



Shops, Offices & Leisure Insurance

Policy Wording

This document contains the terms and conditions of your insurance policy, along with other important information you need to know. Please read it carefully and keep it for future reference.

We get you, you get insurance.

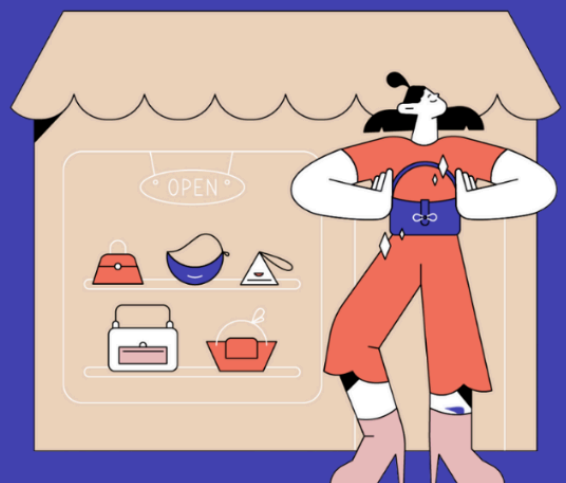




Table of Contents

Table of Contents	2
Definitions	3
Introduction	7
Your Duty to Provide Accurate Information	8
Claims	9
Complaints Procedure	12
General Conditions	14
General Exclusions	21
Section 1: Property Damage (Material Damage)	26
Section 2: Public and Products Liability	34
Section 3: Business Interruption	38
Section 4: Money & Assault	42
Section 5: Goods in Transit	45
Section 6: Loss of Licence	48
How to Make Changes to Your Policy	51
Regulatory and Authorisation Information	52
Data Protection	54
Additional Support	56

Definitions

The following definitions apply throughout this Policy. Words and phrases defined in this section have the meanings given to them below and apply throughout the Policy and the Policy Schedule

- **Accident** — A sudden, unexpected, specific event causing injury or damage.
- **Accidental Damage** — Sudden, unforeseen, and unintended physical damage to the Property Insured, not otherwise excluded.
- **Administrator** — Pro MGA Solutions Limited trading as Lukango Ltd (“Lukango”), acting as agent of the Insurer to arrange, administer and service this Policy.
- **All incidents occurring in any one period of insurance** — Each individual incident (or series of related incidents) is covered up to the full limit. This limit applies separately to each incident occurring during the Policy Period.
- **Annual Turnover** — The Turnover during the 12 months immediately before the date of the Damage.
- **Any one incident** — Each individual claim (or series of related claims) is covered up to the full limit, and this limit applies separately to every claim made during the Policy period.
- **Appointed Representative** — A solicitor, barrister, or suitably qualified person appointed to act on behalf of the Insured under this Policy.
- **Average Clause (Underinsurance)** — If at the time of Damage the Sum Insured is less than the full value of the property insured, Our liability is limited to the same proportion that the Sum Insured bears to the full value.
- **Bodily Injury** — Injury caused by violent and external means, verifiable by medical report.
- **Buildings** — The structure of the Premises including landlords’ fixtures and fittings, outbuildings, walls, gates, fences, yards, forecourts, car parks, and underground pipes, cables, and drains, all belonging to You or for which You are legally responsible.
- **Business** — The business activity of the Insured as written in the Schedule.
- **Claim** — Any request or demand for indemnity, compensation, damages, or legal costs under this Policy.
- **Claims Handler** — Reserv Claims Analysis, LLC – the third party appointed by the Insurer to manage or administer claims on its behalf.
- **Consignment** — Goods sent at one time in one or more packages and/or in one load.
- **Contents** — Plant, machinery, tools, shop fittings, trade fixtures, electronic equipment (including computers and peripherals), office furniture and furnishings, tenant’s improvements, and all other general contents used in connection with the Business, belonging to You or for which You are legally responsible at the Premises, including portable items temporarily removed within Great Britain.



- **Damage** — Physical loss, destruction, or damage to property used by the Insured at the Premises, caused by an insured peril.
- **Date of Loss** — The date on which the licensing authority makes an order of forfeiture, suspension, withdrawal, or refusal. Written evidence must be supplied within 30 days.
- **Earthquake** — Sudden vibration or movement of the earth's crust causing ground movement and structural damage.
- **Employee** — Anyone working for You under a contract of service or apprenticeship, labour-only agreement, or under Your control.
- **Excess** — The first amount of any claim which You must bear, as shown in the Schedule.
- **Falling Trees and Aerials** — Damage caused by the impact of falling trees, branches, telegraph poles, aerials, or satellite dishes.
- **Fair Presentation of Risk** — Your duty to disclose every material fact in a clear and accessible manner and not misrepresent information when arranging, amending, or renewing this Policy.
- **Hold-up** — Being held up or threatened with violence in order to hand over Money.
- **Increased Cost of Working (ICOW)** — The additional expenditure necessarily and reasonably incurred to avoid or reduce a reduction in Turnover, provided the cost is not greater than the loss avoided.
- **Indemnity Period** — The period beginning with the occurrence of the Damage and ending not later than the maximum period shown in the Schedule during which the results of the Business are affected.
- **Injury** — Death, bodily injury, illness, or disease.
- **Insured / You / Your** — The person, business, or company named in the Schedule.
- **Insured Event** — An incident or dispute giving rise to a claim under this Policy.
- **Insured Perils** — The causes of loss or damage insured under the Property Damage Section, including fire, lightning, explosion, aircraft, riot, malicious persons, storm, flood, escape of water, leakage of fluids, impact, theft, sprinkler leakage, earthquake, subsidence, and accidental damage, unless otherwise excluded.
- **Insurer** — Certain Underwriters at Lloyd's led by Carbon Syndicate 4747, as specified in the Schedule. The Insurer is responsible for underwriting this Policy and paying claims.
- **Interruption / Interference** — The disruption or reduction of the Business resulting from Damage.
- **Licence** — Any licence, certificate, or permit issued under the Licensing Acts authorising the sale of alcohol at the Insured Premises.
- **Loss of Licence** — The forfeiture, suspension, withdrawal, or refusal to renew a Licence by the licensing authority during the Period of Insurance.
- **Money** — Cash, coins, bank notes, current postage stamps, postal orders, unused units in franking machines, and similar negotiable items belonging to the Insured.



- **Peril** — A specific cause of loss or damage insured by this Policy.
- **Permanent Total Disablement** — Inability, due to physical injury, to engage in any gainful occupation permanently.
- **Period of Insurance** — The period stated in the Schedule during which this Policy remains in force, unless cancelled in accordance with its terms.
- **Pollution** — Contamination of land, water, or air by any substance causing harm.
- **Premises** — The address or addresses named in the Schedule where the Business is carried on, including outbuildings and yards within the same site boundary.
- **Products** — Goods supplied, sold, or distributed in connection with Your Business.
- **Property / Goods** — Tangible goods belonging to, or for which, the Insured is responsible, while in Transit.
- **Property Insured** — Buildings, Contents and Stock at the Premises, as detailed in the Schedule.
- **Prospects of Success** — Greater than a 51% chance, as reasonably assessed by the Insurer, of successfully pursuing or defending a legal action.
- **Reinstatement Basis** — Settlement of a claim based on the cost of rebuilding, repairing, or replacing property with new materials of similar kind and quality, subject to the terms of the Policy.
- **Robbery** — The taking of Money by threat or use of violence.
- **Sprinkler Leakage** — Accidental discharge or leakage of water or other extinguishing fluid from an automatic sprinkler installation or other fixed fire extinguishing system.
- **Standard Construction** — Buildings constructed of brick, stone, or concrete walls and with a roof of slate, tile, asphalt, metal, or concrete, excluding any thatch or composite panels.
- **Standard Turnover** — The Turnover during the period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.
- **Stock** — Raw materials, work in progress, finished goods, merchandise, or goods in trust or on commission for which You are responsible.
- **Subsidence** — Downward movement of the ground supporting the Premises other than settlement. Ground Heave means the upward movement of the ground beneath the building as a result of soil expansion. **Landslip** means the downward movement of sloping ground.
- **Sum Insured** — The amount shown in the Schedule representing the maximum We will pay under this Policy for the Property Insured.
- **Territorial Limits** — Great Britain.
- **Theft** — Loss or damage following forcible and violent entry to or exit from the Premises, or any attempted such entry or exit.
- **Tobacco Products** — Tobacco, cigarettes, cigars, vaping products, electronic nicotine delivery systems, and any goods containing tobacco or nicotine intended for sale.



