



If someone makes a claim against **you** a **director, partner or employee** for death, **injury** or **damage** to property, it is very important that **you** tell **us** about the claim as soon as **you** know about it and that **you** give **us** full details as soon as possible. **You** can call **us** or send the details by email or post. **You** must send us all legal documents or letters about the claim as soon as possible after **you** receive them and before any specified deadline ends. **You** must not take any action on legal documents or letters without **us** agreeing in writing

## How we settle your claim

The most **we** may pay is the **cover limit** shown on **your Caterers' Cover Schedule**

If **we** agree **your** claim, **we** may choose to repair, restore, replace or rebuild anything lost, stolen or **damaged**

Before **you** repair, restore, rebuild or replace anything **you** want to claim for **we** must agree the costs. If **you** do not contact **us** **we** may not be able to help **you** with all or part of the costs

## Reduced payment

If the **cover limit** shown on **your Caterers' Cover Schedule** is less than the cost to **reinstate**, **we** may pay a percentage of the cost to **reinstate** based on what percentage the **cover limit** is of the cost to **reinstate**

## Pairs, sets and matching items

**We** may pay for a **damaged**, lost or stolen item that is one of a pair, or part of a set or suite or collection.

**We** will not pay for any other undamaged or remaining item in a pair, set, suite or collection

## Flooring and carpets

**We** may only pay to reinstate flooring and carpets in a room or clearly identifiable area where the **damage** happened. **We** will not pay the cost to replace any other undamaged matching flooring and carpets, for example in another room or area

## Buildings

**We** will normally expect **you** to repair, restore or rebuild any **damaged buildings**. If **you** and **we** agree in writing that it is unreasonable to repair, restore or rebuild

**We** may choose to pay

- the amount the **damage** has reduced the market value of the **buildings** by, up to the costs to repair or rebuild them or
- the value of the **property** at the time of the **damage** or
- the cost to repair the **damage**

If part of the **buildings** are destroyed **we** will not pay more to repair or restore the **damaged** part than it would cost to repair or restore all of the **buildings** if they were totally destroyed

## Contents

**We** may choose to pay

- the value of item(s) at the time of the loss, theft or **damage** or
- the cost to repair the **damage** or
- the cost to replace the lost, stolen or **damaged** item(s)

If **we** choose to replace a **damaged** item it will be with a new item as similar as possible to the original item when it was new

**We** will not agree to replace a **damaged** item

- with a new improved version
- if the item can be repaired for less than the cost of a new one

**We** will not agree to pay the cost to replace a lost, stolen or **damaged** item with a new item if **you** buy a second-hand replacement

## Computers and portable computers

**We** may choose to

- repair **computers** to a new condition or
- replace with a **computer**
  - that has the same performance and capacity or
  - that has the nearest higher performance and capacity

## Stock

**We** may choose

- to pay the cost to reinstate the damaged or stolen stock or
- pay the value of damaged or stolen stock at the time of the damage or
- pay the agreed sale price of damaged or stolen stock you have sold but not delivered

## Business interruption

**We** may agree to make monthly payments to **you** during the **indemnity period**

If **your business** is divided into different departments, **we** may look at each department separately when **we** calculate the amount **we** may agree to pay

**We** will calculate the amount **we** may pay for **your** lost **gross profit** as follows

- **your** turnover in the 12 months immediately before the business interruption happened multiplied by
- the percentage of **gross profit** earned from **your** turnover in **your** financial year immediately before the business interruption happened

If **contents** or **stock** are **damaged** and **you** make a claim under Section 5 Business interruption for lost **gross profit** **you** must hold a salvage sale during the **indemnity period** to reduce the amount of **your** lost **gross profit**

After the salvage sale, **we** will calculate the amount **we** may pay for **your** lost **gross profit** as follows

- **your** turnover in the 12 months immediately before the business interruption happened less
- **your** turnover during the **indemnity period** less **your** turnover for the period of the salvage sale multiplied by
- the percentage of **gross profit** earned from **your** turnover in **your** financial year immediately before the business interruption happened less
- **your** actual **gross profit** during the time of the salvage sale

## Personal accident

**You** must pay for and give **us** all certificates, information and evidence **we** ask for in the way **we** ask for them

**You** must arrange for a doctor or other medical professional **we** choose and pay for to examine the injured person as often as **we** reasonably ask

## Claims conditions

These Claims conditions apply to all claims made under **your cover**. If **you** do not comply with any of these conditions that apply to **you**, **we** may not agree to pay all or part of **your** claim and in certain circumstances **we** may cancel **your cover**

