



Commercial Combined Policy

The Cornish Mutual Assurance Co. Ltd.

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Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority

Commercial Combined Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

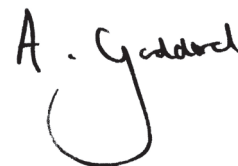
The Policy, Schedule and Specifications are to be read together as one document.

This Policy is subject to the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Signed on our behalf.



Chairman



Managing Director

Commercial Combined Insurance Policy

Section One: Public Liability

Words or expressions shown in **bold type** are defined in the Definition of Terms at the end of this Section.

What IS Insured

A. Legal Liability

- 1) **Legal Liability** arising in connection with the **Business**.

The insurance extends to include **Legal Liability** arising in connection with the **Business**

- (i) from an event occurring outside the **Geographical Limits**, caused by
 - (a) you or your directors, partners or **Employees** while temporarily outside the **Geographical Limits**
 - (b) **Products** supplied from within the **Geographical Limits**
- (ii) under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, or any subsequent amendments to this legislation, in connection with any premises disposed of by you which were prior to disposal owned by you, provided that the liability is not insured under another Policy
- (iii) from loss of or damage to
 - (a) any building, including its contents, temporarily in your custody or control or that of your directors, partners or **Employees** (but not owned, hired, let or rented by you) for the purposes of carrying out work
 - (b) any building (including landlord's fixtures and fittings therein) hired, let or rented to you
 - (c) directors' or **Employees'** property
 - (d) customers' or visitors' property while temporarily on your premises (except property for alteration, cleaning, inspection, repair, servicing or storage).

We will not pay more than the Section Limit shown on the Schedule in respect of all events

- (a) arising from any one cause or
 - (b) occurring in any one Period of Insurance attributable to
 - (i) **Products**
 - (ii) **Pollution or Contamination**
- 2) Costs and expenses incurred with our consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction.

What IS NOT Insured

A.

- (a) **Excluded Events**.
- (b) Liability arising from
 - (i) the use by you or on your behalf of any aircraft, hovercraft, train, watercraft or **Road Vehicle**
 - (ii) advice, design, specification or treatment provided for a fee by or through you or your directors, partners or **Employees**
 - (iii) known exports of any **Products** to the United States of America or Canada
 - (iv) **Gradual Pollution**
- (c) Liability arising from loss of or damage to
 - (i) material property owned by you
 - (ii) material property in your custody or control or that of your directors, partners or **Employees**, other than as insured under 1) (iii)
 - (iii) **Contract Works**
 - (iv) that part of any material property on which you or anyone acting on your behalf is or has been working if the loss or damage results directly from such work.
- (d) Any claim in respect of
 - (i) loss of or damage to **Products**
 - (ii) the cost of recalling, altering, repairing, replacing or making any refund in respect of **Products** or **Contract Works**
- (e) Liability which arises only because of an agreement relating to
 - (i) the sale or supply of **Products**
 - (ii) a building hired, let or rented to you.
- (f) Liquidated, punitive or exemplary damages, fines or penalties.
- (g) Any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.
- (h) Liability directly or indirectly arising out of or resulting from or in consequence or in any way involving
 - (i) exposure to inhalation or ingestion of or fears of the consequence of exposure to or inhalation of or ingestion of **Asbestos**
 - (ii) the cost of cleaning up, or removal of or

loss of or damage to property arising out of any **Asbestos** other than the loss of or damage to property involving products containing **Asbestos** where the existence of **Asbestos** is not itself a direct or indirect cause of the loss of or damage to property.

- (i) Liability arising from
 - (i) the production, supply of, or presence on the premises of any genetically modified **Products**, where liability may be attributed directly or indirectly to the genetic characteristics of the **Products**.
 - (ii) the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

What IS Insured

B. Additional Costs

Costs and expenses incurred with our consent by you or your directors, partners or **Employees** in defending **Actions** arising in connection with the **Business** under

- (i) the Health and Safety at Work etc. Act 1974, the Health and Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978
- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991
- (iv) The Corporate Manslaughter and Corporate Homicide Act 2007 (CMA)

or any subsequent amendments to this legislation, provided that you give written notice to us immediately you have knowledge of an impending **Action** or any circumstances which might give rise to an **Action**.

We will not pay more than £250,000 in respect of all **Actions** arising under the same Act in any one Period of Insurance.

Additional Parties

If more than one party is named as Policyholder in the Schedule the insurance provided under this Section will apply separately to each party.

At your request this insurance will also apply to

- (i) your directors, partners or **Employees** against any liability for which you would have been entitled to indemnity under this Section had the claim been made against you
- (ii) any officer or member of your canteen, social, sports, educational or welfare organisation or first aid, fire and ambulance services against any liability arising in their respective capacities
- (iii) any principal for whom you are carrying out a contract for the performance of work but only to the extent required by the contract

What IS NOT Insured

B.

- (a) Fines or Penalties.
- (b) Any claim which arises from a deliberate act or omission by you or your directors, partners or **Employees**.
- (c) Any claim where the **Action** is solely in connection with the health and safety of an **Employee**.

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(iv) the owner of plant hired-in by you but only to the extent of the conditions of hire.

We will not pay in total to all parties indemnified under this Section more than the monetary limits specified in the Section.

Section One: Public Liability - Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, in the Schedule for this Section or in any Endorsement to this Section.

Actions(s): means legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice.

Asbestos: means asbestos, asbestos fibres or any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos in whatever form or quantity.

Business: means the Business specified in the Schedule including

- (i) the ownership, occupation, repair, maintenance and decoration of your property in connection with the Business
- (ii) the provision and management of canteens, social, sports, educational and welfare organisations for the benefit of your **Employees** and first aid, fire and ambulance services in connection with the Business
- (iii) private work undertaken by an **Employee**, with your consent, for you or for your directors or partners.

Contract Works: means

- (i) work executed or in the course of execution, including materials and plant, in connection with contracts undertaken by you
- (ii) property which you are required to insure under clause 21.2.1 of the JCT Standard Form of Building Contract (1980 Edition), or any clause of similar intent in an equivalent contract.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with you
- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme
- (iv) any labour master or labour-only sub-contractor or person supplied by them, or self-employed person (for labour only)

while working for you in connection with the **Business**.

Excluded Events: means any claim which arises from

- (i) the manufacture, repair, supply or distribution of aircraft or ships, or, with your specific knowledge, of machinery or components with aviation or marine applications
- (ii) the manufacture, making-up, dispensing, supply or distribution of drugs, medicines or pharmaceuticals other than the dispensing, supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers.
- (iii) the manufacture, supply or distribution of **asbestos** or **asbestos** products, chemicals or petrochemicals of an explosive, toxic or noxious nature, or munitions.

Geographical Limits: means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Gradual Pollution: means **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

Injury: means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

Legal Liability: means your legal liability for damages and claimants' costs and expenses in respect of

- (i) accidental **Injury** to any person, not being an **Employee**
- (ii) accidental loss of or damage to material property
- (iii) accidental obstruction, trespass or nuisance.

Pollution or Contamination: means

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (ii) all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

Products: means goods (including their containers) sold, supplied, repaired, serviced, altered, renovated, processed or tested by you in the course of the **Business**.

Road Vehicle: means a mechanically propelled vehicle or any trailer attached to it, used in circumstances to which the Road Traffic Acts apply or for which you insure liability under a more specific Policy.

Section One: Public Liability - Claims Settlement Provisions

General

We will not be liable to make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.

Legal Liability

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

For the purpose of any claim settlement we may at any time at our option pay you the maximum amount specified in this Section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. We will then be under no further liability in respect of the claim or claims except for costs and expenses incurred prior to the payment.

Section Two: Employers' Liability

Words or expressions shown in **bold type** are defined in the Definition of Terms at the end of this Section.