- **Transit** — The movement of the Goods from the time they are collected for transit and loaded on a conveyance, through to unloading at the destination, including loading, unloading, and temporary storage.
- **Turnover** — The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business.
- **Unoccupied** — Premises that are closed for business and not in use for a continuous period of more than 30 consecutive days.
- **Vehicle / Conveyance** — Any motor vehicle, trailer, or other means of transport used by You or on Your behalf for the carriage of Goods in connection with the Business.
- **We / Us / Our** — The Insurer



Introduction

Welcome to Your Lukango Shops, Offices & Leisure Insurance.

This Policy, together with your Policy Schedule, any Endorsements, and any written confirmations of cover, forms the contract of insurance between You and Us.

The Insurer is responsible for underwriting this Policy and paying claims. Pro MGA Solutions Limited trading as Lukango Ltd ("Lukango") acts as the Insurer's agent to arrange, administer and service the Policy, including customer support, policy changes and coordination of claims. Where administrative functions are carried out by Lukango, it does so on behalf of the Insurer.

In return for the premium You pay, We agree to provide only the cover(s) shown as selected in your Policy Schedule, subject to the terms, conditions, exclusions and limits set out in this Policy, your Policy Schedule and any Endorsements.

Any cover described in this Policy wording that is not shown as selected in your Policy Schedule does not apply and is not insured.

Please read this Policy carefully and keep it safe. It explains what is covered, what is not covered, and what you must do if something goes wrong.

If there is any conflict between this Policy wording and the Policy Schedule or an Endorsement, the Policy Schedule/Endorsement will take precedence.

For how to claim, make changes to your Policy, complain, or learn how we handle your data, please see How to Make a Claim, How to Make Changes to Your Policy, Complaints Procedure, and Data Protection.



Your Duty to Provide Accurate Information

We rely on the information you provide when arranging, renewing, or amending your Policy. You must take care to ensure that all statements are complete and accurate to the best of your knowledge and belief, and that you disclose all relevant facts and circumstances that may affect the cover.

If information is wrong or incomplete, this may affect your Policy or the amount we pay for a claim. We will act fairly and in accordance with the Insurance Act 2015.

Depending on the circumstances, we may:

- amend the terms of your Policy;
- charge an additional premium or reduce a claim payment proportionately;
- cancel your Policy or decline cover from the date of change; or
- if the misrepresentation is deliberate or reckless, treat the Policy as if it never existed.

Please tell Lukango as soon as possible if anything changes that could affect your insurance, such as a change to your business activities, premises, or risk profile.



Claims

If You suffer a loss or become aware of an event that may give rise to a claim under this Policy, You must notify the Insurer or its appointed Claims Handler as soon as possible. Lukango may assist in routing Your claim notification to the Insurer or its appointed Claims Handler. Prompt notification helps ensure We can take the necessary steps to protect Your interests and manage the claim efficiently.

1. How to Notify a Claim

You can notify a claim using one of the following methods:

- **By Email:**
 - **New Claims Email:** new.claimuk+lukango@reserv.com
 - **Existing Claims Email:** claimsuk+lukango@reserv.com
- **By Telephone:** 0203 885 2228

The contact details above are for the Insurer and its appointed Claims Handler. Communications may be routed via Lukango, acting on behalf of the Insurer. You may also contact Lukango if You require assistance in following up on the progress of Your claim.

When notifying a claim, please provide:

- Your Policy number
- The date, time, and location of the incident
- A clear description of what happened
- Details of any loss, damage, or injury
- Where applicable, contact details for any third party involved

If the incident involves theft, malicious damage, or another criminal act, You must also report the matter to the police and obtain a crime reference number.

If You become aware of a circumstance that could lead to a third-party claim (for example, if someone alleges injury or property damage caused by You), You must notify Us immediately and **not** admit liability, offer payment, or agree any settlement without Our written consent.

2. Information We May Require

To help Us assess and process Your claim promptly, You may be asked to provide:



- Photographs, invoices, or receipts showing the value or condition of the property affected
- Evidence of ownership or purchase
- Copies of any correspondence, reports, or witness statements
- A completed claim form or online declaration
- Access to damaged property for inspection or assessment

Please retain damaged items or evidence until We confirm whether they are required for examination.

3. What Happens Next

Once We receive Your claim, We or Our appointed claims handler will:

1. Acknowledge receipt and issue a claim reference number;
2. Review the information provided and, if necessary, appoint a loss adjuster or other specialist to assist;
3. Keep You informed throughout the process, explaining what additional information or action is required; and
4. Settle valid claims promptly and fairly in accordance with the Policy terms and conditions.

In certain cases, We may authorise immediate emergency repairs to prevent further loss or damage.

4. Claims Investigation and Recovery

We may take over and conduct any investigation or legal proceedings in Your name in connection with a claim, including any right of recovery against a third party. You must provide all information, documents, and cooperation reasonably required to support this process.

5. Fraudulent Claims

If You or anyone acting on Your behalf makes a fraudulent or exaggerated claim, provides false documentation, or misrepresents facts to support a claim, We may:

- Refuse to pay the claim in whole or in part;
- Recover any payments already made; and
- Cancel the Policy from the date of the fraudulent act, retaining any premium paid.



Where fraud is committed by someone other than You, We may apply these remedies only to that person's claim.



Complaints Procedure

1. How to Make a Complaint

If You have a complaint, please contact the Insurer using the details below. You may also contact Lukango, who can assist in routing your complaint.

- By Email: Complaints@carbonuw.com

Please provide:

- Your name and contact details
- The Policy number and claim reference (if applicable)
- A clear description of the issue and what You would like Us to do

We will acknowledge receipt of Your complaint promptly, investigate the matter fairly, and aim to resolve it as soon as possible.

If the complaint relates to a claim, it may be referred to the Insurer's or claims handler's complaints team, who will follow their own regulated complaints process. Lukango may assist in facilitating communication on Your behalf to ensure a consistent and timely response.

2. Our Complaints Process

Once We receive Your complaint:

We will acknowledge it promptly and aim to resolve it within three business days where possible.

If We cannot resolve it within this time, We will confirm when You can expect a full response.

We will keep You informed throughout the process and provide a final response within eight weeks, setting out Our findings, any corrective action taken, and Your right to refer the matter further if You remain dissatisfied.

3. If You Are Not Satisfied

If You are not satisfied with Our final response, or if eight weeks have passed and You have not received a resolution, You may refer Your complaint to the Financial Ombudsman Service (FOS).



The FOS provides a free and independent service for eligible complainants.

You can contact the FOS by:

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

Website: www.financial-ombudsman.org.uk

You must refer Your complaint within six months of the date of Our final response letter.

Referring a complaint to the Ombudsman does not affect Your legal rights.

4. Financial Services Compensation Scheme (FSCS)

The Insurer underwriting this Policy is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if the Insurer is unable to meet its financial obligations.

The level and extent of compensation depend on the type of insurance and the circumstances of the claim.

Further information is available from:

- FSCS, PO Box 300, Mitcheldean, GL17 1DY
- Phone: 0800 678 1100
- Website: www.fscs.org.uk

5. Commitment to Fair Outcomes

At Lukango, we are committed to continuous improvement. All complaints are logged, reviewed, and analysed to identify root causes and enhance Our service standards.

We use complaint insights to ensure Our products and processes deliver good outcomes, in line with the FCA's Consumer Duty.



General Conditions

The following General Conditions apply to the whole of this Policy and to all Sections, Endorsements, and Extensions.

These Conditions form part of the contract between You and Us. They set out obligations that must be met by both parties. Failure by You to comply with these Conditions may result in claims being reduced, delayed, or declined, and may affect Your right to indemnity under one or more sections.

Other special conditions that apply only to specific Sections will be shown in those Sections.

1. Alarm and Security Requirements

Where alarm systems, locks, safes, shutters, CCTV, or other security measures are required by Us or stated in the Schedule, You must ensure that:

- A. such systems are installed and maintained in efficient working order by competent persons;
- B. all keys and codes are removed from the Premises when closed or unattended;
- C. all protective devices are in operation whenever the Premises are closed for business or left unattended; and
- D. such systems are not withdrawn, varied, or altered without Our prior written consent.

Failure to comply with this condition may result in cover being restricted or a claim being declined.

2. Alteration or Change in Risk

You must notify Lukango immediately if, during the Period of Insurance, there is any change in circumstances that materially affects the risk insured.

Material changes include, but are not limited to:

- a change in the nature of Your business or trading activities;
- alterations to buildings or security protections;
- changes in occupancy, business operations, or location;
- insolvency, administration, or liquidation.

Upon receipt of such notice, We may:



- A. amend the Policy terms or premium;
- B. impose additional conditions; or
- C. cancel this Policy if We can no longer provide cover on reasonable terms.

If You fail to notify Lukango, We may treat the Policy as if different terms applied, charge an additional premium, or treat the Policy as void from the date of change, depending on what We would have done had We known.

3. Arbitration

If We have accepted liability for a claim but there is a dispute about the amount payable, the dispute will be referred to an independent arbitrator appointed jointly by You and Us under the Arbitration Act 1996 or any subsequent legislation.