## Excess

**You** must pay the **excess** that applies to **your** claim

## Other cover or indemnity

If **you** can claim somewhere else for something included in **your cover** and that cover or insurance

- has the same cover for **damage**, theft, loss, **injury** or death **we** may only pay **our** share
- has different or more specific **cover** for the **damage**, theft, loss, **injury** or death, **we**
- may only pay the amount left after they have paid the maximum they cover
- is not on the same basis of **reinstatement** as **your cover** **we** will not pay **your** claim

If **you** receive compensation under any contract, legislation or guarantee for something covered by **your cover**, **we** may only pay the amount left after **you** receive the full amount **you** are entitled to

### Interest

**We** will not pay interest on any amount **we** may pay **you** under **your cover**

### Preventing more damage, legal liability or the cost of a claim increasing

When something happens that **you** may want to claim for **you** must take all reasonable steps to prevent more **damage**, theft, loss, **injury** or death or the cost of the claim increasing and allow **us** or **our** representatives to recover any lost or stolen items or identify any guilty person. If **you**, a **director**, **partner** or **employee** are injured **you**, the **director**, **partner** or **employee** must get medical help from a doctor or other medical professional as soon as possible

### Recovered items

**You** must tell **us** as soon as possible if any lost or stolen items **you** claim for are recovered while **we** are dealing with **your** claim or after **we** may have paid **your** claim. If they are recovered after **we** have paid **your** claim, **you** will have the option to pay **us** back the amount **we** paid **you** and keep the items or give the items to **us** if **we** ask for them

If **we** recover lost or stolen items after **we** have paid **you**, **you** have 60 days to buy them back from **us** from the date **we** write and tell you **we** have the items

**We** will charge you the lowest of

- what **we** paid **you** less the costs of recovering the item or
- the market value at the date of recovery

### Recovered money and book debts

**You** must tell **us** as soon as possible if any **money** or **book debts** **you** claim for are recovered while **we** are dealing with **your** claim or after **we** may have paid **your** claim. If any **book debts**, stolen **money**, including any funds stolen from a bank or other financial institution, are recovered after **we** pay a claim, they will belong to **us** and **we** will keep the amount of **money**

- for the costs to recover it
- for the amount **we** have paid **you** for the claim  
pay to **you** any amount left

### Riot and civil commotion

If **your property** is **damaged** or stolen as a result of a riot or civil commotion **you** must give **us** full details as soon as **you** can and not later than 7 days after the **damage** or theft happened

### Theft and malicious damage

If **your property** or **contents** are stolen or **damaged** by malicious persons

**You** must

- report the theft, loss or malicious **damage** to the police immediately and not later than 24 hours after **you** first noticed the **damage**, or the items were missing and get a police reference
- give **us** full details as soon as **you** can and not later than 7 days after **you** first noticed the **damage**, or the items were missing

### Prosecutions, inquests and inquiries

**You** must contact **us** as soon as **you** know about any prosecution or intended prosecution, inquest or inquiry that could result in a claim under **your cover**

### Specified items

**We** will remove specified items from **your cover** if they are lost, stolen or destroyed

### VAT

If **you** have to account to HMRC for Value Added Tax **we** will take off the VAT from any claim payment

### **Wear and tear**

**We** may reduce what **we** may pay for wear, tear and depreciation. For **contents** and **personal belongings**, **we** may reduce what **we** may pay for wear, tear and depreciation of clothing, household linen or any item that is not repairable or **you** do not replace. If other items of **contents** or **personal belongings** are in good condition **we** may not reduce for wear, tear and depreciation

### **Claims against you, your directors, partners or employees**

If

- someone is injured, killed or someone's property is **damaged** and they or their representatives make or threaten to make a claim against **you, your directors, partners** or **employees**
- a **director, partner** or **employee** is injured, killed or someone's property is **damaged** and they or their representatives make or threaten to make a claim against **you, your directors, partners** or **employees**

**you, your directors, partners** or **employees** must

- not admit responsibility, pay anything, make any offer, promise or agree or pay anything without contacting **us** for **us** to agree in writing
- not negotiate a claim with anyone
- send **us** every letter, Claim Notification Form, legal document and any other document that is connected to the injury, death or **damage** as soon as it is received
- not take any action on any letters, Claim Notification Forms, legal documents or other documents without contacting **us** for **us** to agree in writing

### **Fraud or dishonesty by a director, partner or an employee**

If **you** discover **fraud or dishonesty** you must

- report the matter to the police immediately and not later than 24 hours after you discover the **fraud or dishonesty** and get a police reference number
- take all practical steps to identify the guilty person and recover anything stolen
- take all reasonable action or allow all reasonable action to prevent any more loss
- give **us** full details as soon as **you** reasonably can and not later than 7 days after **you** discover the **fraud or dishonesty**