What IS Insured

A. Legal Liability to Employees

The insurance extends to include **Legal Liability to Employees** while temporarily outside the **Geographical Limits**.

We will not pay more than £10,000,000 in respect of all events arising from any one cause, including costs and expenses incurred with our consent and the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction.

Compulsory Employers' Liability Insurance Law:

This insurance complies with the law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. If we are obliged to make a payment which we would not have been liable to make, but for such law, we will require you to refund the amount paid.

What IS NOT Insured

A.

Any claim which arises from

- (a) **Injury** to any **Employee** while working **Offshore**
- (b) an event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts

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What IS Insured

B. Health and Safety at Work

Costs and expenses incurred with our consent by you or your directors, partners or **Employees** in defending **Actions** arising in connection with the **Business** under the Health and Safety at Work etc. Act 1974, the Health & Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978 and the Corporate Manslaughter and Corporate Homicide Act 2007, or any subsequent amendments to this legislation, provided that you give written notice to us immediately you have knowledge of an impending **Action** or any circumstances which might give rise to an **Action**.

We will not pay more than £250,000 in respect of all **Actions** arising in any one Period of Insurance.

Additional Parties

If more than one party is named as Policyholder in the Schedule the insurance provided under this Section will apply separately to each party.

At your request this insurance will also apply to

- (i) your directors, partners or **Employees** against any liability for which you would have been entitled to indemnity under this Section had the claim been made against you.
- (ii) any officer or member of your canteen, social sports, educational or welfare organisations or first aid, fire and ambulance services against any liability arising in their respective capacities.
- (iii) any principal for whom you are carrying out a contract for the performance of work but only to the extent required by the contract.
- (iv) the owner of plant hired-in by you but only to the extent of the conditions of hire.

We will not pay in total to all parties indemnified under this Section more than the monetary limits specified in this Section.

What IS NOT Insured

B.

- (a) Fines or penalties
- (b) Any claim which arises from
 - (i) a deliberate act or omission by you or your directors, partners or **Employees**
 - (ii) **Injury** to any **Employee** while working **Offshore**
 - (iii) an event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.
- (c) Any claim where the **Action** is solely in connection with the health and safety of anyone not an **Employee**.

Section Two: Employers' Liability - Claims Settlement Provisions

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

For the purpose of any claim settlement we may at any time at our option pay you the maximum amount specified in this Section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. We will then be under no further liability in respect of the claim or claims except for costs and expenses incurred prior to the payment.

Section Two: Employers' Liability - Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, in the Specification for this Section or in any Endorsements to this Section.

Action(s): means legal proceedings (including appeal) arising out of any prosecution or inquiry.

Business: means the Business specified in the Schedule including

- (i) the ownership, occupation, repair, maintenance and decoration of your property in connection with the Business
- (ii) the provision and management of canteens, social sports, educational and welfare organisations for the benefit of your **Employees** and first aid, fire and ambulance services in connection with the Business
- (iii) private work undertaken by an **Employee**, with your consent, for you or for your directors or partners.

Employee(s):

- (i) anyone under a contract of service or apprenticeship with you

- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme
- (iv) any labour master or labour-only sub-contractor or person supplied by them, or self-employed person (for labour only) while working for you in connection with the **business**.

Geographical Limits: means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Injury: means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

Legal Liability to Employees: means your legal liability for damages and claimants' costs and expenses in respect of **Injury** to any **Employee**.

Offshore: means from the time when the **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time as the **Employee** disembarks from a conveyance onto land upon the **Employee's** final return from the offshore rig or offshore platform.

Section Three: Fire and Special Perils

Words or expressions shown in **bold type** are defined in the Definition of Terms at the end of this Section.

What IS Insured

A. Property: Insured Perils

Loss of or damage to Property described in the Specification, caused by an **Insured Peril**.

We will not pay more than the relevant Sum Insured shown against each Item in the Specification in respect of any one event, less the **Excess**, if applicable, specified in the Claims Settlement Provisions.

What IS Insured

B. Loss of Rent

Loss of **Rent** incurred during any period in which the **Buildings** are made unfit for occupation by any of the events insured under subsection A of this Section.

We will not pay more than the Sum Insured shown in the Specification in respect of any one event.

What IS Insured

C. Contents Temporarily Removed

Loss of or damage to machinery, fixtures and fittings while temporarily removed from the **Premises** for the purpose of cleaning, repair or renovation, caused by an **Insured Peril**.

We will not pay more than 15% of the Sum Insured shown against **Other Contents** in the Specification in respect of any one event, less the **Excess**, if applicable, specified in the Claims Settlement Provisions.

What IS Insured

D. Deeds

Loss of or damage to **Deeds** caused by an **Insured Peril**, but only for their value as materials and the cost of labour expended in reproducing them.

We will not pay more than £2,500 in respect of any one event, less the **Excess**, if applicable, specified in the Claims Settlement Provisions.

What IS NOT Insured

A.

- (a) **Pollution or Contamination**
- (b) Loss of or damage to **Money**
- (c) Loss of or damage to motor vehicles and their accessories.
- (d) Loss of or damage to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating.

What IS NOT Insured

B.

- (a) **Pollution or Contamination.**

What IS NOT Insured

C.

- (a) **Pollution or Contamination.**
- (b) Loss of or damage to motor vehicles and their accessories.
- (c) Loss of or damage to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating.

What IS NOT Insured

D.

- (a) **Pollution or Contamination**

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What IS Insured

E. Personal Effects

Loss of or damage to **Personal Effects** caused by an **Insured Peril**.

We will not pay more than £500 in respect of any one person or more than £2,500 in respect of any one event, less the **Excess**, if applicable, specified in the Claims Settlement Provisions.

What IS Insured

F. Underground Services

Accidental damage to underground pipes, drains, ducts and cables (including their inspection covers) serving the **Buildings**, for which you are legally responsible.

We will not pay more than £10,000 in respect of any one event, less the **Excess**, if applicable, specified in the Claims Settlement Provisions.

What IS Insured

G. Tenant's Liability

If you are the tenant of the **Premises** and not the owner, damage to the **Premises** caused by an **Insured Peril** provided that you are legally responsible for the damage under the tenancy agreement, hire agreement or lease.

We will not pay more than

- (a) the aggregate of the Sums Insured shown against **Stock** and **Other Contents** in the Specification or
- (b) £10,000

whichever is the less, in respect of any one event, less the **Excess**, if applicable, specified in the Claims Settlement Provisions.

What IS Insured

H. National and Local Government Regulations and Requirements Extension

The insurance provided for **Buildings** extends to include the additional cost of reinstating the damaged parts of the **Buildings** incurred solely by reason of the necessity to comply with the stipulations of Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as "the Stipulations")

Special Conditions applicable to this extension

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as we may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to our liability under this extension not being increased.
- 2) If our liability under the policy apart from this extension shall be reduced by the application of

What IS NOT Insured

E.

- (a) **Pollution or Contamination**
- (b) Loss of or damage to **Money**
- (c) Loss of or damage to motor vehicles and their accessories.

What IS NOT Insured

F.

- (a) **Pollution or Contamination**

What IS NOT Insured

G.

- (a) **Pollution or Contamination**
- (b) Loss of or damage to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating.

What IS NOT Insured

H.

- (a) the cost incurred in complying with the Stipulations:
 - (i) in respect of **Damage** occurring prior to the granting of this extension
 - (ii) in respect of **Damage** excluded or otherwise not insured by this policy
 - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
 - (v) in respect of any undamaged property
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment

any of the terms and conditions of the policy then our liability under this extension (in respect of any such item) shall be reduced in like proportion.

3) The total amount payable under any item of the policy shall not exceed its sum insured.

4) All the terms and conditions of the policy continue to apply except where they have been varied by this extension.

arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Indemnity to Contracting Purchaser

When you have agreed to sell your interest in the **Buildings**, the buyer will have the benefit of this insurance until completion of the sale unless the buyer is insured under another Policy.