You must wait for the arbitrator's decision before taking legal action against Us.

4. Automatic Renewal

If You pay Your premium by direct debit or another instalment method, We may automatically renew Your Policy at the end of each Period of Insurance, using the same payment method.

We may vary the terms, conditions, and premium at renewal. If You do not wish to renew, You must inform Lukango before the renewal date.

Where renewal is automatic, We will provide You with notice of the new premium and terms before the renewal date in accordance with regulatory requirements.

5. Average (Underinsurance)

If, at the time of any loss or damage, the total sum insured is less than the full value of the property, You will be deemed to be self-insured for the difference and will bear a proportionate share of the loss.

For example, if the sum insured represents only 50% of the full value, We will only pay 50% of the amount of any claim (less any applicable excess).

It is therefore important that the sums insured under this Policy represent the full value of the property at all times.

6. Cancellation

By You



You may cancel this Policy at any time by contacting Lukango using the contact details set out in the 'How to Make Changes to Your Policy' section, including by telephone or in writing.

If You cancel this Policy within 14 days of receiving Your Policy documents or renewal notice (the cooling-off period), and no claim has been made, We will refund any premium paid in full. In these circumstances, the Policy will be deemed to have been void from inception.

If You cancel this Policy after the cooling-off period, We will refund a proportionate premium for the unexpired period of insurance, subject to a minimum retained amount to cover administrative costs, unless a claim has been made or is pending.

By Us

We may cancel this Policy by giving You at least 14 days' written notice sent to Your last known address.

We may cancel this Policy immediately in the event of fraud, deliberate misrepresentation, or non-payment of premium.

We may also cancel this Policy for non-payment of premium, including where instalments are missed or payments cannot be successfully collected, in accordance with Clause 21 (Premium and Payments)

Where this Policy is cancelled by Us due to fraud or deliberate misrepresentation, the Policy will be void from inception and no premium will be refunded.

In all other circumstances where We cancel this Policy, We will refund a proportionate premium for the unexpired period of insurance, subject to any minimum premium, unless a claim has been made or is pending.

Please be aware that once this Policy has been cancelled, You may not be covered for any work carried out prior to the cancellation date. For full details of how cancellation affects cover, please refer to the relevant Section conditions and Claims Conditions of this Policy.

7. Claims Conditions

In the event of an incident that may give rise to a claim, You must:

- A. notify Us or our appointed Claims Handler as soon as reasonably practicable, providing full details of the event;

- B. provide all information, documents, and assistance We reasonably require, and cooperate with Us or any appointed representative in the investigation, defence, or settlement of any claim;
- C. take immediate and reasonable steps to prevent or minimise further loss, damage, or injury;
- D. not admit liability, make any offer, promise, or payment, or agree any settlement without Our prior written consent; and
- E. allow Us to take over and conduct any investigation, defence, or settlement of a claim in Your name.

8. Contribution and Other Insurance

If, at the time of loss, there is any other insurance covering the same risk, We will only be liable for Our proportionate share.

Where another Policy covers the same loss but provides different limits, excesses, or terms, this Policy shall only operate in excess of that other insurance.

You must disclose to Us the existence of any other insurance that may cover the same risk.

9. Cooling-Off Period

If You are not satisfied with this Policy, You may cancel it within 14 days of receiving the Policy documentation or renewal notice.

If You cancel this Policy within 14 days of receiving Your Policy documents or renewal notice (the cooling-off period), and no claim has been made, We will refund any premium paid in full. In these circumstances, the Policy will be deemed to have been void from inception.

This right applies only at the start of the initial Period of Insurance or immediately following renewal.

10. Discharge of Liability

We may, at any time, pay the applicable Limit of Indemnity (after deduction of any sums already paid) in settlement of any claim under this Policy.

Upon such payment, We shall be under no further liability in respect of that claim, other than for costs and expenses incurred prior to the date of payment and with Our written consent.

Where We elect to exercise this right, You shall provide all cooperation reasonably required to conclude the matter.

11. Fair Presentation of Risk

You must ensure that all information provided to Us prior to inception, renewal, or variation of this Policy is complete, accurate, and made in good faith.

If You fail to make a fair presentation:

- A. where the failure is deliberate or reckless, We may treat this Policy as void from inception and retain the premium;
- B. where the failure is neither deliberate nor reckless, We may apply proportionate remedies, including:
 - adjusting the terms retrospectively;
 - charging an additional premium;
 - reducing or refusing a claim; or
 - cancelling the Policy and refunding the unused premium.

We will act fairly and proportionately in applying these remedies.

12. Fraud

If You or anyone acting on Your behalf:

- A. makes a fraudulent or exaggerated claim;
- B. uses fraudulent means or forged documents;
- C. makes a false statement; or
- D. deliberately causes or conceals a loss;

We may:

- refuse to pay the claim;
- recover any sums already paid; and
- cancel the Policy from the date of the fraudulent act without refunding any premium.

Where fraud is committed by a person other than You, We may apply these remedies only to that person's claim.

13. Governing Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales, and any dispute arising under or in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.



14. Legal Representatives

If You die, We will insure Your legal personal representatives in respect of any liability previously incurred by You under this Policy, provided that they observe and fulfil all applicable terms, conditions, and obligations.

15. Reasonable Precautions

You must take all reasonable steps to:

- A. prevent or minimise loss, damage, or injury;
- B. maintain property, plant, and equipment in sound condition; and
- C. comply with all statutory obligations, byelaws, and safety regulations relevant to Your business.

Failure to do so may result in a claim being reduced or refused.

16. Sanctions

We will not provide any cover or make any payment where doing so would expose Us to any trade or economic sanctions, prohibitions, or restrictions imposed by Great Britain, the European Union, or the United States of America.

17. Sprinklers and Fire Protection

Where sprinkler systems, fire alarms, or other fire protection equipment are required by Us or stated in the Schedule, You must ensure that such systems are maintained in efficient working order and remain in operation whenever the Premises are closed or unattended.

You must notify Lukango immediately if any such system becomes impaired, is withdrawn, or ceases to operate.

18. Subrogation

We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, and to take proceedings in Your name for Our benefit to recover any payment made under this Policy from any third party.

You must provide all assistance We reasonably require in exercising these rights.

19. Third Party Rights



No person or entity other than You or Us may enforce any term of this Policy under the Contracts (Rights of Third Parties) Act 1999, except as expressly stated within this Policy.

20. Unoccupied Buildings

If any Premises become unoccupied for more than thirty (30) consecutive days, You must notify Lukango immediately.

Cover will be restricted to loss or damage caused by fire, lightning, explosion, or aircraft only.

During any period of unoccupancy, You must ensure that:

- A. all mains services are isolated (except those required to maintain essential protection systems);
- B. the Premises are secured against unauthorised entry; and
- C. the Premises are inspected internally and externally at least once every seven (7) days, with written records kept of each inspection.

21. Premium and Payments

The premium must be paid either annually in advance or monthly by installments using a continuous card payment method.

By choosing to pay monthly, You authorise Us to collect instalments automatically using the card details You have provided. You must ensure that Your payment details remain valid and that sufficient funds are available when payments are due.

If any premium or installment is not paid when due, We may attempt to collect the payment up to three times. If payment is not successfully collected, We may cancel this Policy in accordance with the Cancellation section. Cancellation due to non-payment will be treated as cancellation for non-payment of premium.



General Exclusions

The following exclusions apply to all Sections, Endorsements, and Extensions of this Policy.

We shall not be liable in respect of any claim, loss, destruction, damage, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the matters listed below, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

1. Communicable Diseases

We will not cover any loss, damage, liability, cost, or expense directly or indirectly caused by, resulting from, arising out of, or in connection with:

- A. any communicable disease, or
- B. the fear, threat, or suspicion (whether actual or perceived) of a communicable disease whether or not a pandemic or epidemic has been declared.

This exclusion shall apply irrespective of any other contributing cause or event.

Exception: This exclusion shall not apply where specific cover for notifiable or named diseases is expressly granted under this Policy by endorsement.

2. War, Terrorism, and Civil Commotion

Loss, destruction, damage, cost, or expense directly or indirectly caused by, contributed to by, or arising from:

- A. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
- B. acts of terrorism, meaning the use or threat of force or violence for political, religious, ideological, or similar purposes intended to influence any government or to put the public in fear;
- C. confiscation, requisition, seizure, or destruction by any government or public authority;
or
- D. civil commotion in Northern Ireland.

For the purposes of this exclusion, any action taken in controlling, preventing, or suppressing any act of terrorism shall be deemed to fall within this clause.

3. Nuclear Risks

Loss, damage, liability, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising from:

- A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- B. the radioactive, toxic, explosive, or other hazardous properties of any nuclear installation, reactor, or other nuclear assembly or component; or
- C. any weapon or device employing atomic or nuclear fission or fusion or other similar reaction or radioactive matter.