### **Health & safety at work legislation**

**You** must tell **us** immediately and not later than 24 hours about

- any event that could result in any proceedings
- any summons or other process served on **you** under the Act or the Order

### **Other claims**

**You** must contact **us** and give **us** full details as soon as **you** can and not later than 7 days about anything that happens that could result in a claim under **your cover**, even if it is likely to be less than any **excess**

### **Cover under more than one Section**

If **your** claim is covered under more than one Section, **we** will only consider **your** claim under one Section

### **Helping us**

**You** must co-operate with **us** and help **us** investigate and deal with **your** claim or potential claim. **You** must let **us** know if **you** receive any information connected to **your** claim or a potential claim. **You** must follow any reasonable recommendation, request or instruction **we** give

### **Inspections**

With a reasonable notice period, **we** or someone acting for **us** can enter the **property** and inspect any **damage** or where a theft or accident has happened. **We** can take into safekeeping any **damaged** items and then return them to **you**, but this does not mean **you** can abandon **damaged** items to **us**

### Keeping items and emergency repairs

**You** must keep anything **you** are claiming for, for as long as **we** ask **you** to. **You** must not alter, repair, dispose of or destroy anything **you** are claiming for without contacting **us** for **us** to agree in writing.

However, if emergency repairs are needed to prevent more **damage**, **you** must arrange for them to be done and keep the invoice(s)

### Legal representation

**You** must ask **us** before **you** use a barrister or solicitor to represent **you** and if **we** agree **we** will tell **you** in writing

### Records

**You** must keep **your records** up to date on a monthly basis and store a copy of the **records** away from the **premises**

### Salvage

Once **we** have paid a claim for anything that is **damaged** beyond repair, if **we** decide, it can become **ours** and **we** can deal with it how **we** want to

### Claims handling

**We** have the right to manage, control and direct the way any claim is handled or settled

**We** can

- start, take over or defend any legal action in **your** name
- prosecute in **your** name for **our** benefit
- tell **you** to settle, compromise or close a claim in any way **we** decide unless it is unreasonable for **us** to ask **you** to do this

### Recoveries from other people

Before or after **we** agree to pay a claim under **your cover**, if **we** ask, **you** will take or allow **us** to take in **your** name all necessary steps to enforce rights against anyone at **our** expense

Any **money** recovered, unless **you** and **we** agree something different in writing, will be paid in the following order

- to **us** for any claim payment and expense
- to you for your excess
- to you for any other financial loss that is not covered by **your cover**

### Supporting documents

**You** must give **us** any documents **we** reasonably ask for to support any claim following any **damage**, loss or theft not later than 30 days after **we** ask for them, for example

- receipts, valuations, guarantees, instruction booklets and photographs to show **you** own an item and its value
- a written quotation from a professional repairer for the cost of repair or a letter from a professional repairer saying an item cannot be repaired or it is not worth repairing
- **records** of inspections and maintenance

**We** may ask for a statutory declaration of the truth of the claim and anything connected to the claim

### Waiver of rights

**We** agree to waive any rights, remedies or relief that **we** may have against

- any parent or subsidiary company or fellow subsidiary where **you** are also a subsidiary as defined by current legislation
- any company whose **business you** manage, or partmanage

## General conditions

The following conditions apply to the whole of **your cover**

If **you** do not comply with these conditions or tell **us** about a change to **your** circumstances or a change to the information **you** gave **us** **your cover** may not be valid or

**We** may

- not agree to pay all or part of **your** claim
- cancel your cover
- change the terms of **your cover**
- change your contribution
- add or change any **excess**

## Additions and alterations and new buildings

**You** must tell **us** at any time if **you** are going to

- carry out any structural alterations, extensions, improvements or major repairs to the **property**
- buy a new building to use for **your business**
- carry out a different business in any new building or extension

If **we** agree to cover a new building at a different address **you** must take out specific cover with **us** starting from the first date **you** could have claimed and pay any extra **contribution** **we** ask for

If a contractor is carrying out any of the structural alterations, extensions, improvements or major repairs **you** must make sure they have a valid public liability policy in place with a limit of liability of at least £1,000,000. **You** must also make sure that for any work involving flame, welding or hot cutting there is a valid hot work permit

## Automatic cover limit change

**We** will reduce the **cover limit** if **your property, contents** or **stock** are **damaged**, lost or stolen and only put it back to what it was when **you** **reinstate** the **damage** or replace the lost or stolen items unless **you** ask **us** in writing not to. **We** may ask **you** to pay an extra **contribution** when the **cover limit** is put back to what it was