Section Three: Fire and Special Perils - Claims Settlement Provisions

General

(i) We will not be liable to make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.

(ii) *Excess*: An **Excess** of £100 will apply to each claim for loss of or damage to property which is not a claim for loss or damage caused by **Insured Peril** 1, 2, 3 or 4.

If a claim is made under more than one Section or subsection of this Policy for loss or damage caused at the same time by the same event only one **Excess** will apply.

Property

We will settle a claim for loss or damage to property on the following basis by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

(i) *Buildings*:

(a) If the repair or replacement is carried out, the cost, including **Fees**, necessarily incurred in repairing or replacing that part of the **Buildings** which is destroyed or damaged. A deduction will be made for any depreciation and wear and tear if

(i) the **Buildings** do not have walls constructed wholly of brick, stone or concrete

(ii) that part of the **Buildings** which is the subject of the claim is not in a good state of repair at the time of the destruction or damage.

(b) If repair or replacement is not carried out, what it would cost to settle a claim in the terms of (i)(a) above but with a deduction for any depreciation and wear and tear

(ii) *Fixed Glass*: The cost (including alarm foil, lettering, painting, embossing, silvering and other ornamental work on the glass) of replacing the broken glass with glass of similar quality.

(iii) *Other Property*: The cost of repair or of replacement as new at current prices if an item is totally lost or destroyed. A deduction will be made for any depreciation and wear and tear

(a) in respect of **Stock**.

(b) if that part of the property which is the subject of the claim is not maintained in good condition at the time of the loss or damage.

(c) if repair or replacement is not carried out.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

Rent

We will settle a claim for loss of **Rent** by payment on the basis of the loss of **Rent** for those parts of the **Buildings** unfit for occupation. We will not pay more than that proportion of the Sum Insured on **Rent** shown in the Specification which the period necessary for the reinstatement of the **Buildings** bears to the period shown in the Specification.

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Section Three: Fire and Special Perils - Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, in the Specification for this Section or in any Endorsement to this Section.

Buildings: means the principal building and its outbuildings, including landlord's fixtures and fittings therein and walls, gates and fences, at the Risk Address specified in the Schedule.

Business: means the Business specified in the Schedule.

Deeds: means deeds, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, drawings and designs, owned by you or for which you are legally responsible, in the **Premises**.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with you
- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme while working for you in connection with the **Business**.

Excess: means the amount of the claim which is to be borne by you. We will deduct that amount from the amount payable in respect of the claim after the application of any relevant monetary limits specified in this Section.

Fees: means

- (i) reasonable architects', surveyors' and legal fees but not fees incurred in preparing any claim
- (ii) costs incurred with our consent in removing debris, dismantling, demolishing, shoring-up or propping of the destroyed or damaged portion or portions of the property insured but not costs or expenses
 - (a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
 - (b) arising from pollution or contamination of property not insured by this Section
- (iii) the additional cost of reinstating the damaged parts of the **Buildings** incurred solely to comply with any statutory requirement, European Community legislation or local authority by-law but not the cost of compliance with any notice served on you before the damage occurred or for which there is an existing requirement which has to be implemented within a given period. We will not pay under this extension more than 15% of the Sums Insured on **Buildings** or in total under any item of this Section more than its sum insured.

Insured Peril: means

- 1) Fire, excluding loss of or damage to property undergoing any process involving the application of heat.
- 2) Lightning.
- 3) Explosion, excluding loss or damage resulting from the bursting of any apparatus (other than boilers used for domestic purposes only), owned by you or under your control, in which internal pressure is due to steam only.
- 4) Earthquake, subterranean fire or volcanic eruption.

- 5) (i) Aircraft or other aerial devices or articles dropped from them.
(ii) Impact with the **Buildings** by trains, road vehicles or animals.
- 6) Riot, civil commotion, labour and political disturbances, excluding loss or damage in Northern Ireland.
- 7) Malicious persons, excluding
 - (a) loss or damage caused by theft
 - (b) loss or damage occurring while the **Premises** are empty or not in use
 - (c) loss or damage in Northern Ireland.
- 8) Accidental damage excluding:
 - (a) Damage specifically included in or excluded from the insurance under Section Three subsections B, C, D, E, F and G.
 - (b) The cost of maintenance or routine redecoration.
 - (c) Mechanical or electrical failure.
 - (d) The failure of any computer, computer program, data processing equipment, microchip, integrated circuit or similar device or any computer software to recognise correctly any date as its true calendar date.
 - (e) Damage caused by
 - (i) wear and tear, atmospheric, climatic or weather conditions, the action of light, or any gradually operating cause
 - (ii) chewing, scratching, tearing or fouling by domestic pets
 - (iii) vermin, insects, wet or dry rot, or fungus
 - (iv) faulty workmanship, defective design or the use of defective materials
 - (v) the demolition of any structural alteration or repair to the **Buildings**.
 - (f) Damage occurring during any period in excess of 30 consecutive days in which the **Buildings** are unoccupied.
 - (g) Deterioration of food.
 - (h) Damage to clothing, contact lenses, spectacles, pedal cycles, sports equipment, records, discs, cassettes, tapes or styli.
 - (i) Damage caused by any process of cleaning, dyeing, renovating or restoring.

Money: means cash, bank notes, cheques, girocheques, postal orders, current postage stamps, National Insurance stamps, holidays-with-pay stamps, trading stamps, National Savings Certificates and stamps, premium bonds, luncheon vouchers, gift tokens, consumer redemption vouchers, credit card sales vouchers and VAT purchase invoices.

Other Contents: means

- (i) machinery, furniture, fixtures, fittings, internal decorations and all other contents in the **Premises** but not landlord's fixtures and fittings, **Stock, Deeds and Personal Effects**
- (ii) shop fronts and other tenant's improvements to the **Premises**
- (iii) outdoor blinds, signs, aerials and satellite dishes, attached to the **Premises**.

Personal Effects: means the property normally worn, used and carried about the person of your directors, **Employees**, customers and visitors, while on the **Premises**, but not property insured under another Policy.

Pollution or Contamination: means loss or damage caused by pollution or contamination except loss of or damage to the property insured (unless otherwise excluded) caused by

- (a) pollution or contamination which itself results from an **Insured Peril**
- (b) an **Insured Peril** which itself results from pollution or contamination.

Premises: means those parts of the **Buildings** occupied by you in connection with the **Business**.

Rent: means rent receivable in respect of the **Buildings**.

Stock: means stock and materials in trade and goods in trust.

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Section Four: Theft

Words or expressions shown in **bold type** are defined in the Definition of Terms at the end of this Section.

What IS Insured

A. Property: Theft

Loss of or damage to Property described in the Specification, caused by **Theft**.

We will not pay more than the relevant Sum Insured shown against each Item in the Specification in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS Insured

B. Deeds

Loss of or damage to **Deeds** caused by **Theft**, but only for their value as materials and the cost of labour expended in reproducing them.

We will not pay more than £2,500 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS Insured

C. Personal Effects

Loss of or damage to **Personal Effects** caused by **Theft**.

We will not pay more than £500 in respect of any one person or more than £2,500 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS Insured

D. Buildings

Damage to the **Buildings** caused by **Theft**, provided that

- (i) the damage is not insured under another Policy and
- (ii) if you are the tenant of the **Premises** and not the owner, you are legally responsible for the damage under the tenancy agreement, hire agreement or lease.

We will not pay more than £10,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS NOT Insured

A.

- (a) **Excluded Events**.
- (b) Loss of or damage to **Money**.
- (c) Loss of or damage to motor vehicles and their accessories.
- (d) Loss of or damage to moveable property in the open.

What IS NOT Insured

B.

Excluded Events.

What IS NOT Insured

C.