Exception: This exclusion does not apply to radioactive isotopes, other than nuclear fuel, when such isotopes are prepared, carried, stored, or used for commercial, agricultural, medical, or scientific purposes.

4. Biological / Biochemical Materials

We will not indemnify You for any loss, damage, liability, cost, or expense directly or indirectly caused by, resulting from, or arising out of the actual or threatened release, dispersal, or escape of any biological, biochemical, or bio-toxic substance, microorganism, pathogen, virus, or genetically modified organism.

5. Pollution or Contamination

Loss, damage, liability, cost, or expense arising from or contributed to by pollution or contamination of any kind whatsoever, including but not limited to:

- A. the discharge, dispersal, release, seepage, migration, or escape of pollutants or contaminants; or
- B. the cost of removing, nullifying, or cleaning up pollutants or contaminants.

Exception: This exclusion shall not apply to pollution or contamination resulting directly from a sudden, identifiable, unintended, and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance, provided all reasonable steps are taken to mitigate loss.

6. Asbestos

Any liability, cost, or expense whatsoever arising directly or indirectly out of or in connection with:



- A. the manufacture, mining, processing, distribution, testing, ownership, storage, disposal, sale, use, removal, stripping out, demolition, transportation, or handling of asbestos or materials containing asbestos; or
- B. the exposure to or inhalation of asbestos fibres or dust.

This includes any supervision, instructions, or advice given in connection with the above.

7. Mould / Fungi

We will not indemnify You for any loss, damage, liability, cost, or expense directly or indirectly caused by, resulting from, or arising out of the presence, growth, proliferation, spread, or release of mould, mildew, fungus, spores, or other microbial matter, including any costs of testing for, monitoring, removing, treating, detoxifying, or remediating such substances.

8. Electronic Data, Cyber, and Computer Risks

Loss, destruction, damage, cost, or expense directly or indirectly caused by or arising from:

- A. the destruction, distortion, corruption, alteration, or loss of data, software, or computer systems;
- B. virus, malware, ransomware, or similar mechanism;
- C. hacking, denial of service, or cyberattack; or
- D. any failure, error, or omission in the transmission or processing of data.

Exception: This exclusion shall not apply to subsequent physical loss or damage resulting from a Defined Peril insured under this Policy.

9. Deliberate, Dishonest, or Illegal Acts

Loss, damage, or liability arising from any deliberate, wilful, dishonest, or illegal act or omission by You, any director, partner, or employee, or any person acting on Your behalf.

This includes acts intended to cause loss or to obtain an improper personal or financial advantage.

10. Gradual Causes, Wear and Tear

Loss, damage, or liability resulting from:

- A. wear, tear, gradual deterioration, rust, corrosion, or erosion;
- B. latent defect, faulty design, defective materials, or defective workmanship;

- C. lack of maintenance or failure to take reasonable precautions to prevent loss; or
- D. inherent vice or change in atmospheric or climatic conditions.

11. Territorial Limits

Loss, damage, or liability arising outside Great Britain, which is the territorial limit of this Policy

12. Sonic or Supersonic Waves

Loss, damage, or expense arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

13. Fraudulent Claims

If You, or anyone acting on Your behalf, makes a fraudulent claim or uses fraudulent means or devices to obtain benefit under this Policy, all benefits under this Policy shall be forfeited, and We may recover any sums already paid.

We may also cancel the Policy with immediate effect.

14. Other Insurance (Contribution)

If at the time of any loss, damage, or liability there is any other insurance covering the same risk, We shall not be liable to pay more than Our rateable proportion of the loss.

15. Subrogation

We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, and to take proceedings in Your name for Our benefit to recover any payment made under this Policy from any third party.

16. Reasonable Precautions

You must:

- A. take all reasonable steps to prevent or minimise loss, damage, or liability;
- B. maintain premises, machinery, and equipment in sound condition; and
- C. comply with all statutory obligations, safety regulations, and manufacturer's recommendations relevant to Your business.

Failure to do so may result in a claim being reduced or declined.



17. Unoccupied Premises

Cover for any premises that have been unoccupied for more than thirty (30) consecutive days shall be limited to damage caused by fire, lightning, explosion, and aircraft only.

You must notify Lukango immediately when any premises become unoccupied or cease to be used for normal business operations.

Section 1: Property Damage (Material Damage)

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Insuring Clause

We will indemnify You against Damage to the Property Insured at the Premises during the Period of Insurance caused by any of the Insured Perils described in this Section. The cover includes the reasonable cost of removing debris, dismantling or demolishing damaged property, architects', surveyors', and professional fees incurred in reinstatement, and reinstatement costs required solely to comply with public-authority regulations, subject to the terms, conditions, exclusions, and Sums Insured shown in the Schedule.

Property Insured

Buildings

The structure of the Premises including landlords' fixtures and fittings, outbuildings, walls, gates, fences, yards, forecourts, car parks, canopies, and underground services.

Includes: fixtures and fittings forming part of the structure; outbuildings within the boundary of the Premises; tenants' improvements where not otherwise insured.

Exclusions specific to Buildings: We will not pay for subsidence, ground heave, or landslip unless specifically endorsed in the schedule; property otherwise insured elsewhere; or damage to unoccupied premises.

Eligibility conditions: the Premises must be located in Great Britain; a single insured location only; not built before 1700; solely and fully occupied by You; maintained in good repair with an active maintenance programme; holding a valid Electrical Safety Certificate; where the total flat roof area does not exceed 10% of the total roof area, using no portable heaters, open fires, or composite panels; and being of Standard Construction (brick, stone, or concrete walls with a roof of slates, tiles, asphalt, metal, or mineral slabs).

Contents

Office furniture, furnishings, computers and peripherals (not otherwise insured), plant, machinery, shopfittings, and electronic equipment used in connection with the Business,



tenants' improvements, and general business contents belonging to You or for which You are responsible, while located at the Premises.

Exclusions specific to Contents: We will not pay for loss or damage caused by rust, or corrosion; unexplained disappearance or inventory shortage; loss during installation, testing, or maintenance; contents in the open; or property otherwise insured elsewhere.

Eligibility conditions as per Buildings apply.

Stock

Stock including raw materials, work in progress, and finished goods owned by You or held in trust or on commission.

Exclusions specific to Stock: We will not pay for loss or damage caused by contamination, evaporation, or change in temperature unless resulting from an Insured Peril; damp, or inherent vice; defective packing or marking losses; stock insured elsewhere; or goods in the open. In addition, the maximum We will pay for loss of or damage to Tobacco Products caused by theft or attempted theft is £2,500 any one loss.

Eligibility conditions as per Buildings apply.

Insured Perils (These perils apply to all Property Insured under this Section.)

- A. **Fire, Lightning, Explosion, and Earthquake** – Including explosion of domestic boilers or gas used for domestic purposes. Excluding explosion of steam boilers or other pressure vessels (unless domestic), damage by self-heating or spontaneous combustion, or damage caused by its own fermentation or internal combustion.
- B. **Aircraft and Aerial Devices** – Impact by aircraft, aerial devices, or articles dropped from them. Excluding damage by sonic bangs or supersonic pressure waves.
- C. **Riot, Civil Commotion, Strikes, or Malicious Persons** – Damage caused by riot, civil commotion, strikers, locked-out workers, or malicious acts. Excluding confiscation by any authority, theft unless accompanied by forcible and violent entry, or damage motivated by political or ideological causes.
- D. **Storm, Tempest, or Flood** – Including rainwater, hail, sleet, snow, or wind-driven water. Excluding frost, subsidence, or landslide; damage to gates, fences, or moveable property in the open; or damage due to poor maintenance.
- E. **Escape of Water or Other Liquids** – Escape of water from tanks, apparatus, or pipes, or leakage of beverages, refrigerants, or other liquids. Excluding damage to the apparatus itself, leakage from sprinkler systems (unless insured under Sprinkler Leakage), or damage while the building is unoccupied.

- F. **Impact** – Impact by road vehicles, trains, animals, falling trees, branches, aerials, or satellite dishes. Excluding costs of tree felling or removal unless it causes insured damage, or damage by vehicles owned or operated by You during loading/unloading.
- G. **Theft or Attempted Theft** – Theft involving forcible and violent entry to or exit from the Premises, or following assault or threat of violence. Excluding theft not involving forcible and violent entry, theft by employees or lawful occupants, or theft at unoccupied Premises.
- H. **Sprinkler Leakage** – Accidental discharge of water or extinguishing fluid from a sprinkler installation. Excluding leakage due to corrosion or defect in construction, leakage during alterations, or freezing unless heating maintained. Condition: the sprinkler system must be maintained and inspected at least annually.
- I. **Subsidence, Ground Heave, or Landslip** – Damage caused by movement of the site on which the Premises stand. Excluding damage to yards, car parks, walls, or fences unless the main building is affected; damage due to coastal erosion; or damage during structural alterations, demolition, or excavation. Operative only if shown in the Schedule.
- J. **Accidental Damage** – Sudden, unforeseen, and unintended physical damage not otherwise excluded. Excluding wear and tear, corrosion, mechanical breakdown, gradual deterioration, or defective design.