## Cooling off period

If **you** decide that **your cover** is not what **you** need, **you** can cancel it by calling us, writing to **us** or emailing us within 21 days from

- when a **cover period** first starts or
- when **you** first receive or can access full details of **your cover** if this is after a **cover period** starts **We** will refund any **contribution** paid for the **cover period** if **you** have not claimed and nothing has happened that could result in a claim. If **you** have claimed or something has happened that could result in a claim, **we** will refund any **contribution** paid for the **cover period** after the cancellation date

## Cancellation

**You** can ask to cancel **your cover** at any time after the first 21 days of any **cover period** by calling us, writing to **us** or emailing **us** and **we** will refund any **contribution** paid for the **cover period** after the cancellation date unless **we** have paid a claim made in the **cover period**

**We** can cancel **your cover** by sending **you** 14 days' notice to **your** address on **your Caterers' Cover Schedule**.

**We** will only do this if **we** have a good reason, for example

- a change to **your** circumstances or property that means **we** cannot continue to give **you cover**
- if **you** do not cooperate with **us** or do not give **us** information **we** reasonably ask for

If **we** cancel **your cover**, **we** will refund any **contribution** paid for the **cover period** after the cancellation date even if **we** have paid a claim made in the **cover period**

## Cancellation resulting from not paying your contribution

If **you** do not pay **your** first payment at the start of **your cover** or the first payment at renewal, **we** will treat **your cover** as if it did not exist and **you** will not have any **cover** from the start or renewal date. If **you** pay by instalments and **you** do not pay **your contribution** on the day **you** should pay it, **your cover** will stop. If **you** miss a payment, **we** will contact **you** to tell **you** **your cover** has stopped or when it will stop and give **you** the

opportunity to make the payment. If **we** do not receive **your** payment by the date set, **we** will assume **you** do not want to continue with **your cover**

### Changes to your cover

When **you** tell **us** about any changes to anything connected to the **property** or **your business**, demolition, ground works, excavation or construction next to **your property**, changes in **your business** or if **we** agree to increase **your cover** for any extensions, alterations or improvements

**We** may

- change
  - the terms and conditions of **your cover**
  - the **cover limit** for any Section
  - the **excess** for any Section
- remove a Section
- ask for extra **contribution**

**We** will write to **you** at the address on **your Caterers' Cover Schedule** and tell **you** why **we** have made changes, what they are and if there is any extra contribution. **You** will have 30 days to agree the changes

### Changes you must tell us about

- **You** must tell **us** immediately if there are any changes to **your** circumstances or the information **you** gave **us** or someone acting for **you** gave **us** at any time before or during this **cover** shown on your **Caterers' Cover Schedule**

**You** must tell **us** immediately and not later than 24 hours after there is any change in **your business** or the **business** duties **you, your directors, partners** or **employees** carry out

**You** must also tell **us** at any time if

- something happens that **you** know or should know will increase the risk of **damage**, theft, death or injury
- **you** move **your business** to a new permanent address
- **you** are a company and **you** are the subject of a winding up order or an order for the appointment of a liquidator, administrative receiver, insolvency practitioner or administrator, or **you** enter into a Company Voluntary Arrangement
- **you** are declared bankrupt or enter into an Individual Voluntary Arrangement
- there is a change to the use of the **property**
- **you** find out about any demolition, groundworks, excavation or construction next to the **property**
- the property is empty
- **you, your directors, partners** or **employees** are charged with or convicted of any criminal offence apart from a driving offence
- you no longer own the property, premises or business
- **you** find out a tenant without **your** agreement has done something to the **premises** or part of the **premises** **you** have let to them that could increase the risk. If **you** tell **us** immediately **you** find out **we** will not cancel **your cover** but may make changes to it
- **you** buy any expensive **contents**

### Contribution for the full cover period

**You** agree to pay **your contribution** for the full **cover period**

**You** agree to pay **us** the **contribution** shown on **your Caterers' Cover Schedule** on the day or days it should be paid

### Contribution adjustment

Where **your contribution** is based on an estimated declaration, **you** must keep accurate **records** to support **your** estimate and **we** can inspect the **records** at any reasonable time

No later than 1 month after the end of a **cover period**, or a longer time if **we** agree, **you** must give **us** all details of the estimates **we** may ask for. **Your contribution** may then be changed

Where an estimated declaration includes **employees'** pay, **your** estimate must also include payments to any

person working under a labour-only contract

If **we** agree at the beginning of any **cover period** that **we** will not make a change to **your contribution** that would normally happen at the end of that **cover period** the following conditions apply