- (a) **Excluded Events**.
- (b) Loss of or damage to **Money**.
- (c) Loss of or damage to motor vehicles and their accessories.
- (d) Loss of or damage to moveable property in the open.

What IS NOT Insured

D.

Excluded Events.

What IS Insured

E. Theft of Keys

The cost necessarily incurred in replacing and installing locks in the **Premises** (including the operating mechanism of any key-operated intruder alarm system) if the keys to the locks are taken from the **Premises** by **Theft** or stolen from the home(s) of their authorised holder(s).

We will not pay more than £500 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS NOT Insured

E.

Costs incurred following

- (a) **Excluded Events.**
- (b) The theft from the **Premises** outside **Business Hours** of keys to any intruder alarm, safe or strongroom.

Section Four: Theft - Claims Settlement Provisions

General

- (i) We will not be liable to make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.
- (ii) **Excess:** An **Excess** of £100 will apply to each claim.
If a claim is made under more than one Section or subsection of this Policy for loss or damage caused at the same time by the same event only one **Excess** will apply.

Property

We will settle a claim for loss of or damage to property on the following basis by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

- (i) **Buildings:** The cost, including **Fees**, necessarily incurred in repairing or replacing that part of the **Buildings** which is destroyed or damaged.
- (ii) **Fixed Glass:** The cost (including alarm foil, lettering, painting, embossing, silvering and other ornamental work on the glass) of replacing the broken glass with glass of similar quality.
- (iii) **Other Property:** The cost of repair or of replacement as new at current prices if an item is totally lost or destroyed. A deduction will be made for any depreciation and wear and tear
 - (a) in respect of **Stock**
 - (b) if that part of the property which is the subject of the claim is not maintained in good condition at the time of the loss or damage
 - (c) if repair or replacement is not carried out.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

Section Four: Theft - Definition of Terms

Each or the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, in the Schedule for this Section or in any Endorsement to this Section.

Alarmed Premises: means the **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**.

Buildings: means the principal building and its outbuildings, including landlord's fixtures and fittings therein and walls, gates and fences, at the Risk Address specified in the Schedule.

Business: means the Business specified in the Schedule.

Business Hours: means the period during which you or your directors, partners or **Employees** are in or on the **Premises** in connection with the **Business**.

Commercial Combined Insurance Policy

Deeds: means deeds, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, drawing and designs, owned by you or for which you are legally responsible, in the **Premises**.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with you
- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme while working for you in connection with the **Business**.

Excess: means the amount of the claim which is to be borne by you. We will deduct that amount from the amount payable in respect of the claim after the application of any relevant monetary limits specified in this Section.

Excluded Events: means loss or damage

- (i) caused by theft or attempted theft by, or in collusion with, any of your directors, partners, **Employees** or members of your household
- (ii) occurring while the **Premises** are empty or not in use.

Fees: means

- (i) reasonable architects', surveyors' and legal fees but not fees incurred in preparing any claim
- (ii) costs incurred with our consent in removing debris.

Intruder Alarm System: means an intruder alarm system comprising all component parts including the means of communication used to transmit signals.

Keyholder(s): means you or any person or keyholding company authorised by you who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**, attend, and allow access to the **Premises**.

Maintenance Contract: means a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with us.

Money: means cash, bank notes, cheques, girocheques, postal orders, current postage stamps, National Insurance stamps, holidays-with-pay stamps, trading stamps, National Savings Certificates and stamps, premium bonds, luncheon vouchers, gift tokens, consumer redemption vouchers, credit card sales vouchers and VAT purchase invoices.

Other Contents: means

- (i) machinery (including office machines), furniture, fixtures, fittings, internal decorations and all other contents in the **Premises** but not landlord's fixtures and fittings, **Stock, Deeds and Personal Effects**
- (ii) shop fronts and other tenant's improvements to the **Premises**
- (iii) outdoor blinds, signs, aerials and satellite dishes, attached to the **Premises**.

Personal Effects: means the property normally worn, used and carried about the person of your directors, **Employees**, customers and visitors, while on the **Premises**, but not property insured under another Policy.

Premises: means those parts of the **Buildings** occupied by you in connection with the **Business**.

Responsible Person: means you or any person authorised by you to be responsible for the security of the **Premises**.

Stock: means stock and materials in trade and goods in trust.

Theft: means theft or attempted theft, involving

- (i) violent and forcible entry to or exit from the **Premises**
or
- (ii) assault or violence or threat of assault or violence to
 - (a) you or your directors, partners or **Employees**
 - (b) any member of your family or a director's, partner's or **Employee's** family
 - (c) any customer while on the **Premises**.

Section Five: Business Interruption

Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this section, in the Schedule for this section or in any Endorsements to this section.

Buildings: means the principal building and its outbuildings, including landlord's fixtures and fittings therein and walls, gates and fences, at the Risk Address specified in the Schedule.

Business: means the Business specified in the Schedule.

Customers: means those companies, organisations or individuals, with whom at the time of the damage you have contracts or trading relationships to supply goods or services.

Estimated Gross Profit: means your estimate of the **Gross Profit** which your **Business** will earn during the period of insurance (proportionately increased where the Maximum Indemnity Period is more than 12 months).

Estimated Gross Rental Income: means your estimate of the **Gross Rental Income** which your **Business** will earn during the period of insurance (proportionately increased where the Maximum Indemnity Period is more than 12 months).

Estimated Gross Revenue: means your estimate of the **Gross Revenue** which your **Business** will earn during the period of insurance (proportionately increased where the Maximum Indemnity Period is more than 12 months).

Gross Profit: means **Turnover** less **Uninsured Working Expenses**.

Gross Rental Income: means the money paid or payable to you for tenancies in the course of the **Business** at the **Premises**.

Gross Revenue: means the money paid or payable to you for goods and services supplied in the course of the **Business** at the **Premises**.

Human Disease: means: Acute Encephalitis, Acute Infectious Hepatitis, Acute Meningitis, Acute Poliomyelitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric Fever (Typhoid or Paratyphoid Fever), Haemolytic Uraemic Syndrome, Infectious Bloody Diarrhoea, Invasive Group A Streptococcal Disease, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal Septicaemia, Mumps, Plague, Rabies, Rubella, Severe Acute Respiratory Syndrome (SARS), Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhus, Viral Haemorrhagic Fever (VHF), Whooping Cough and Yellow Fever.

Indemnity Period: means the period, beginning with the occurrence of the loss or damage and extending no longer than the Maximum Indemnity Period shown in the Schedule, during which the results of the **Business** at the **Premises** are affected because of the loss or damage.

Insured Peril: means any peril for which, at the time of the loss or damage, there is in force insurance under either Section Three or Section Four of this Policy.

Neighbouring Property: means property in the vicinity of the **Premises**, the loss of or damage to which will prevent or hinder the use of or access to the **Premises**.

Premises: means those parts of the Buildings occupied by you in connection with the Business.

Property at the Premises: means property used by you at the **Premises** for the purpose of the **Business**.

Rate of Gross Profit: means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the loss or damage.

Standard Gross Rental Income: means the **Gross Rental Income** during that period in the 12 months immediately before the date of the loss or damage which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

Standard Gross Revenue: means the **Gross Revenue** during that period in the 12 months immediately before the date of the loss or damage which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

Standard Turnover: means the **Turnover** during that period in the 12 months immediately before the date of the loss or damage which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

Suppliers: means suppliers to you of goods, materials or services other than electricity, gas, water or telecommunications services.

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Section Five: Business Interruption

Turnover: means the money paid or payable to you for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**, exclusive of Value Added Tax to the extent that you are accountable for it to the tax authorities.

Uninsured Working Expenses: means, unless otherwise amended by policy endorsement,:

- (1) Purchases net of discounts received
- (2) Bad debts
- (3) Packaging, carriage and freight
- (4) Discounts allowed

For the purposes of this definition the terms used will have the meaning usually attached to them in your books and accounts.

