Lukango

Small Business 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.



Lukango

Table of Contents

Table of Contents 2
Definitions 3
Introduction 8
Your Duty to Provide Accurate Information 9
Claims 10
Complaints Procedure 13
General Conditions 16
General Exclusions 24
Section 1: Property Damage (Material Damage) 29
Section 2: Public and Products Liability 37
Section 3: Employers' Liability 48
Section 4: Business Interruption 52
Section 5: Money & Assault 56
Section 6: Goods in Transit 59
Section 7: Loss of Licence 62
How to Make Changes to Your Policy 65
Regulatory and Authorisation Information 66
Data Protection 68
Additional Support 70

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 ("Lukango"), acting as agent of the Insurer to arrange, administer and service this Policy.
- **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** — Death, illness or disease, or physical or mental injury, mental anguish or shock.
- **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** — The third party appointed by the Insurer to manage or administer claims on its behalf. Claims under Sections 1, 4, 5, 6 and 7 are handled by Reserv Claims Analysis, LLC. Claims under Sections 2 and 3 (Public and Products Liability and Employers' Liability) are handled by DWF Claims Ltd.
- **Compensation** — All sums which You shall be legally liable to pay as compensation and claimants' costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.
- **Computer System** — Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any

configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- **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.
- **Cyber Act** — An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- **Cyber Incident** — Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- **Damage** — Physical loss, destruction, or damage to property used by the Insured at the Premises, caused by an insured peril.
- **Data** — Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- **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** — The Certain Underwriters at Lloyd's subscribing to this Policy, as specified in the Schedule and in the Regulatory and Authorisation Information section. Different Sections of this Policy are underwritten by different Insurers: a) Sections 1, 4, 5, 6 and 7 (Property Damage, Business Interruption, Money & Assault, Goods in Transit and Loss of Licence) are underwritten by The Carbon Whole Account Consortium, which is led by Carbon Syndicate 4747; b) Sections 2 and 3 (Public and Products Liability and Employers' Liability) are underwritten by Certain Underwriters at Lloyd's, Chaucer Syndicate 1084. Where this Policy refers to the Insurer, We, Us or Our, this means the Insurer of the Section under which the claim or matter arises. Each Insurer is responsible only for the Sections it underwrites, and is liable only for its own share and not for the share of any other Insurer. 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 Small Business 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 ("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 Insurers.

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

Claims are handled by the Claims Handler appointed by the Insurer of the Section you are claiming under. Please use the route below that matches your claim.

Property Damage, Business Interruption, Money & Assault, Goods in Transit and Loss of Licence (Sections 1, 4, 5, 6 and 7)

- Handled by Reserv Claims Analysis, LLC.
    - New claims: new.claimuk+lukango@reserv.com
    - Existing claims: claimsuk+lukango@reserv.com
    - Telephone: 0203 885 2228

Public and Products Liability and Employers' Liability (Sections 2 and 3)

- Handled by DWF Claims Ltd
    - Email: chaucer@dwfgroup.com

If You are not sure which Section applies, or You would like help, contact Lukango on 0330 165 5716 or support@lukango.com and We will route Your claim to the correct Claims Handler. Notifying Lukango does not delay Your claim, but notifying the Claims Handler directly is the quickest route.

The contact details above are for the Insurers and their appointed Claims Handlers. 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 use the route below that matches what Your complaint is about. You may also contact Lukango on 0330 165 5716 or support@lukango.com, who will help route Your complaint to the right place.

Complaints about the sale, administration or servicing of this Policy

Lukango:

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

Complaints about a claim under Sections 1, 4, 5, 6 or 7 (Property Damage, Business Interruption, Money & Assault, Goods in Transit, Loss of Licence)

Email: Complaints@carbonuw.com

Complaints about a claim under Sections 2 or 3 (Public and Products Liability, Employers' Liability)

Email: complaints@chaucergroup.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.

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 Insurers underwriting this Policy are 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.

22. Interpretation

In this policy, reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect.

The headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

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.

This exclusion shall not apply to the Employers' Liability Section.

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.

Exceptions: This exclusion shall not apply to:

A. Subsequent physical loss or damage resulting from a Defined Peril insured under this Policy.
B. The Employers' Liability section of 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.

This exclusion does not apply to the Employers' Liability or Public and Products Liability sections 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 landslip; 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.