The detailed definitions, scope, and exclusions applying to each Insured Peril are set out in the *Defined Perils Appendix* at the end of this Section. These definitions form part of this Policy and should be read in conjunction with the Insuring Clause, Exclusions, and Conditions of Section 1.

Extensions (Applicable to All Property)

- A. **Architects' and Professional Fees** – Fees necessarily incurred in reinstatement, excluding claim-preparation costs (limit 15%).
- B. **Removal of Debris** – Reasonable costs for debris removal, dismantling, or demolition (limit 10%).
- C. **Local Authority Requirements** – Additional reinstatement cost to comply with regulations (excluding undamaged property).
- D. **Fire Extinguishing and Gas Flooding Systems** – Cost of refilling or replacing extinguishers and systems (limit £10,000).
- E. **Replacement of Locks and Keys** – Up to £2,500 following theft of keys.
- F. **Temporary Removal** – Property temporarily removed within Great Britain for cleaning, repair, or renovation (limit 10% of Sum Insured).
- G. **Fixed Glass and Signage** – Replacement of fixed glass, external signs, or nameplates damaged by an insured event (limit £10,000).

- H. **Seasonal Increase** – Stock sum insured increases by 25% during November, December, and 30 days before Easter or peak trading periods.
- I. **Capital Additions** – Cover for newly acquired or newly built Buildings and Contents within Great Britain (limit 10% of total Sum Insured).
- J. **Utilities and Metered Services** – Cost of metered water, gas, or electricity accidentally discharged (limit £10,000).
- K. **Automatic Reinstatement of Sum Insured** – The Sum Insured reinstates automatically following a loss, subject to any additional premium.
- L. **Temporary Buildings** – Cover for temporary or portable structures within the Premises boundary (limit £25,000).

Exclusions (Applicable to All Property)

The following exclusions apply to this Section in addition to the General Exclusions of this Policy. We will not indemnify You for:

- A. **Mechanical or Electrical Breakdown** – mechanical or electrical breakdown, failure, or derangement of any plant, machinery, equipment, or apparatus unless such damage results directly from an insured peril otherwise covered under this Section.
- B. **Deep Fat Frying** – any loss or damage directly or indirectly caused by, resulting from, or arising out of the use of deep fat frying equipment or deep fat frying processes at the Premises.
- C. **Wear and Tear / Gradual Deterioration** - loss or damage caused by wear and tear, gradual deterioration, rust, corrosion, damage by vermin, insects, damp, or condensation, mildew, wet or dry rot, inherent vice, defective design, or faulty materials or workmanship.
- D. **Theft Without Forcible and Violent Entry** - loss of or damage to Property Insured caused by theft or attempted theft unless entry to or exit from the Premises involves forcible and violent means, or the theft follows assault or threat of violence against You or Your Employees.

Basis of Settlement

We will at Our option rebuild, repair, or replace the Property Insured; pay the cost of reinstatement; or pay the market value immediately before the Damage. Reinstatement Basis applies if work is carried out without undue delay, on the same site, and costs are actually incurred. If reinstatement is not undertaken, settlement will be on a market value basis.

Average (Under-insurance)



If the Sum Insured is less than the full value of the Property Insured, You will bear a rateable share of the loss.

Conditions Precedent to Liability

You must maintain the Premises in good repair, ensure that any alarms or security protections required by Us are operational, and notify Lukango if the Premises become unoccupied for more than 30 consecutive days. Failure to comply may result in claims being declined or reduced.

Defined Perils Appendix (Property)

For the purposes of Section 1 – Property Damage (Material Damage), the following terms have the meanings set out below. Each peril is subject to the Policy terms, conditions, exclusions, endorsements, and any item-specific limits shown in the Schedule.

Accidental Damage

Sudden, unforeseen, and unintended physical damage to the Property Insured not otherwise excluded. It does not include wear and tear, gradual deterioration, scratching, denting, mechanical or electrical breakdown, defects in design/materials/workmanship, or disappearance/shortage revealed only by inventory.

Aircraft and Aerial Devices

Impact by aircraft, spacecraft, drones legally operating, or other aerial devices, or articles dropped from them. Excludes damage caused by sonic or supersonic pressure waves.

Earthquake

Seismic disturbance including subterranean fire causing sudden ground movement and resultant damage. Secondary damage by fire or explosion remains covered under their respective perils.

Escape of Water

Sudden escape of water from any tank, apparatus, or pipe (including heating and water systems). Excludes damage to the apparatus or pipe due to wear, corrosion, or gradual seepage, and excludes discharge from sprinkler systems (see Sprinkler Leakage).

Explosion

Sudden violent rending by force of expansion of gases or vapours. Includes explosion of domestic boilers and domestic gas appliances. Excludes explosion of steam boilers, economisers, or other vessels under internal pressure (other than domestic) and explosion arising from processes involving the application of heat.



Falling Trees/Branches and Aerials

Impact damage caused by falling trees or branches, telegraph poles, aerials, or satellite dishes. Excludes felling or lopping operations unless accidental, and costs of tree removal where no insured damage has occurred.

Fire

Ignition by flame causing visible fire. Includes damage arising from lightning or earthquake where resulting fire occurs. Excludes scorch, charring, or melting not accompanied by flame; and spontaneous heating/self-heating unless fire ensues, in which case only damage caused by the ensuing fire is covered.

Flood

General and temporary covering of normally dry land by water from outside the Premises, including overflow of watercourses, heavy or prolonged rainfall, surface water run-off, or inundation from the sea. Excludes gradual ingress, rising damp, or failure to maintain gutters/drains.

Impact

Collision by road vehicles, trains, animals, satellite dishes, and similar external objects. Excludes damage caused by vehicles owned or operated by You during loading/unloading and damage inherent in the operation of the property struck.

Leakage of Beverages or Other Fluids

Sudden accidental leakage of stored beverages (including beer, wine, spirits), refrigerants, oils, or similar fluids from fixed storage, pipework, or fixed plant. Excludes contamination or deterioration occurring gradually, and damage to the container or pipe due to wear/corrosion.

Lightning

Atmospheric electrical discharge (lightning strike) causing damage to the Property Insured.

Malicious Persons

Deliberate acts intended to damage the Property Insured by persons other than You or Your Employees. Excludes theft or attempted theft unless involving forcible and violent entry or exit; and damage arising from lawful eviction, repossession, or by persons lawfully on the Premises unless force is used.

Riot, Civil Commotion, Strikes, Locked-Out Workers, Labour Disturbances

Violent disturbance of the public peace by three or more persons with a common intent, and damage directly caused by participants in such disturbances or by strikers/locked-out workers



in furtherance of a trade dispute. Excludes cessation of work; confiscation or requisition by any authority.

Sprinkler Leakage

Accidental discharge or leakage of water or other extinguishing fluid from an automatic sprinkler installation or fixed gas flooding system. Excludes leakage due to corrosion/defect in construction not otherwise sudden and unforeseen, leakage during alterations/extensions, and freezing unless heating is maintained. Requires systems to be maintained and inspected at least annually.

Storm or Tempest

A violent atmospheric disturbance including high winds, gusts, hail, heavy rain, snow, or drifting snow capable of causing damage typical of a storm to a well-maintained building of standard construction. Excludes damage by frost, subsidence/landslip/ground heave, and to gates, fences, or moveable property in the open.

Subsidence, Ground Heave, or Landslip

Downward movement of the ground supporting the buildings (subsidence), upward movement of the ground beneath the buildings due to swelling of the subsoil (ground heave), or downward movement of sloping ground (landslip). Excludes damage to yards, car parks, roads, pavements, walls, gates, or fences unless the main building is affected; damage due to defective design/workmanship/materials; coastal or river erosion; or damage occurring during demolition, structural alteration, or excavation. Operative only if shown in the Schedule.

Theft or Attempted Theft

The dishonest taking of Property Insured at the Premises involving forcible and violent entry to or exit from the Premises, or following actual or threatened violence or assault against You or Your Employees. Excludes theft by Employees or persons lawfully on the Premises; theft not involving forcible and violent entry or exit; theft from open/insecure areas; and theft at unoccupied Premises.

Notes

Where a peril excludes damage to the apparatus/installation itself (e.g., Escape of Water), resultant damage to other insured property may remain covered. Each peril is further subject to any item-specific exclusions under Buildings, Contents or Stock and any Conditions Precedent to Liability in Section 1 – Property Damage (Material Damage).