Sub-Section One: Loss of Gross Profit

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

A. Loss of Gross Profit

- (1) Loss of **Gross Profit** resulting from the **Business** at the **Premises** being interrupted or interfered with as a result of loss or damage, caused by an **Insured Peril**, of or to:
 - (a) **Property at the Premises**, provided that payment has been made or liability admitted for the loss or damage under either Section Three or Section Four of this Policy.
 - (b) Landlord's **Buildings** where you are not responsible for insuring the **Buildings** and payment has been made or liability admitted for the loss or damage under an insurance policy covering the interest of the Landlord and liability would have been admitted for the loss or damage under either Section Three or Section Four had the **Buildings** been insured under this Policy.
 - (c) **Neighbouring Property** (whether the **Premises** or their contents are damaged or not), provided that liability would have been admitted for the loss or damage under either Section Three or Section Four of this Policy had the loss or damage occurred to **Property at the Premises**.
- (2) Reasonable charges incurred only with our prior written consent payable by you to your professional accountants for producing and certifying any information which we request in connection with a claim under this section.

We will not pay more than 133.33% of the **Estimated Gross Profit** shown in the Schedule in respect of any one event.

What IS NOT Insured

A.

Loss resulting from:

- (1) pollution or contamination unless resulting from loss of or damage to **Property at the Premises** or **Neighbouring Property** (not otherwise excluded), caused by:
 - (a) pollution or contamination which itself results from an **Insured Peril**
 - (b) an **Insured Peril** which itself results from pollution or contamination
- (2) loss of or damage to the property of any supply undertaking from which you obtain electricity, gas, telecommunications or water services, which prevents or hinders the supply of such services to the **Premises**.

Sub-Section One: Loss of Gross Profit

What IS Insured

B. Public Utilities Extension

This sub-section is extended to cover loss of **Gross Profit** resulting from interruption of or interference with the **Business** as a result of the following:

Damage caused by an **Insured Peril** at any

- (1) Generating station or sub-station of your electricity supplier
- (2) Land-based premises of your gas supplier or any directly linked natural gas producer
- (3) Water works or pumping station of your water supplier
- (4) Land-based premises of your telecommunications service provider

We will not pay more than £100,000 in respect of any one event.

What IS NOT Insured

What IS Insured

C. Suppliers Extension

This sub-section is extended to cover loss of **Gross Profit** resulting from interruption of or interference with the **Business** as a result of damage caused by an **Insured Peril** at any of your **Suppliers** premises.

We will not pay more than £100,000 in respect of any one event.

What IS NOT Insured

What IS Insured

D. Customers Extension

This sub-section is extended to cover loss of **Gross Profit** resulting from interruption of or interference with the **Business** as a result of the following:

Damage caused by an **Insured Peril** at any of your **Customers** premises

We will not pay more than £100,000 in respect of any one event.

What IS NOT Insured

What IS Insured

E. Book Debts Extension

This sub-section is extended to cover loss in respect of the Policyholder's books of account or other business books or records at the **Premises** should there be loss covered under either Section Three or Section Four of this Policy and the Policyholder is as a result unable to trace or establish the outstanding debit balances in whole or in part due to them then we will pay:

What IS NOT Insured

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Sub-Section One: Loss of Gross Profit

What IS Insured

- (1) the difference between:
 - (a) the outstanding debit balances, and
 - (b) the total of the amount received or traced in respect thereof
- (2) the additional expenditure incurred with our prior consent in tracing and establishing the outstanding debit balances

but not exceeding the limit of liability provided herein which unless amended by endorsement to this policy shall be £25,000.

Outstanding debit balances shall be adjusted for:

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to customers' accounts in the period between the date to which the last statement relates and the date of the loss and
- (3) any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figure thus adjusted shall represent as nearly as reasonably practicable that which would have been obtained at the date of the loss had the loss not occurred.

F. Bomb Scares, Murder and Suicide Extension

This sub-section is extended to cover loss of **Gross Profit** resulting from interruption of or interference with the **Business** as a result of the following:

- (1) A bomb scare or bomb in or near the **Premises** which prevents or reduces access to the **Premises** for more than four hours
- (2) A murder or suicide at the **Premises**
We will not pay more than £50,000 in respect of any one event.

G. Food or Drink Poisoning and Human Disease Extension

This sub-section is extended to cover loss of **Gross Profit** resulting from interruption of or interference with the **Business** as a result of the following:

- (1) poisoning directly caused by the consumption of food or drink provided at the **Premises**
- (2) any **Human Disease** which occurs at the **Premises**.

Provided that under (1) and (2) above the use of the **Premises** is restricted on the order or advice of a competent authority.

We will not pay more than £50,000 in respect of any one event.

What IS NOT Insured

Sub-Section One: Loss of Gross Profit

Cessation of Interest

This sub-section, Sub-Section One – Loss of Gross Profit, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator or receiver;
- or
- (2) any other formal arrangements are made with creditors;
- or
- (3) your interest ceases other than by death;

unless we give our written consent to the contrary.

Claims Settlement Provisions

We will settle a claim for loss of **Gross Profit** by payment on the basis of reduction in **Turnover** and increase in cost of working, subject to any relevant monetary limit specified in this section. We will pay:

- (1) in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** because of the loss or damage;
- (2) in respect of increase in cost of working, reasonable and necessary additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which otherwise would have taken place during the **Indemnity Period** because of the loss or damage, up to the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction so avoided;

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business** payable out of **Gross Profit** which cease or are reduced because of the loss or damage.

If during the **Indemnity Period** goods or services are supplied elsewhere than at the **Premises** for the benefit of the **Business** either by you or by others on your behalf the money paid or payable for them will be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

Rate of Gross Profit and **Standard Turnover** will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business**, before or after the damage, so that the adjusted figures represent as far as reasonably practicable the results which but for the loss or damage would have been obtained during the **Indemnity Period**.

If your **Business** is in the first year of trading **Rate of Gross Profit** and **Standard Turnover** will reflect the actual figures realised between the date your **Business** started and the occurrence of the loss or damage giving rise to a claim under this section.

Special Condition

Renewal Clause

The Policyholder shall, prior to each renewal of the policy provide us with the **Estimated Gross Profit** which is applicable for the financial year most nearly concurrent with the ensuing period of insurance. In the absence of this, we will use the last **Estimated Gross Profit** figure provided by you.

Commercial Combined Insurance Policy

Sub-Section Two: Loss of Gross Revenue

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

A. Loss of Gross Revenue

- (1) Loss of **Gross Revenue** resulting from the **Business** at the **Premises** being interrupted or interfered with as a result of loss or damage, caused by an **Insured Peril**, of or to:
 - (a) **Property at the Premises**, provided that payment has been made or liability admitted for the loss or damage under either Section Three or Section Four of this Policy.
 - (b) Landlord's **Buildings** where you are not responsible for insuring the **Buildings** and payment has been made or liability admitted for the loss or damage under an insurance policy covering the interest of the Landlord and liability would have been admitted for the loss or damage under either Section Three or Section Four had the **Buildings** been insured under this Policy.
 - (c) **Neighbouring Property** (whether the **Premises** or their contents are damaged or not), provided that liability would have been admitted for the loss or damage under either Section Three or Section Four of this Policy had the loss or damage occurred to **Property at the Premises**.
- (2) Reasonable charges incurred only with our prior written consent payable by you to your professional accountants for producing and certifying any information which we request in connection with a claim under this section.

We will not pay more than 133.33% of the **Estimated Gross Revenue** shown in the Schedule in respect of any one event.

B. Public Utilities Extension

This sub-section is extended to cover loss of **Gross Revenue** resulting from interruption of or interference with the **Business** as a result of the following:

Damage caused by an **Insured Peril** at any

- (1) Generating station or sub-station of your electricity supplier
- (2) Land-based premises of your gas supplier or any directly linked natural gas producer
- (3) Water works or pumping station of your water supplier

What IS NOT Insured

A.