- if **you** renew **your cover** **you** will give **us** any up-to-date declarations **we** ask for or
- if **you** do not renew **your cover**, **we** may increase **your contribution** and **you** will pay any difference or
- if **you** do not renew **your cover**, **we** may reduce **your contribution** and **we** will pay **you** any difference less any minimum **contribution** that may apply

### Discretionary cover

**We** give **your cover** to **you** subject to **our** Rules and the terms of this Cover Wording and **your Caterers' Cover Schedule**. Any payment **we** may make under **your cover** is at **our** Board of Director's discretion

### Empty buildings or property

**Empty buildings, empty property** and any parts of the **buildings** or **property** that are **empty**, are not included in **your cover** unless **you** tell **us** that they are **empty**, and **we** agree to include them. When you tell **us** a **building**, part of a **building**, **your property** or part of **your property** is **empty** **we** may

- put special terms on **your cover**
- charge an extra **contribution**
- cancel any Section
- cancel your cover

If **we** agree to include an **empty building**, part of a **building** that is **empty**, an **empty property** or part of **your property** that is **empty**, **you** must comply with the following conditions

- the security alarm, fire alarm and sprinkler systems are on and fully working at all times
- all other mains systems are switched off and the water system drained the **building** or **property** is inspected inside and out at least once a week
- any defects in security or maintenance are repaired or resolved
- all materials that can catch fire are removed
- the letter box is sealed
- **you** comply with the security level requirements that apply to the **property**

If **we** agree to cover **empty buildings** or **empty property**, **your cover** for the **empty building** or **empty property** is limited to **damage** caused by

- fire, lightning and explosion
- aircraft and other aerial devices and articles dropped from them

### Increased risk

If **you** do not comply with anything explained in this Cover Wording that **you** must do or not do, and this causes or increases the risk of **damage, injury**, death or theft or increases the amount of **damage** or liability

**We** may

- not pay all or part of a claim
- cancel your cover
- change your cover
- change your contribution
- add or change an **excess**

### Information

**You** must give **us** all the information and facts that may affect **your cover** and give **us** full and accurate answers to questions **we** ask **you** when **you** apply for **cover**, make changes to **your cover**, renew **your cover** or when **you** claim

**You** must also tell **us** about any risks **your business** faces and anything that affects or might affect **your cover** even if **we** have not asked for it. This includes all information that **your** senior management, anyone who makes significant decisions about **your business** activities or someone outside your business have. **You** must carry out a reasonable search for this information

If any of the information **you** give **us** changes after **you** first take out **your cover**, renew it or during the **cover**



**period, you must tell us**

**We** may treat this **cover** as if it never existed and refuse to consider any claims if

- **you** deliberately give false or misleading information
- **you** recklessly give **us** information **you** know or should know may not be accurate or complete
- information is found that **you** should have known about and given **us**

If **you** misrepresent the risks of **your business** and this is not deliberate or reckless it could still affect **your cover** and claims depending on how **we** would have used the information. **We** may treat this **cover** as if it never existed

- refuse to consider any claim
- not pay an agreed claim in full
- change the **contribution** and/or **excess** and the extent of the **cover** may be affected

**We** recommend **you** keep a record, including copies of letters, of all information **you** give **us**

## Interpretation

**We** use titles and headings in this Cover Wording to help find information. They do not affect or limit **your cover** in any way

Where this Cover Wording mentions any statute or statutory instrument it includes any amendments or later legislation and any regulations made under the legislation

Where **we** mention a single item, it can also mean more than one. And where items are mentioned it can also mean a single item unless this does not fit the meaning or context of the wording

## Kitchen equipment

The following must be carried out for commercial kitchen or cooking equipment at the **premises**

- hoods, ducts, fans, extractors and plenums must be cleaned at least once every 6 months by an independent cleaning service and **you** must keep a record of this
- automatic extinguishing systems serving cooking appliances, including hoods, extractors and ducts must be serviced and tested at least once every 6 months by an independent service contractor and **you** must keep a record of this
- all deep fat frying equipment must have an annual maintenance and a service agreement in place and the maintenance and service carried out and **you** must keep a record of this
- hoods, canopies, filters and grease traps must be cleaned at least once a week and **you** must keep a record of this
- the **premises** must have a minimum of the following
  - a 2-gallon water fire extinguisher
  - a wet chemical extinguisher Class F or
  - a fixed wet chemical installation fitted in the hood of any frying equipment
  - a fire blanket
  - a 9 litre foam, 2 kilogramme carbon dioxide or 45 kilogramme dry powder extinguisher
  - a maintenance contract on all fire extinguishing appliances and they must be kept in efficient working order
- fryer hoods and ducting must be more than 300mm away from of any partitions, ceilings, doors or floors that can catch fire and must be protected by fire resistant substances or materials
- thermostats must be fitted to any frying range set to prevent fats rising above 205 degrees centigrade, or the manufacturer's recommended temperature if this is less than 205 degrees centigrade, and an automatic cut-out must be fitted to protect against thermostats failing
- a metal canopy with a heavy-duty extractor fan that has an integral grease filter must be fitted above any deep fat fryer