Public Liability

Insuring Clause

In the event of accidental:

A. Bodily Injury to any person;
B. Damage to Property;
C. obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement; or
D. wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring during the Period of Insurance:

I. within the United Kingdom,
II. elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual Employees normally resident in the United Kingdom,
III. and arising from and in the course of the Business,

We will reimburse You in respect of Compensation arising out of such event.

Extensions

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

A. Motor Vehicles

Exclusion Bc shall not apply to liability caused by or arising from:

a) the use of plant as a tool of trade at Your premises, or on any site at which You are working;
b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle;

c) Damage, caused by vibration or by the weight of any vehicle or its load, to any building, bridge, weighbridge, road, or anything beneath.

Provided that We shall not provide reimbursement against liability:

I. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
II. for which reimbursement is provided by any other insurance.

B. Motor Contingent Liability

Exclusion Bc shall not apply and We will, within the terms of this Section, reimburse You, and no other for the purpose of this Clause only, in respect of liability for Bodily Injury, or Damage to Property, caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by You) whilst being used in the course of the Business.

Provided that We shall not provide reimbursement against liability in respect of Damage:

a) to any such vehicle, or trailer, or Property conveyed in or on such vehicle or trailer;
b) for which reimbursement is provided by any other insurance; and/or
c) caused or arising whilst such vehicle or trailer is:
    i. engaged in racing, pace-making, reliability trials, or speed testing; or
    ii. being driven by You; or
    iii. being driven with Your or Your representative's general consent, by any person who, to Your or Your representative's knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
    iv. being used elsewhere than in the United Kingdom.

C. Movement of Obstructing Vehicles

Exclusion Bc shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You, or by any Employee with Your permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

Provided that:

a) movements are limited to vehicles parked on or obstructing Your premises, or any site at which You are working;
b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;
c) the vehicle causing obstruction is driven by use of the owner's ignition key;
d) We shall not provide reimbursement against liability:
    i. in respect of Damage to such vehicle;
    ii. in respect of which compulsory insurance or security is required under any legislation governing the use of a vehicle.

D. Defective Premises Act

The cover provided by this Section shall extend to reimburse You in respect of liability arising from Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by You for purposes pertaining to the Business and which have since been disposed of by You.

Provided that We shall not provide reimbursement against liability:

a) for which cover is provided by any other insurance;
b) for the costs of remedying any defect or alleged defect in such premises.

E. Leased or Rented Premises

Exclusion Db shall not apply and We will reimburse You in respect of liability for Damage to premises (including their fixtures and fittings) leased or rented to You.

Provided that We shall not provide reimbursement against:

a) Contractual Liability;
b) the first GBP 500 of each and every occurrence of Damage to Property caused other than by fire or explosion.

F. Buildings Temporarily Occupied

Exclusion Db shall not apply to liability for Damage to buildings (including contents therein), which are not owned, leased or rented by You, but are temporarily occupied by You for the purpose of maintenance, alteration, extension, installation or repair.

G. Overseas Personal Liability

We will, within the terms of this Section, reimburse:

a) You;
b) at Your request:
    i. Your director, partner, or Employee; or
    ii. any spouse or child of the persons stated in Clause (a) and (b)(i) above, who are accompanying such persons in respect of liability incurred by such persons in a personal capacity;

in connection with an event occurring in a country outside of the United Kingdom, whilst on a temporary visit to such country in connection with the Business.

Provided that:

a) any person entitled to reimbursement under this Clause shall, as though they were You, be subject to the terms and conditions of this policy insofar as they can apply;
b) nothing in this Clause shall increase Our liability to pay any amount exceeding the Limit of Liability, regardless of the number of person(s) claiming to be covered;
c) We shall not provide reimbursement against:
    i. any Contractual Liability; or
    ii. liability for which cover is provided by any other insurance; or
    iii. liability in respect of Damage to Property belonging to, or in the custody or under the control of any person entitled to reimbursement under this Clause; or
    iv. liability in respect of Bodily Injury to any person entitled to reimbursement under this Clause; or
    v. the ownership or occupation of land or buildings; or
    vi. the carrying on of any business, profession, trade or employment; or
    vii. the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

H. Data Protection Act

The cover provided by this Clause shall extend to apply in respect of Compensation for damages arising out of any claim under Section 168 of the Data Protection Act 2018 or its equivalent or successor legislation in the United Kingdom, not otherwise insured under this policy.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