Loss resulting from:

- (1) pollution or contamination unless resulting from loss of or damage to **Property at the Premises** or **Neighbouring Property** (not otherwise excluded), caused by:
 - (a) pollution or contamination which itself results from an **Insured Peril**
 - (b) an **Insured Peril** which itself results from pollution or contamination
- (2) loss of or damage to the property of any supply undertaking from which you obtain electricity, gas, telecommunications or water services, which prevents or hinders the supply of such services to the **Premises**.

Sub-Section Two: Loss of Gross Revenue

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

(4) Land-based premises of your telecommunications service provider
We will not pay more than £100,000 in respect of any one event.

What IS NOT Insured

What IS Insured

C. Suppliers Extension

This sub-section is extended to cover loss of **Gross Revenue** resulting from interruption of or interference with the **Business** as a result of damage caused by an **Insured Peril** at any of your **Suppliers** premises.
We will not pay more than £100,000 in respect of any one event.

What IS NOT Insured

What IS Insured

D. Customers Extension

This sub-section is extended to cover loss of **Gross Revenue** resulting from interruption of or interference with the **Business** as a result of the following:
Damage caused by an **Insured Peril** at any of your **customers** premises
We will not pay more than £100,000 in respect of any one event.

What IS NOT Insured

What IS Insured

E. Book Debts Extension

This sub-section is extended to cover loss in respect of the Policyholder's books of account or other business books or records at the **Premises** should there be loss covered under either Section Three or Section Four of this Policy and the Policyholder is as a result unable to trace or establish the outstanding debit balances in whole or in part due to them then we will pay:

- (1) the difference between:
 - (a) the outstanding debit balances, and
 - (b) the total of the amount received or traced in respect thereof
- (2) the additional expenditure incurred with our prior consent in tracing and establishing the outstanding debit balances

but not exceeding the limit of liability provided herein which unless amended by endorsement to this policy shall be £25,000.

Outstanding debit balances shall be adjusted for:

- (1) bad debts

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Sub-Section Two: Loss of Gross Revenue

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to customers' accounts in the period between the date to which the last statement relates and the date of the loss, and
- (3) any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figure thus adjusted shall represent as nearly as reasonably practicable that which would have been obtained at the date of the loss had the loss not occurred.

What IS NOT Insured

What IS Insured

F. Bomb Scares, Murder and Suicide Extension
This sub-section is extended to cover loss of **Gross Revenue** resulting from interruption of or interference with the **Business** as a result of the following:

- (1) A bomb scare or bomb in or near the **Premises** which prevents or reduces access to the **Premises** for more than four hours
- (2) A murder or suicide at the **Premises**
We will not pay more than £50,000 in respect of any one event.

What IS NOT Insured

What IS Insured

G. Food or Drink Poisoning and Human Disease Extension

This sub-section is extended to cover loss of **Gross Revenue** resulting from interruption of or interference with the **Business** as a result of the following:

- (1) poisoning directly caused by the consumption of food or drink provided at the **Premises**
- (2) any **Human Disease** which occurs at the **Premises**.

Provided that under (1) and (2) above the use of the **Premises** is restricted on the order or advise of a competent authority.

We will not pay more than £50,000 in respect of any one event.

What IS NOT Insured

Sub-Section Two: Loss of Gross Revenue

Cessation of Interest

This sub-section, Sub-Section Two – Loss of Gross Revenue, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator or receiver;
 - or
 - (2) any other formal arrangements are made with creditors;
 - or
 - (3) your interest ceases other than by death;
- unless we give our written consent to the contrary.

Claims Settlement Provisions

We will settle a claim for loss of **Gross Revenue** by payment on the basis of reduction in **Gross Revenue** and increase in cost of working, subject to any relevant monetary limit specified in this section. We will pay:

- (1) in respect of reduction in **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** falls short of the **Standard Gross Revenue** because of the loss or damage;
- (2) in respect of increase in cost of working, reasonable and necessary additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which otherwise would have taken place during the **Indemnity Period** because of the loss or damage, up to the amount of the reduction so avoided;

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business** payable out of **Gross Revenue** which cease or are reduced because of the loss or damage.

If during the **Indemnity Period** goods or services are supplied elsewhere than at the **Premises** for the benefit of the **Business** either by you or by others on your behalf the money paid or payable for them will be brought into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

Standard Gross Revenue will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business**, before or after the damage, so that the adjusted figures represent as far as reasonably practicable the results which but for the loss or damage would have been obtained during the **Indemnity Period**.

If your **Business** is in the first year of trading **Gross Revenue** and **Standard Gross Revenue** will reflect the actual figures realised between the date your **Business** started and the occurrence of the loss or damage giving rise to a claim under this section.

Special Condition

Renewal Clause

The Policyholder shall, prior to each renewal of the policy provide us with the **Estimated Gross Revenue** which is applicable for the financial year most nearly concurrent with the ensuing period of insurance. In the absence of this, we will use the last **Estimated Gross Revenue** figure provided by you.

Sub-section Three: Loss of Gross Rental Income

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

A. Loss of Gross Rental Income

- (1) Loss of **Gross Rental Income** resulting from the **Business** at the **Premises** being interrupted or interfered with as a result of loss or damage, caused by an **Insured Peril**, of or to:
 - (a) **Property at the Premises**, provided that payment has been made or liability admitted for the loss or damage under

What IS NOT Insured

A.

Loss resulting from:

- (1) pollution or contamination unless resulting from loss of or damage to **Property at the Premises** or **Neighbouring Property** (not otherwise excluded), caused by:
 - (a) pollution or contamination which itself results from an **Insured Peril**

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Sub-section Three: Loss of Gross Rental Income

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

either Section Three or Section Four of this Policy.

- (b) **Neighbouring Property** (whether the **Premises** or their contents are damaged or not), provided that liability would have been admitted for the loss or damage under either Section Three or Section Four of this Policy had the loss or damage occurred to **Property at the Premises**.

- (2) Reasonable charges incurred only with our prior written consent payable by you to your professional accountants for producing and certifying any information which we request in connection with a claim under this section.

We will not pay more than 133.33% of the **Estimated Gross Rental Income** shown in the Schedule in respect of any one event.

What IS NOT Insured

(b) an **Insured Peril** which itself results from pollution or contamination

- (2) loss of or damage to the property of any supply undertaking from which you obtain electricity, gas, telecommunications or water services, which prevents or hinders the supply of such services to the **Premises**.

Cessation of Interest

This sub-section, Sub-Section Three – **Loss of Gross Rental Income**, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator or receiver;
or
(2) any other formal arrangements are made with creditors;
or
(3) your interest ceases other than by death;
unless we give our written consent to the contrary.

Claims Settlement Provisions

We will settle a claim for loss of **Gross Rental Income** by payment on the basis of reduction in **Gross Rental Income** and increase in cost of working, subject to any relevant monetary limit specified in this section. We will pay:

- (1) in respect of reduction in **Gross Rental Income** the amount by which the **Gross Rental Income** during the **Indemnity Period** falls short of the **Standard Gross Rental Income** because of the loss or damage;
(2) in respect of increase in cost of working, reasonable and necessary additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rental Income** which otherwise would have taken place during the **Indemnity Period** because of the loss or damage, up to the amount of the reduction so avoided;

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business** payable out of **Gross Rental Income** which cease or are reduced because of the loss or damage.

If during the **Indemnity Period**, **Gross Rental Income** is derived from elsewhere other than the **Premises** for the benefit of the **Business** either by you or by others on your behalf the money paid or payable will be brought into account in arriving at the **Gross Rental Income** during the **Indemnity Period**.

