

APPLICABLE TO SECTION 1 – PROPERTY DAMAGE – ALL RISKS

In respect of items 2 & 3 of Section 1 of the policy the Underwriters will indemnify the Insured following loss by the following perils

- (i) Fire, Lightning, Explosion, Earthquake, Aircraft, Riot, Strikers, Civil Commotion, Malicious Damage and Impact.
 - a) during business hours while on display and
 - b) during transit anywhere in UK between 0500 hrs and 2200 hrs.
- (ii) Fire, Lightning, Explosion, Earthquake, Aircraft, Riot, Strikers, Civil Commotion, Malicious Damage, Impact, Storm, Tempest, Flood and Burst Pipes whilst contained in the Insured's private dwelling or any other building used in the course of the insured's.
- (iii) Theft following forcible and violent entry to or exit from any building (including the private dwelling of the Insured) or any other building (including storage units) used in the course of the Insured's business.
- (iv) Theft following forcible and violent entry to or exit from a vehicle whilst in transit between 0500 hrs and 2200hrs anywhere in the UK, but with a 50% co-insurance provision.

CP4 ELECTRICAL CIRCUIT MAINTENANCE CONDITION

It is a condition precedent to liability that fixed electrical installations are tested by NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 3 year period and an IEE test certificate is issued showing no deviations.

CP7 FLAT ROOF MAINTENANCE CONDITIONS

It is a condition precedent to liability in respect of **Damage** by storm, tempest and flood that any flat felted roof portion of the **Premises** shall have been inspected at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

CP11 MINIMUM SECURITY REQUIREMENTS (B)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** conditions is complied with
- 2) the intruder alarm is installed and put into full and effective operation at night and whenever the Premises are closed for business or left unattended. We will not regard the

intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and the **Insured** have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn

- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Underwriters**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the Business part of the **Premises**.

CP12 MINIMUM SECURITY REQUIREMENTS (C)

It is a condition precedent to liability that Damage caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with
- 2) the intruder alarm provides for a police telephone line, direct line or central monitoring station warning system installed and put into full and effective operation at night whenever the **Premises** are closed for business or left unattended. We will not regard the intruder alarm as effective if the **Insured** have had notice of the withdrawal of such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Underwriters**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the Business part of the **Premises**.

CP16 PIPE LAGGING CONDITION

It is a condition precedent to liability that either;

- a) there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31st October and 31st March or
- b) all pipes have been adequately lagged.

CP17 PORTABLE HEATING CONDITION

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the **Underwriters** prior to such use or storage.

CP20 STILLAGE CONDITION

It is a condition precedent to liability that all **Stock** stored on the **Premises** is stored on racks, shelves or stillages not less than 15 centimetres (6 inches) above floor level.

APPLICABLE TO SECTION 8 – BUSINESS INTERRUPTION

BI1 GROSS PROFIT/ESTIMATED GROSS PROFIT BASIS OF LOSS SETTLEMENT

**APPLICABLE TO SECTION 9 – EMPLOYERS LIABILITY; SECTION 10 PUBLIC LIABILITY
SECTION 11 – PRODUCTS LIABILITY**

L1 BONA FIDE SUB CONTRACTORS CLAUSE

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

L6 HEAT WORK AWAY EXCLUSION

Underwriters shall have no liability under this Policy to prove any indemnity or benefit for any legal liability under Section B, directly or indirectly resulting from or in consequence of the performance of work involving the application of heat other than on premises owned, leased or rented by the Insured.

L20 RIGHTS OF RECOURSE WARRANTY

It is warranted by the Insured that the precedent to the liability of Underwriters hereon, full Rights of Recourse are maintained against any manufacturer or supplier with whom they have entered into a legal contract for the provision of products or components.

L28 USA/CANADA PRODUCTS EXCLUSION

Underwriters shall have no liability under this Policy to provide any indemnity or benefit any legal liability arising out of any products supplied, including products supplied prior to the inception of this insurance which the Insured knows, or could have been reasonably expected to know, would be used within the United States of America or Canada.