All other cooking equipment must be properly maintained and regularly serviced

## Law and jurisdiction

Under United Kingdom law, **you** and **we** may choose the law that applies to **your cover**. Unless **you** and **we** agree to use a different law, the law of the part of the United Kingdom, Channel Islands or the Isle of Man **you**

**business** is in will apply to **your cover**

**You** and **we** agree that any legal proceedings between **you** and **us** about **your cover** will take place in the Courts of the part of the United Kingdom, Channel Islands or the Isle of Man **your business** is in

### No transfer

**You** cannot transfer **your cover** to any other person or legal entity unless **we** agree in writing Unless **we** agree in writing **you** will not give any other person or legal entity

- any right under your cover or
- any right to sue us under your cover or
- any right to sue us for anything connected with your cover

If **we** agree to make a payment under **your cover** after transferring it **we** can deduct from the payment any money or **contribution you** owe or may owe **us**

### Precautions

**You** must always act as if **you** did not have **your cover**

**You** must, at **your** own expense, take reasonable precautions to

- keep the **property** and **contents** safe and in good condition
- prevent or minimise any **damage**, theft, loss, **injury**, accident, illness or disease and prevent death
- stop any activities that could result in a claim
- make sure that **your property** and **products** are free from defects and can be used for what they are designed for
- choose competent and trustworthy **employees**
- comply with any statutory or other regulations that apply to any part of **your cover**

**You** must make sure that **you** repair or remedy any defect or danger in the **property, products** or **stock** as soon as **you** find it. In the meantime, **you** must take or arrange for any extra precautions needed to remove or minimise the danger or prevent more **damage**

### Renewal

**We** will contact to **you** before the end of a **cover period** and give **you** details of the **contribution** for the next **cover period** and any changes to the terms and conditions of **your cover** and **excess**

**We** will renew **your cover** at the end of a **cover period** providing **you** pay **your contribution** in line with **your** payment plan

If have told **us you** do not want **us** to automatically renew **your cover**, **you** must contact **us** before **your** renewal date to pay **your contribution** and to make sure **your cover** continues without a break

### Survey

**We** or **our** representatives can with reasonable notice survey the **property** and produce a survey report. From the time **we** decide to survey until **we** receive the survey report **your cover** remains unchanged. If **we** consider the survey report is unsatisfactory **we** can

- cancel your cover
- change your cover
- require **you** to carry out risk improvements by a certain time

If **we** make changes to **your cover** or require risk improvements **you** can

- change **your cover** within 30 days from when **you** receive details of the changes or risk improvements from **us** in writing
- cancel **your cover** within 30 days from when **you** receive details of the changes or risk improvements from **us** in writing
- continue **your cover** on the new terms for the rest of the **cover period**

### Termination of membership

If this is the only **cover you** have with **us** and **you** or **we** cancel **your cover**, or **you** do not renew it **your** membership of the **Mutual** will end

## Thatched roofs

If any **building** has a thatched roof **you** must

- keep it in good condition
- arrange for a qualified thatcher to inspect it in the first 60 days of **your cover** and then inspect and certify it every 5 years
- give **us** a copy of the inspection certificates if **we** ask for them
- keep the wiring of the **building** in good condition and have it regularly inspected by a qualified electrician or electricity company and **you** must keep a record of this
- keep all chimneys and flues in good condition, regularly swept and maintained
- fit spark resistors to all chimneys
- install fire extinguishers in the **building** in line with fire authority guidelines
- keep in good condition and regularly maintain all portable heating in the building

## Third parties

No person or legal entity can have any rights under or connected with **your cover** under the Contracts (Rights of Third Parties) Act 1999 but this does not affect third parties rights that are separate from that Act

## Fraud

### Protecting the Mutual and its Members from fraud

Fraud is a very serious crime. Someone who deliberately does not tell the truth, or does not give information that is asked for, to make a gain or cause a financial loss to someone else, such as the **Mutual**, is acting fraudulently

To protect **us** and **our** Members from fraudsters, **we** may take serious action if **we** suspect or find any fraud or dishonesty. If all or part of a claim is fraudulent, false, dishonest or exaggerated in any way, or if anyone acts fraudulently or dishonestly to get **cover**