Standard Gross Rental Income will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business**, before or after the damage, so that the adjusted figures represent as far as reasonably practicable the results which but for the loss or damage would have been obtained during the **Indemnity Period**.

Sub-section Three: Loss of Gross Rental Income

If your **Business** is in the first year of trading **Gross Rental Income** and **Standard Gross Rental Income** will reflect the actual figures realised between the date your **Business** started and the occurrence of the loss or damage giving rise to a claim under this section.

Special Condition

Renewal Clause

The Policyholder shall, prior to each renewal of the policy provide us with the **Estimated Gross Rental Income** which is applicable for the financial year most nearly concurrent with the ensuing period of insurance. In the absence of this, we will use the last **Estimated Gross Rental Income** figure provided by you.

Sub-Section Four: Increased Cost of Working

This Sub-Section of the Policy is operative only if stated in the Schedule

What IS Insured

A. Increased Cost of Working

- (1) Increased cost of working resulting from the **Business** at the **Premises** being interrupted or interfered with as a result of loss or damage, caused by an **Insured Peril**, of or to:
 - (a) **Property at the Premises**, provided that payment has been made or liability admitted for the loss or damage under Either Section Three or Section Four of this Policy.
 - (b) Landlord's **Buildings** where you are not responsible for insuring the **Buildings** and payment has been made or liability admitted for the loss or damage under an insurance policy covering the interest of the Landlord and liability would have been admitted for the loss or damage under either Section Three or Section Four had the **Buildings** been insured under this Policy.
 - (c) **Neighbouring Property** (whether the **Premises** or their contents are damaged or not), provided that liability would have been admitted for the loss or damage under Either Section Three or Section Four of this Policy had the loss or damage occurred to **Property at the Premises**.
- (2) Reasonable charges incurred only with our prior written consent payable by you to your professional accountants for producing and certifying any information which we request in connection with a claim under this section.

We will not pay more than the Sum Insured shown in the Schedule in respect of any one **Indemnity Period**.

What IS NOT Insured

- A.
- Loss resulting from:
- (1) pollution or contamination unless resulting from loss of or damage to **Property at the Premises** or **Neighbouring Property** (not otherwise excluded), caused by:
 - (a) pollution or contamination which itself results from an **Insured Peril**
 - (b) an **Insured Peril** which itself results from pollution or contamination
 - (2) loss of or damage to the property of any supply undertaking from which you obtain electricity, gas, telecommunications or water services, which prevents or hinders the supply of such services to the **Premises**.

Commercial Combined Insurance Policy

Sub-Section Four: Increased Cost of Working

Cessation of Interest

This sub-section, Sub-section Four – Increased Cost of Working Only, will be made void immediately if, at any time:

- (1) the **Business** is permanently discontinued, wound up or carried on by a liquidator or receiver;
 - or
 - (2) any other formal arrangements are made with creditors;
 - or
 - (3) your interest ceases other than by death;
- unless we give our written consent to the contrary.

Claims Settlement Provisions

Subject to any relevant monetary limit specified in this section we will settle a claim for Increased Cost of Working by payment of the reasonable and necessary additional expenditure incurred with our prior written consent for the sole purpose of

- (1) avoiding or diminishing the reduction in **Gross Profit, Gross Revenue or Gross Rental Income** which otherwise would have taken place during the **Indemnity Period** because of the loss or damage;
- and
- (2) maintaining the **Business** during the **Indemnity Period**.

Section Six: Money

Words or expressions shown in **bold type** are defined in the Definition of Terms at the end of this Section.

What IS Insured

A. Non-negotiable Money

Loss of crossed cheques, crossed girocheques, crossed postal orders, stamped National Insurance cards, National Savings certificates, premium bonds, credit card sales vouchers and VAT purchase invoices, owned by you or for which you are legally responsible in connection with the **Business**.

We will not pay more than £100,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS NOT Insured

A.

- (a) Loss resulting from a business transaction
- (b) Consequential loss, shortage due to errors or omissions, or depreciation in value.
- (c) Loss arising from the fraud or dishonesty of your directors, partners or **Employees** or any member of your household.
- (d) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family.
- (e) Loss from an unattended vehicle.

What IS Insured

B. Other Money

Loss of **Money**

- 1) in the **Premises** during any period in which there is at least one **Responsible Person** in attendance.

We will not pay more than

- (a) £500 for loss from any room left unattended and unlocked unless the **Money** is contained in a locked cupboard, drawer, safe or strongroom and the key is removed from the room

What IS NOT Insured

B.

Loss specifically included in or excluded from the insurance under subsection A of this Section.

- (b) £5,000 in all
in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.
- 2) in the **Premises** during any period in which no **Responsible Person** is in attendance.
We will not pay more than
- (a) £2,500 in all for loss from locked safes or strongrooms
- (b) £500 for any other loss
in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.
- 3) in transit or in a bank night safe.
We will not pay more than £5,000 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.
- 4) in your own home or in the home of a director, partner or authorised **Employee** of your **Business**.
We will not pay more than £500 in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions.

What IS Insured

C. Fraud and Dishonesty: Employees

- 1) Loss of money or goods owned by you or for which you are legally responsible in connection with the **Business**, directly caused by an act of fraud or dishonesty by an **Employee** and committed in the course of the **Employee's** employment by you during the uninterrupted currency of this Section.
We will not pay more than £500 for each **Employee** or £2,500 in all, in respect of all losses discovered in any one Period of Insurance (including any periods allowed for discovery after the termination of this Section), less the **Excess** specified in the Claims Settlement Provisions.
- 2) Reasonable charges payable by you to your professional accountants for producing and certifying the exact amount of loss in connection with a claim under this subsection.

What IS NOT Insured

C.

- 1) (a) Loss arising from any act of fraud or dishonesty by an **Employee**, committed subsequent to the discovery or suspicion of an act of fraud or dishonesty by the same **Employee** which is the subject of a claim under this subsection.
- (b) Loss discovered more than 18 months after the ending of the **Employee's** employment or of the termination of this Section, whichever occurs first.

Commercial Combined Insurance Policy

What IS Insured

D. Personal Accident: Assault

Benefit, as set out below.

If you or any of your directors, partners or **Employees**, in the course of the **Business**, suffer accidental bodily injury as a direct result of assault with intent to steal **Money** we will pay to the injured person

- (i) £5,000 if the injury is, within 12 months of its occurrence, the sole cause of
 - (a) death or
 - (b) complete and permanent loss of the sight of an eye or
 - (c) complete and permanent loss of the use of a hand or foot or
 - (d) permanent total disablement from attending to business or occupation of any kind.

If the person is under 16 years of age at the time of death we will pay £500 only.

- (ii) £25 per week for a period of up to 104 weeks from the date of injury during which that injury alone causes temporary total disablement from attending to the person's usual business or occupation.

We will not pay this Benefit in respect of any person who is under 16 years of age at the time of the injury.

We will not pay more than £5,000 for each person in respect of all injuries arising out of any one accident.

We will also pay

- (iii) up to a total of £250 for related medical expenses which are reasonably and necessarily incurred by the injured person
- (iv) £10 for each 24 hours in hospital, up to a total of £250, if the injury results in the injured person's admission to hospital as an in-patient.

What IS NOT Insured

What IS Insured

E. Clothing and Personal Effects: Assault

Loss of or damage to clothing and personal effects (including security bags, boxes and waistcoats) belonging to you or your directors, partners or authorised **Employees**, as a direct result of assault, in the course of the **Business**, with intent to steal **Money**.

We will not pay more than £500 for each person in respect of any one event.

What IS NOT Insured

Section Six: Money - Claims Settlement Provisions

General

- (i) We will not be liable to make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.
- (ii) **Excess:** An **Excess** of £100 will apply to each claim for loss of **Money**.
If a claim is made under more than one Section or subsection of this Policy for loss or damage caused at the same time by the same event only one **Excess** will apply.