Limit, Excess & Basis

- **Property Damage**
 - **Buildings Limit:** As stated in Schedule

- **Contents Limit** As stated in Schedule
- **Stock Limit** As stated in Schedule
 - **Tobacco Products Sub-limit:** £2,500 any one loss
- **Material Damage Excess:** As stated in Schedule
- **Subsidence Excess:** As stated in Schedule
- **Basis:** As stated in Schedule

Section 2: Public and Products Liability

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Insuring Clause

We will indemnify You against all sums which You become legally liable to pay as damages, including claimants' costs and expenses, in respect of:

- A. accidental Injury to any person (other than an Employee);
- B. accidental physical loss of, or Damage to, material property;
- C. obstruction, trespass, nuisance, or interference with any right of way, air, light, water, or other easement;
- D. libel, slander, or defamation;
- E. wrongful arrest, detention, imprisonment, eviction, or malicious prosecution, including wrongful accusation of theft or shoplifting.

We will also pay defence costs and expenses incurred with Our written consent, and legal representation fees up to £50,000 in connection with any inquest, inquiry, or statutory hearing relating to an occurrence which may be the subject of indemnity under this Section.

Extensions

The following Extensions apply and are subject to the terms, conditions, exclusions, and limits of this Policy.

A. Court Attendance Compensation

We will compensate You for time spent attending court at Our request in connection with a claim under this Section:

- £500 per day for any director or partner;
- £250 per day for any Employee.

B. Health and Safety Defence Costs

We will indemnify You for legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings under the Health and Safety at Work etc. Act 1974, Consumer Protection Act 1987, or Food Safety Act 1990, up to £250,000 during any one Period of Insurance. We will not pay fines, penalties, or prosecution costs.

C. Data Protection Defence Costs

We will indemnify You for legal costs incurred with Our written consent in the defence



of any prosecution under the Data Protection Act 2018, provided the liability arises in connection with the Business. We will not indemnify You for fines or penalties imposed under any statute or regulation.

D. Indemnity to Principal

Where required by contract, We will indemnify any principal in the same manner as You, provided they observe the terms of this Policy and there is no increase in Our liability.

Exclusions

This Section does not cover liability arising from:

- A. Injury to any Employee arising out of and in the course of their employment.
- B. Damage to property owned by You, or in Your custody or control, other than visitors' personal effects or premises (including fixtures and fittings) temporarily occupied by You for the purpose of work.
- C. Ownership, possession, or use of any motor vehicle, aircraft, or watercraft other than hand-propelled craft not exceeding six metres in length and used on inland waterways.
- D. Professional advice, design, or specification given for a fee or in expectation of a fee.
- E. Pollution or contamination unless caused by a sudden, identifiable, unintended, and unexpected incident which is reported to Us immediately and within 30 days.
- F. Fines, penalties, punitive, or exemplary damages.
- G. Liability arising from asbestos, toxic mould, or similar hazards.
- H. Any cyber incident, data loss, or transmission of a virus or similar electronic risk.
- I. Any Products liability (this is dealt with separately below).

Products Liability

We will indemnify You against all sums which You become legally liable to pay as damages, including claimants' costs and expenses, arising from accidental Injury or Damage caused by any Product sold, supplied, repaired, maintained, or distributed by You, occurring during the Period of Insurance anywhere in the world, provided the Products were supplied from within Great Britain.

We will also pay defence costs and solicitor's fees incurred with Our written consent.

Extensions

A. Consumer Protection Act / Food Safety Act Defence Costs

We will pay legal defence costs and expenses incurred with Our written consent in



connection with criminal proceedings brought under the Consumer Protection Act 1987 or Food Safety Act 1990.

B. Product-to-Product Liability

We will indemnify You for Damage to a Product caused by another Product supplied by You, provided liability would have attached in the absence of this clause.

C. Indemnity to Selling Platforms and Third-Party Distributors

We will indemnify any online selling platform, retailer, or distributor acting on Your behalf, in the same terms as You, provided they comply with the terms of this Policy.

Exclusions

We will not indemnify You for:

- A. The cost of recall, repair, replacement, removal, or loss of use of any Product.
- B. Products knowingly exported by You, or on Your behalf, to the United States of America or Canada.
- C. Products used in or incorporated into aircraft, petrochemical, or offshore installations.
- D. Electrical, electronic, or cosmetic Products unless they are sourced entirely within Great Britain or EU, supplied under written contracts, and fully compliant with applicable safety and regulatory standards.
- E. Contractual liability unless such liability would have existed in the absence of the contract.
- F. Pollution or contamination unless caused by a sudden, identifiable, unintended, and unexpected incident which is reported to Us immediately and within 30 days.
- G. Asbestos or asbestos-containing materials.
- H. Cyber-related risks or electronic data loss.

Conditions

- A. **Notification of Claims** – You must notify Us immediately of any event that may give rise to a claim and provide all information and assistance We reasonably require.
- B. **Conduct and Control** – We may take over and conduct any defence or settlement in Your name. No admission, offer, promise, or payment should be made without Our written consent.
- C. **Reasonable Precautions** – You must take all reasonable steps to prevent accidents, maintain premises and equipment in good repair, and comply with all statutory obligations.
- D. **Jurisdiction** – This insurance applies only to legal actions brought in, and judgments made or recognised by, courts within Great Britain.

Limit, Excess & Basis

- **Public Liability Limit:** As stated in Schedule
- **Products Liability Limit:** As stated in Schedule
- **Legal Defence Costs:** included within the above limits
- **Excess:** As stated in Schedule
 - No Excess applies to claims for Injury.
- **Public Liability Basis:** As stated in Schedule
- **Product Liability Basis:** As stated in Schedule



Section 3: Business Interruption

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Insuring Clause

We will indemnify You for loss of Turnover (as stated in the Schedule) resulting from interruption of, or interference with, the Business carried on by You at the Premises, in direct consequence of Damage to property used by You at the Premises, where such Damage is insured under the Property Damage section of this Policy.

The amount payable shall be:

- A. the reduction in Turnover during the Indemnity Period arising from the interruption of the Business; plus
- B. the Increased Cost of Working necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover; less any savings in charges or expenses which cease or are reduced as a result of the interruption.

Basis of Settlement

The amount payable under this Section shall be calculated as follows:

- A. The amount by which the Turnover during the Indemnity Period falls short of the Declared Turnover as a result of the interruption or interference; plus
- B. The Increased Cost of Working necessarily and reasonably incurred to avoid or reduce the interruption or interference;
- C. Less any savings in insured charges or expenses.

If the Sum Insured is less than the actual annual Turnover for the financial year immediately preceding the Damage, You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly (the Average Clause).

Extensions

The following Extensions apply and are subject to the terms, conditions, exclusions, and limits of this Policy.



A. Accountants' Fees

We will pay the reasonable fees of Your accountants for producing any information required by Us to verify the details of a claim under this Section, provided such fees are not otherwise recoverable under this Policy.

B. Denial of Access (Non-Damage Prevention of Access)

We will indemnify You for loss resulting from interruption of the Business where access to or use of the Premises is prevented or hindered by Damage in the vicinity of the Premises which directly prevents or restricts access. This Extension does not cover loss arising from actions taken to prevent Damage unless such actions are taken by order of a competent authority.

C. Failure of Public Utilities

We will indemnify You for loss resulting from interruption of the Business due to accidental failure of supply at the terminal point of service of electricity, gas, water, or telecommunications. This Extension does not cover loss resulting from deliberate acts of any supplier or authority, strikes, lockouts, labour disturbances, drought, shortage of fuel or water, or failure lasting less than four consecutive hours.

D. Damage at Suppliers' or Customers' Premises

We will indemnify You for loss resulting from interruption of the Business due to Damage at the premises of any direct supplier or customer within Great Britain upon whom Your Business depends. Cover is limited to 10% of the Sum Insured under this Section.

E. Notifiable Disease, Murder, Suicide, or Denial of Access

We will indemnify You for loss resulting from interruption of the Business arising from

- a. occurrence of a notifiable disease at the Premises or within a 25-mile radius;
- b. closure of the Premises by order of a competent public authority as a result of such disease;
- c. murder, suicide, or serious assault at the Premises; or
- d. enforced closure of the Premises due to an incident of public emergency within a 25-mile radius. This Extension does not cover any claim arising from COVID-19, SARS, or any disease declared a pandemic by the World Health Organisation.

F. Computer System Failure (Resulting from Insured Damage)

We will indemnify You for loss resulting from interruption of the Business following Damage to computer or electronic equipment used by You at the Premises, provided such Damage is insured under the Property Damage section of this Policy. We will not cover any loss arising from viruses, denial-of-service attacks, or electronic data corruption unless resulting from insured Damage.