**We** may

- cancel **cover** without refunding any **contribution**
- cancel membership of the **Mutual**
- refuse to consider claims
- recover, through the Courts if necessary, any money already paid for claims
- tell other organisations including anti-fraud databases
- tell the police

## General exclusions

The following exclusions apply to the whole of **your cover**

**We** do not **cover**

### Animals, insects, crops and trees

- lost, stolen or injured animals, birds or fish
- **damage** by chewing, scratching, tearing or fouling
- other **damage** by animals including domestic pets, except from a collision by an animal that is not a domestic pet
- **damage** caused by insects, rats, mice, squirrels, pigeons, owls, foxes, bees, wasps, hornets, moths and any other similar creatures
- **damage** to growing crops or trees
- any **damage, injury** or death caused by a guard dog

### Breakdown

**We** do not **cover** mechanical or electrical breakdown or failure of any item or **damage** caused by mechanical or

electrical breakdown or failure unless specifically included in **your cover**

### Confiscation

**We do not cover** financial loss, lost rent, **damage** or theft caused by or resulting from

- confiscation, nationalisation, commandeering or requisition by any legal authority
- the illegal occupation of a building
- any public authority ordering any property is destroyed

### Deliberate acts

**We do not cover damage**, theft, loss, **injury** or death caused by or resulting from a deliberate, malicious or unlawful act by **you**, a **director**, **partner**, **employee** or anyone acting for **you**, a **director**, **partner** or **employee**

### Electronic risks

**We do not cover** any **damage**, legal liability, financial loss or expense caused by or resulting from

- any virus or similar mechanism including
  - program code, programming instruction or any set of instructions generated to **damage**, interfere with or affect any **computer** programs, **data** files or how a **computer** operates
  - hacking, including unauthorised access to any **computer** equipment or other equipment, component, system or item that processes or stores or retrieves or receives **data**
- denial of service attack including
  - any act or instruction generated to **damage**, interfere with or affect the availability of networks, network services, connectivity or information systems by
    - excess traffic into network addresses
    - using system or network weaknesses
    - excess or non-genuine traffic between and among networks
    - any other cause
- date recognition, including
  - any computer equipment, system or software
  - product, accessory, equipment or machinery that contains, connects to or uses a data processor or microchip that fails to recognise, accept, respond to, retrieve, retain or process any **data** containing a date or part of a date

### Environmental health and food hygiene

**We do not cover** any **damage**, **injury** or death caused by or resulting from food if

- **your business** must by law be registered with Environmental Health as a food premises and is not registered
- **you**, **your directors**, **partners** or **employees** handle food and do not have a food hygiene certificate

### Fees

**We do not cover** any costs or fees for preparing or submitting a claim under any Sections or any fees that are more than the authorised fee scale of a professional organisation

### Outside UK

**We do not cover** anything outside the **UK** except where it is stated differently in a Section

### Gradual deterioration and normal use

**We do not cover damage** caused to anything **you**, a **director**, **partner** or **employee** own or are responsible for by

- anything that happens gradually
- the effect of light or the atmosphere including temperature, air pressure, humidity, rain, snow, ice, moisture, sunshine, cloudiness and winds
- corrosion, mould, dry or wet rot, fungus or shrinkage
- scratching or denting

- normal use, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing

### Illegal activities

We do not **cover damage, injury** or death resulting from the **property** or any part of the **property** being used for any illegal activities

### Infectious or contagious human diseases

We do not **cover** anything under any Section of this **cover** except Section 10 Employers' liability

- caused by, resulting from, related to or involving Coronavirus, Covid-19, SARS-COV-2 wherever it happens or
- caused by, resulting from, related to or involving an outbreak of an infectious or contagious human disease that isn't caused by Coronavirus and must be notified to a national or local authority unless
  - the outbreak happens at **your premises** and
  - you have cover for that outbreak under Section 5 Business interruption

### Portable heating

All portable heating appliances must

- be at least 1 metre away from anything that can catch fire or burn
- not be left running when there is no one in the **premises**
- have a guard fitted over the radiant or flame element to stop
  - paper getting into it
  - people burning themselves
- if gas powered
  - have a gas arrestor fitted that stops the flow of gas if it is knocked over
  - have gas canisters that comply with the Dangerous Substances and Explosive Atmospheres Regulations 2002 (DSEAR)

### Not owned

We do not **cover** anything **you** do not own or are not legally responsible for

### Pollution

We do not **cover damage, injury** or death caused by or resulting from **pollution** unless caused by

- a sudden and unforeseen event that can be identified or
- leakage from a domestic oil installation at the **property**