Property

We will settle a claim for loss of or damage to property on the following basis by payment or, at our option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

- (i) **Money:** Payment of the amount of **Money** lost.
- (ii) **Other Property:** The cost of repair or of replacement as new at current prices if an item is totally lost or destroyed, less a deduction for any depreciation and wear and tear.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

Personal Accident: Assault

We will settle a claim for Benefit by payment of the relevant amounts specified in this Section. We will pay weekly Benefit only when the total amount payable for the claim has been agreed.

Section Six: Money - Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, in the Schedule for this Section or in any Endorsements to this Section.

Alarmed Premises: means the **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**.

Buildings: means the principal building and its outbuildings, including landlord's fixtures and fittings therein and walls, gates and fences, at the Risk Address specified in the Schedule.

Business: means the Business specified in the Schedule.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with you
- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme while working for you in connection with the **Business**.

Excess: means the amount of the claim which is to be borne by you. We will deduct that amount from the amount payable in respect of the claim after the application of any relevant monetary limit specified in this Section.

Intruder Alarm System: means an intruder alarm system, comprising all component parts including the means of communication used to transmit signals.

Keyholder(s): means you or any person or keyholding company authorised by you who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**, attend, and allow access to the **Premises**.

Maintenance Contract: means a contract to provide both corrective and preventive maintenance with the installing company or such other company, as agreed with us.

Money: means cash, bank notes, cheques, girocheques, postal orders, current postage stamps, National Insurance Stamps, holidays-with-pay stamps, trading stamps, National Savings Certificates and stamps, premium bonds, luncheon vouchers, gift tokens, consumer redemption vouchers, credit card sales vouchers and VAT purchase invoices, owned by you or for which you are legally responsible in connection with the **Business**.

Premises: means those parts of the **Buildings** occupied by you in connection with the **Business**.

Responsible Person: means you or any person authorised by you to be responsible for the security of the **Premises**.

Commercial Combined Insurance Policy

General Exclusions

- 1. Geographical Limits:** This Policy does not insure any damage, loss, injury or liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except as specifically set out in the Policy.
- 2. Sonic Bangs:** This Policy does not insure loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 3. War Risks:** This Policy does not insure any loss or damage directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising civil war, military rising mutiny rebellion revolution insurrection military or usurped power or martial law or confiscation destruction or requisition by order of the government or any public authority. (Not applicable to Section Two: Employers Liability).
- 4. Nuclear Risks:** The Policy does not insure
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 5. Terrorism and Civil Commotion:** This Policy does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or any consequential loss in connection with
 - (i) (a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except under Section Two, Subsection A where we will not pay more than £5,000,000 (including any costs and expenses incurred) in respect of all events arising out of any one occurrence from any Acts or Act of Terrorism.
(b) In Northern Ireland, other than insurance under Sections One and Two, Civil Commotion.
 - (ii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

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

If we allege that by reason of this exclusion any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 6. Data Recognition:** This Policy does not insure
 - (a) under Section One, any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property is owned by you or not
and
 - (b) under Section Three loss or damage and under Section Five, loss of Gross Profit, Gross Revenue or Gross Rental Income (as defined in Section Five), directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property is owned by you or not
and

- (c) under subsections A, B and C of Section Six, loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property is owned by you or not
- (i) to correctly recognise any date as its true calendar date
 - (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
 - (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

But under Section Three and Section Five this will not exclude subsequent loss or damage or loss of Gross Profit, Gross Revenue or Gross Rental Income (as defined in Section Five) not otherwise excluded, which itself results from an Insured Peril (as defined in Section Three and Section Five).

7. Electronic Data

A. Electronic Data:

- (a) Sections Three, Four, Five and Six of this Policy do not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion

- (i) Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
 - (ii) Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logical bombs'.
- (b) In the event, however, that a peril listed below results from any of the matters described in paragraph (a) above this Policy, subject to all its terms, conditions and exclusions, will cover physical damage to property directly caused by such listed peril but only to the extent that cover is operative under the relevant Section of this Policy.

Listed Perils: Fire, Explosion

B. Electronic Data Processing Media Valuations:

Should electronic data processing media suffer physical loss or damage insured by one of the Sections of this Policy set out in A. (a) above, then the basis of valuation will be the cost of the blank media plus the cost of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media. This Policy, however, does not insure any amount pertaining to the value of such Electronic Data to you or any other party even if the Electronic Data cannot be recreated, gathered or assembled.

Commercial Combined Insurance Policy

Making a claim under your Policy

Should you need to make a claim under your Policy please contact the Claims Department at Cornish Mutual, CMA House, Newham Road, Newham, Truro, TR1 2SU, Tel 01872 277151, Fax 01872 263932, Email claims@cornishmutual.co.uk.

If writing to the above address, please mark your letter for the attention of the Claims Department.

Please ensure you are able to provide details of the Policyholder and the Policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we acknowledge receipt of your email.

Conditions

- 1. Observance of Terms:** Anyone claiming indemnity or benefit under this Policy must comply with its terms as far as they can apply.
- 2. Precautions:** You must take all reasonable precautions to reduce or remove the risk of loss, damage, liability or injury.
- 3. Alteration of Risk:** You must obtain our written consent before any alteration is made which increases the risk of loss, damage, liability or injury.
- 4. Notification:** You must report any damage or loss to us as soon as reasonably possible and notify the police immediately of any loss of money or any damage or loss caused by theft, attempted theft, riot or malicious persons. You must send any claim by a third party or notice of proceedings to us immediately. No expense in making good damage may be incurred without our consent except for emergency repairs to prevent further loss or damage.
- 5. Conduct of Claim:** You must provide us with such proofs, evidence, certificates and assistance as we may reasonably ask for in connection with any claim. No property may be abandoned to us. We will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without our written consent.
- 6. Other Insurance:** We will not make any payment for any claim that results from an incident that is covered by any other insurance that you hold, in the event that any other policy that you hold with any other insurance company excludes payment under that policy where more than one insurance exists.
Where any other insurance policy that you hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that we will pay the appropriate rateable proportion.
- 7. Cancellation:** There is a 14 day cooling off period from the date you receive your documents. If you decide to cancel the Policy during this time or at any stage during your policy year, we will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium.
We may cancel your Policy by sending at least seven days' notice in writing by recorded delivery to your last known address. We will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium.
- 8. Failure to fairly present the risk:** It is your duty to make a fair presentation of your business to us. If you fail to do this and the failure is deliberate or reckless we may
 - refuse all claims
 - cancel the Policy from the beginning and retain all premiums paid.If the failure is non-deliberate or non-reckless we may
 - cancel the Policy from the beginning but we will refund your premium
 - apply different terms which may proportionately affect any claim payment.
- 9. Fraudulent Claims:** If you make any claim which is fraudulent or false no payment shall be made. We may, by giving notice to you, cancel the Policy with effect from the date of the fraudulent act.

Our Service To You

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us

Making a complaint to Cornish Mutual Assurance Company Ltd

Your feedback is valuable to us and can help to improve our service. If you have a complaint please let us know by contacting our Managing Director using the details below

The Cornish Mutual Assurance Company Ltd

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

E-mail: askus@cornishmutual.co.uk

Responding to your complaint

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint

Resolving your complaint

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give you can contact the Financial Ombudsman Service to let them know

The Financial Ombudsman Service

They can be contacted on:

Exchange Tower, London E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service

Commercial Combined Insurance Policy

Data Protection - Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at www.cornishmutual.co.uk/privacy-policy or you can contact us to request a copy.

What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

Using your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

Using and sharing your data for marketing & marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: askus@cornishmutual.co.uk.

Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or askus@cornishmutual.co.uk or by writing to CMA House, Newham Road, Truro TR1 2SU.

Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

CC Sept 2018



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

email: askus@cornishmutual.co.uk
www.cornishmutual.co.uk