G. Professional Fees and Debris Removal

We will pay reasonable additional costs incurred for professional fees, debris removal, or temporary relocation of operations where necessary to continue the Business



following insured Damage, provided such costs are incurred with Our consent and solely to reduce the interruption.

Exclusions

We will not indemnify You for:

- A. Loss not resulting directly from insured Damage.
- B. Loss arising from confiscation, seizure, or requisition by any public authority.
- C. Reduction in Turnover due to market trends, competition, economic downturn, or other external business conditions.
- D. Losses resulting from deliberate acts or omissions of suppliers, customers, or utilities.
- E. Fines, penalties, or damages for breach of contract.
- F. Loss arising from pollution or contamination unless caused by insured Damage.
- G. Loss of electronic data, or interruption caused by cyber events, viruses, or system failure not resulting from insured Damage.
- H. Loss resulting from war, terrorism, or nuclear risk.

Conditions

- A. **Records and Accounting**
You must maintain accurate accounting records, enabling verification of all turnover, revenue, and profit figures relevant to a claim.
- B. **Mitigation**
You must exercise due diligence and take all reasonable steps to minimise the interruption and its effect on the Business.
- C. **Notification**
You must notify Us immediately of any event likely to give rise to a claim under this Section and provide all necessary information, documentation, and access to premises, books, and records as We may require for assessment.
- D. **Alternative Trading**
If during the Indemnity Period the Business is carried on elsewhere or by other means, the turnover derived from such activities will be taken into account when calculating the amount recoverable under this Section.

Limit, Excess & Basis

- **Limit:** Based on declared turnover, as stated in Schedule
- **Indemnity Period:** As stated in Schedule
- **Excess:** As stated in Schedule

- **Basis:** As stated in Schedule



Section 4: Money & Assault

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Insuring Clause

We will indemnify You for loss of Money belonging to the Business occurring during the Period of Insurance as a result of theft, attempted theft, or robbery:

- while in transit in the custody of You, an authorised Employee, or a professional security carrier;
- while on the Premises during Business hours;
- while secured in a locked safe, strongroom, or locked drawer outside Business hours; or
- while deposited in a bank night safe until removed by the bank.

We will also indemnify You for:

- damage to safes, strongrooms, franking machines, tills, or other receptacles used for the storage or transit of Money; and
- the reasonable cost of replacing locks, keys, or security devices following theft or attempted theft of keys or electronic access devices.

Assault Benefit

If any Insured Person suffers Bodily Injury as a direct result of assault, robbery, or attempted robbery while handling Money in connection with the Business, We will pay the following benefits:

- Death
- Loss of limb or sight
- Permanent total disablement
- Temporary total disablement

- Medical Expenses

This cover also includes:

- reasonable medical expenses necessarily incurred in connection with the injury;
- trauma counselling if recommended by a qualified medical practitioner; and

- loss of or damage to personal clothing or effects sustained during the assault (up to £250 per person).

Extensions

- Damage to Receptacles** – We will pay the cost of repairing or replacing safes, strongrooms, tills, or other containers damaged during theft or attempted theft of Money.
- Replacement of Keys and Locks** – We will pay reasonable costs for replacing locks, keys, and other security devices following theft of keys or access devices used for safes, alarms, or external doors at the Premises.
- Professional Carriers** – Loss of Money in the custody of a professional security company shall be deemed to be loss by You and recoverable under this Section.
- Assault – Medical and Counselling Expenses** – We will pay for medical expenses and trauma counselling following Bodily Injury as described above, when recommended by a qualified practitioner.

Exclusions

We will not indemnify You for:

- shortages due to clerical or accounting errors, or unexplained disappearance;
- depreciation, exchange losses, or consequential loss of any kind;
- loss caused by fraud or dishonesty of any Employee, unless discovered and reported within 30 days of occurrence;
- loss arising from gaming or amusement machines, or the use of counterfeit currency or tokens;
- Money left in unattended vehicles unless kept in a locked compartment, concealed from view, and within the agreed transit limits;
- loss or injury caused by or arising from war, terrorism, nuclear risks, or Your own unlawful acts;
- loss from open or unlocked safes, tills, or unattended premises outside Business hours.
- injury due to disease, infection, or gradual physical deterioration.

Conditions

- Due Care and Precautions** – You must take all reasonable precautions to safeguard Money against loss, theft, or damage.



- B. **Discovery of Loss** – You must notify Us and the police immediately upon discovery of any loss of Money, theft, or assault, and provide all supporting evidence We may reasonably require.
- C. **Security Arrangements** – You must ensure that safes and strongrooms are locked outside Business hours and that keys or electronic access devices are kept in Your personal custody or in a secure place away from the Premises.
- D. **Transit Arrangements** – You must take reasonable care in the transit of Money and use secure methods appropriate to the amount being carried.

Limit, Excess & Basis

- **Money Limits:** As stated in Schedule
- **Assault Limits:** As stated in Schedule
- **Excess:** As stated in Schedule
- **Basis:** As stated in Schedule

Section 5: Goods in Transit

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Insuring Clause

We will indemnify You for loss of or damage to Goods owned by You or for which You are responsible while in the course of Transit within Great Britain, including during loading and unloading, while temporarily stored in the ordinary course of transit for up to a maximum of seven days, or while carried in any vehicle or conveyance described in this Policy.

Cover applies against accidental loss or damage arising from:

- fire, explosion, or lightning;
- collision, overturning, derailment, or impact of the conveying vehicle;
- theft or attempted theft involving forcible and violent entry;
- storm, flood, or other external perils; and
- accidental loss, damage, or spillage occurring during handling, loading, or unloading.

Where necessary, We will also pay the reasonable additional costs of removal of debris, transshipment, reloading, or resecuring of Goods following an accident giving rise to a claim.

Extensions

- Own Goods and Accessories** – Cover extends to include Your own Goods carried in connection with the Business, together with carriage accessories such as sheets, ropes, tarpaulins, securing chains, and packing materials.
- Driver and Attendant Personal Effects** – We will pay up to £250 per person for loss of or damage to personal clothing and effects belonging to any driver or attendant while accompanying the vehicle.
- Debris Removal** – We will pay the reasonable cost of removing debris and cleaning up the accident site following insured loss or damage.
- Contract Price Clause** – If Goods have been sold and an insured event prevents delivery, We will pay the contract price of the Goods, subject to the overall Limit of Indemnity.
- Temporary Storage** – Goods temporarily stored in the ordinary course of transit are covered for up to seven days, provided the storage location is locked and secure.



- F. **Substituted Vehicle** – If a substitute vehicle is used due to breakdown or repair of the insured vehicle, the same terms and conditions of cover apply automatically.

Exclusions

We will not indemnify You for:

- A. loss or damage caused by delay, loss of market, or consequential loss of any kind;
- B. wear and tear, vermin, rust, corrosion, mildew, contamination, inherent vice, or gradual deterioration;
- C. inadequate or unsuitable packing, stowage, labelling, or insulation;
- D. theft from any unattended vehicle unless all doors, windows, and other openings are closed, locked, and the keys removed;
- E. theft of Goods from open, soft-topped, or curtain-sided vehicles;
- F. loss or damage to money, securities, jewellery, precious stones, works of art, hazardous or dangerous goods, or living creatures.
- G. mechanical, electrical, or electronic derangement or breakdown, unless resulting directly from an insured peril;
- H. loss or damage arising from war, invasion, acts of terrorism, nuclear reaction, or radiation;
- I. loss outside the territorial limits of Great Britain.

Conditions

- A. **Reasonable Care** – You must take all reasonable precautions to prevent loss or damage and ensure all vehicles are maintained in a roadworthy condition, Goods are properly packed, and loads are securely fastened.
- B. **Security Requirements** – You must ensure that when a vehicle carrying Goods is left unattended, all doors, windows, and other openings are closed and locked, and any keys or electronic access devices are removed. Goods temporarily stored during Transit must be kept in a locked and secure location.
- C. **Documentation** – You must maintain accurate records of all consignments carried, including consignment notes or delivery documentation, to enable verification of any claim.
- D. **Notification of Loss** – You must notify Us as soon as possible of any loss or damage that may give rise to a claim, and report theft or attempted theft to the police without delay.
- E. **Territorial Limits** – Cover applies only within Great Britain.

Limits, Excess & Basis

- **Limit:** As stated in the Schedule
 - **Personal Effects Sub-limit:** £250 per person.
- **Temporary Storage:** Up to seven days.
- **Excess:** As stated in the Schedule
- **Limit Basis:** As stated in the Schedule

Section 6: Loss of Licence

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements.

Insuring Clause

We will indemnify You for financial loss directly resulting from the forfeiture, suspension, withdrawal, or refusal to renew the Licence at the Premises during the Period of Insurance.

The cover provided includes:

- reduction in Turnover during the Period the Licence is withdrawn or suspended.