### Pre-existing loss, damage or circumstances

We do not **cover**

- any **damage, theft, loss, injury** or death that happened, existed or showed any signs that it existed before the **cover period** began
- anything that results from or is connected to any **damage, theft, loss, injury** or death that happened, existed or showed any signs that it existed before the **cover period** began
- any **damage, theft, loss, injury** or death that **you, a director** or **partner** knew about, or should reasonably have known about before the **cover period** began, that could result in a claim under your cover

### Radioactivity and nuclear risks

We do not **cover damage, loss, injury** or death caused by or resulting from

- ionising radiations or contamination by radioactivity from any irradiated fuel
- nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components
- any weapon or other device using radioactive material, radioactive matter, ionising radiation, atomic fission, nuclear fission, atomic fusion, nuclear fusion or other similar reaction

This exclusion does not apply to Section 10 Personal Accident and Section 11 Employers' Liability, except

- the liability of any principal
- liability accepted under an agreement that would not exist if the agreement did not exist

### Reduction in value

**We** do not **cover** any reduction in the

- value of the **property** resulting from rebuilding or repairing the **buildings**
- market value of an item resulting from its repair or restoration

### Smoke detectors

**We** will not give **cover** under any Section for **damage** caused by fire or smoke if smoke detectors are not used and working in the **property**

### Sonic bangs

**We** do not cover **damage** caused by or resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### Terrorism

**We** do not **cover damage** or theft caused by or resulting from any act, threat of force or violence

- by any person or
- any group or groups of people
- acting alone or connected with any organisation carried out

for political, religious, ideological or similar reasons to influence any government or to put any member of the public in fear

and **damage** or theft caused by or resulting from

- any action taken to control, prevent or suppress any act of terrorism
- the failure in the supply of gas, water, electricity or telephone services caused by an act of terrorism
- terrorism even if something covered under **your cover** happens at the same time or terrorism is involved in the sequence of the cause of any **damage**

### Trading sanctions restrictions

**We** will not provide **cover** for anything that breaks any

- sanctions, prohibitions or restrictions under United Nations resolutions
- trade or economic sanctions, laws or regulations of the European Union, England, Wales and the United States of America

### War

**We** do not **cover damage**, loss, **injury** or death

- caused by or resulting from
- caused by or resulting from any action taken to control, suppress or prevent

war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

## What to do if you have a complaint

**We** always try to provide **our** Members with the very best service, but **we** recognise that **we** might not always get things right first time. If **you** are not completely happy with any aspect of **your cover** with **us** or **our** service, please let **us** know as soon as possible so **we** can try to put things right for **you**. If **you** want to make a complaint about **your cover** for any reason, **you** can let **us** know by phone or email using the usual contact details notified to **you**. Alternatively, **you** can write to **us** at:

- The Retail Mutual, First Floor Offices, Douglas House, Quarry Hill Road, Tonbridge, Kent TN9 2RH

When **you** get in touch with **us**, **you**'ll need to tell **us your** contact details including membership number, what's gone wrong and what **you** would like **us** to do to put things right. **We** will try to resolve **your** complaint

within three working days, however if **we** are unable to do so, **we** will write to **you** to acknowledge receipt, advise who is dealing with the complaint and what steps are being taken. **You** will be kept fully informed of the progress of **your** complaint until it is concluded.

**We** give **you** cover on a discretionary basis. Discretionary cover is not regulated by the Financial Conduct Authority and therefore there is no ultimate right of referral to the Financial Ombudsman Service.

### **Arranging insurance products**

As well as giving **you** discretionary protection **we** may arrange insurance for **you**, for example Employer's Liability Insurance. If **you** want to complain about **our** service in arranging insurance for **you** and if **you** are not satisfied with **our** final response, or if eight weeks have passed since **you** first complained and **you** have not received **our** final response letter, **you** may be able to refer your complaint to the Financial Ombudsman Service (FOS). Any complaints about the insurance or the services provided by the insurer should be made to the insurer under their complaint's procedure

**You** can contact the FOS at

- Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Phone: 0800 023 4567 or 0300 123 9123

Their service is free, impartial and contacting them will not prejudice **your** complaint or legal rights

## **Financial Services Compensation Scheme**

Builders Direct SA are covered by the Financial Services Compensation Scheme. **You** may be able to get compensation from the Scheme if Builders Direct cannot meet their obligations to **you**. The amount of the compensation depends on the insurance given. Information about the Scheme is available from the Financial Services Compensation Scheme 10th Floor Beaufort House St Botolph Street London EC3A 7QU and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

Retail Mutual Caterers' Cover Wording V3 19/05/2021