We will also indemnify You for the reasonable legal and professional costs, with Our prior written consent, incurred in:

- appealing against the forfeiture, suspension, or refusal to renew the Licence; and
- defending any proceedings or action arising directly from the suspension or withdrawal of the Licence.

Cover applies only where:

- the licensing action arises during the Period of Insurance;
- written evidence of the licensing authority's decision (the Date of Loss) is supplied to Us within 30 days of the decision.

Any payment made will be subject to the Sum Insured stated in the Schedule and the Basis of Settlement under this Section.

If the Licence is reinstated within 18 months of settlement, You must repay a proportional part of the amount We have paid.

Extensions

- Professional Representation** – We will pay reasonable solicitor's or barrister's fees, with Our written consent, for representation at any hearing, inquiry, or appeal connected with the suspension, withdrawal, or non-renewal of the Licence.
- Transfer of Licence** – If the Licence is transferred to another person on Your behalf following an insured event, We will pay reasonable associated legal and administrative expenses, provided that such transfer mitigates the loss.



- C. **Interim Suspension** – Cover extends to include temporary suspension of the Licence, provided it is not due to any deliberate act, omission, or neglect by You, Your management, or Employees.

Exclusions

We will not indemnify You for:

- A. any loss where statutory compensation is payable to You;
- B. loss arising from the misconduct, negligence, fraud, or deliberate or reckless acts or omissions of You, Your manager, or any Employee;
- C. failure to maintain the Premises in good sanitary or general order, or to comply with statutory requirements or improvement notices;
- D. any change in the law, licensing Policy, or statutory authority practice;
- E. compulsory purchase, planning, redevelopment, or compulsory closure;
- F. insolvency, liquidation, or financial default of You or any stakeholder in the Business;
- G. voluntary surrender, lapse, or non-renewal of the Licence at Your request or due to non-payment of fees;
- H. any period during which an appeal remains outstanding or pending;
- I. fines, penalties, or any non-compensatory damages;
- J. loss arising from war, terrorism, riot or civil commotion, nuclear risks, or contamination.
- K. We will not indemnify You for any loss arising from the sale of the Premises following permanent loss of the Licence, including any depreciation in value.

Conditions

- A. **Notification** – You must notify Lukango immediately upon becoming aware of any event or circumstance that could affect the Licence, including receipt of warning letters, improvement notices, or proposed licensing actions.
- B. **Mitigation** – You must take all reasonable steps to prevent the loss of the Licence and to mitigate the financial impact, including exercising any available rights of appeal.
- C. **Premises Maintenance** – You must maintain the Premises in a clean, orderly, and lawful condition and comply with all statutory and licensing requirements.
- D. **Evidence of Loss** – You must provide documentary evidence of the decision to suspend, withdraw, or refuse renewal of the Licence, and any supporting financial information required to assess the loss.
- E. **Cessation of Trading** – This Section will cease to apply if You permanently discontinue the Business at the Premises or once a total loss has been paid.



Limit, Excess & Basis

- **Limit:** As stated in Schedule
- **Excess:** As stated in Schedule
- **Basis:** As stated in Schedule



How to Make Changes to Your Policy

You must tell Lukango as soon as possible if there are any changes in circumstances that may affect this Policy or the cover provided. This includes, but is not limited to:

- changes to your business activities, address, or trading name;
- alterations to the Premises or security arrangements;
- changes to the sums insured or property insured;
- acquisition or disposal of business locations; or
- any change which may materially increase the risk of loss, damage, or liability.

Failure to notify such changes may affect the validity of this Policy or the amount payable in the event of a claim.

Any agreed changes will be administered by Lukango on behalf of the Insurer and confirmed by issuing an endorsement or an updated Schedule showing the revised terms, premium, or conditions. Changes take effect from the date agreed in writing.

How to Request a Change

To request a change, You must contact Lukango using the details below. Lukango will administer Your request on behalf of the Insurer:

Customer Service Information

- **Email:** support@lukango.com
- **Telephone:** 0330 165 5716

The contact details above are operated by Lukango, acting as agent of the Insurer.



Regulatory and Authorisation Information

This section provides information about the regulatory status of the Insurer and Lukango, and how this Policy is arranged and administered.

Authorised Insurer

Certain Underwriters at Lloyd's led by Carbon Syndicate 4747.

Carbon Syndicate 4747 is managed by Asta Managing Agency Limited. Asta Managing Agency Limited registered office is 5th Floor, 20 Gracechurch Street, London EC3V 0BG. Company Registration Number: 1918744. Firm Reference Number 204897.

The Insurer's Financial Services Register number will be shown in the Schedule.

Lukango's Status

- Pro MGA Solutions Limited trading as Lukango Ltd is Authorised and regulated in the UK by the Financial Conduct Authority (FRN: 770419 and registered in England and Wales (registered number 10575665) with its registered address at Southgate House, Southgate Street, Gloucester GL1 1UB and its principal place of business at 7 Bevis Marks, London, EC3A 7LN.
- Pro MGA Solutions Limited trading as Lukango Ltd
 - acts as the agent of the Insurer for the purposes of arranging, administering, and collecting premiums in respect of this Policy.
 - is authorised to issue documentation, accept premiums, and make mid-term adjustments on behalf of the Insurer.
 - may receive a commission and/or fee for services provided in connection with this Policy. Full details of remuneration are available on request.

Website: www.lukango.com

Lukango does not underwrite this Policy and is not responsible for the payment of claims.

Regulatory Authority

The Insurer is authorised by the Prudential Regulation Authority (PRA) and regulated by both the PRA and the Financial Conduct Authority (FCA).



You can check the regulatory status of both the Insurer and Pro MGA Solutions Limited trading as Lukango Ltd by visiting the Financial Services Register at www.fca.org.uk/register.



Data Protection

Lukango and the Insurer are committed to protecting Your privacy in accordance with UK GDPR and the Data Protection Act 2018.

Data Controller

For cover placed under this Policy, the Insurer is the Data Controller for data processed to underwrite, issue, and service the Policy and handle claims. Lukango acts as the Insurer's agent for arranging and administering the Policy, and as a Data Controller for its own business operations (e.g. customer account management, billing, marketing preferences).

How We Use Your Information

The Insurer and Lukango use personal data to:

- arrange, underwrite, and administer Your insurance (including quotations, mid-term changes, and renewals);
- verify identity, assess risk, and prevent/detect fraud and financial crime;
- handle claims and complaints;
- comply with legal and regulatory obligations (e.g. FCA/PRA rules, sanctions checks);
- analyse and improve our products, platform, and services.

The Insurer and Lukango may share data with reinsurers, loss adjusters, claims handlers, fraud prevention agencies and databases, legal and professional advisers, regulators (including the FCA and PRA), auditors, and our technology partners who support delivery of our services (for example: EU-hosted cloud infrastructure, CRM, email and customer support tools, payments, analytics, security/identity verification). These parties will only process data under contract and for the purposes stated above.

International Transfers

Your personal data is hosted and processed within the UK and/or EU/EEA. The Insurer and Lukango do not intentionally transfer personal data outside the UK/EU/EEA. If an exceptional transfer is necessary (for example, a specific sub-processor), we will implement appropriate safeguards (such as UK/EU Standard Contractual Clauses and supplementary measures) and update our Privacy Notice accordingly.

Data Retention



The Insurer and Lukango may retain personal data only for as long as necessary for the purposes above and to meet legal, regulatory, accounting, and reporting requirements, including applicable limitation periods for insurance claims.

Your Rights

You have the right to:

- access the personal data Lukango and the Insurer hold about You;
- request correction or deletion where appropriate;
- object to or restrict certain processing;
- request data portability; and
- lodge a complaint with the Information Commissioner's Office (ICO) if You believe Your data has been mishandled (www.ico.org.uk).

Further Information

Full details of how Lukango handles personal data (including current processors/partners and contact methods) are set out in our Privacy Notice:
<https://www.lukango.com/privacy-Policy-2>.

If this Policy is underwritten by an Insurer, their separate privacy notice will also apply and will be provided at quotation or renewal.

You can contact Lukango about privacy matters at support@lukango.com.

Fraud Prevention and Claims Databases

To prevent and detect fraud, Lukango and the Insurer may check and share data with anti-fraud agencies and industry databases (for example, CUE and the Insurance Fraud Bureau), and may conduct searches at quotation, during the Policy term, and at claim stage. Records may be retained by those organisations and used by other insurers and law enforcement.



Additional Support

Lukango is committed to supporting all our customers.

If You have any additional needs or require extra support at any time, please let Lukango know. This may include if you:

- would prefer information in an alternative format (such as large print, braille, or audio);
- need us to communicate with you in a different way; or
- require extra assistance in understanding your cover or managing your policy.

We will do our best to adapt our service to meet your needs.

You can contact Lukango on **0330 165 5716** or email **support@lukango.com**.