Provided that:

a) Our liability under this Clause for Compensation, costs and expenses, shall not exceed the amount stated as the Limit of Liability in the Schedule;
b) You have paid the correct amount of data protection fee where required by the Data Protection (Charges and Information) Regulations 2018 or its equivalent;
c) We shall not provide reimbursement against:
    i. liability caused by or arising from a deliberate act or omission of any person entitled to reimbursement under this Clause if the result of such act or omission could have been expected, the person covered having regard to the nature and circumstances of such act or omission;
    ii. the costs of replacing, reinstating, rectifying, or erasing any Personal Data as defined by the Data Protection Act 2018;
    iii. liability caused by or arising from any incident or circumstances, known to You at inception of this policy, which may give rise to a claim;
    iv. liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person;
    v. fines or penalties caused by or arising from the breach of privacy rules and legislation, including the Data Protection Act 2018, whether Your liability arises directly or indirectly;
    vi. liability in respect of Bodily Injury or Damage to Property.

Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

A. Injury to Employees

Bodily Injury to any Employee, arising out of and in the course of employment by You in the Business.

B. Liability involving Transport Owned by You

The ownership, possession or operation by You, or on Your behalf, of any:

a) airlines, aircraft, aerodromes, airports, or aviation risks, spacecraft, launch sites or other space risks; or

b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 (eight) metres in length; or
c) mechanically propelled vehicles:
    i. for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle; or
    ii. where cover is provided by any other insurance.

C. Products

Any Product, after it has ceased to be in Your or Your Employees' custody or control, other than food or drink for consumption on Your premises.

D. Damage to Property

Damage to Property:

a) belonging to You; or
b) in Your or Your Employees' custody or control, other than personal effects (including vehicles and their contents) of any of Your visitors, directors, partners or Employees; or
c) being that part of any Property on which You, or Your Employee or agent, is or has been working, where the Damage arises out of such work.

E. Contractual Liability

Contractual Liability unless the sole conduct and control of claims is vested in Us, but We shall not in any event provide reimbursement in respect of liquidated damages or liability under any penalty clause.

F. Advice for a Fee

Advice, design or specification provided, or professional services rendered, by You or on Your behalf for a fee.

G. Jurisdiction

Any claim brought against You within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

Products Liability

Insuring Clause

In the event of accidental:

A. Bodily Injury to any person; and/or
B. Damage to Property,

occurring during the Period of Insurance anywhere in the world and caused by any Product, We will reimburse You in respect of Compensation arising out of such event.

Extensions

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

A. Consumer Protection Act

We will reimburse You and, at Your request, any of Your directors, partners or Employees, in respect of legal costs and expenses, incurred with Our written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection with such proceedings.

Provided that:

a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business;
b) We shall not provide reimbursement in respect of:
    i. fines or penalties of any kind; or
    ii. any circumstances for which cover is provided by any other insurance; or
    iii. proceedings arising from a deliberate act or omission of any person entitled to cover under this Clause, if the result of such act or omission could have been expected, having regard to the nature and circumstances of such act or omission; or
    iv. proceedings arising out of any activity or risk excluded from this policy.
c) the director, partner or Employee shall, as though they were You, be subject to the terms conditions exclusions and limitations of this policy.

Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

A. Damage to Products

Damage to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any Product caused by or arising from:

a) a defect in, or the harmful nature or the unsuitability of such Product; or
b) an error or fault in connection with the supply or presentation of such Product.

B. Your Custody or Control

Any Product whilst in Your or Your Employees' custody or control.

C. Aviation Products

Any Product, which to Your knowledge, is for:

a) use in or on any aircraft, or aero spatial device; or
b) aviation or aero spatial purposes; or
c) use in the safety or navigation of any sort.

D. Jurisdiction

Any action brought against You, in any country outside of the United Kingdom, where You have a branch, or a parent or subsidiary company, or are represented by a person or company holding Your power of attorney.

Any claim brought against You within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

E. United States of America or Canada

Any Product Supplied which, to Your knowledge, is for use in or supply to the United States of America or Canada.

F. Contractual Liability

Contractual liability, other than liability arising out of a condition or warranty of goods implied or imposed by statute.

Extensions Applying to Public and Products Liability

All the individual policy Sections are subject to the following extensions except where stated below.

A. Defence Costs and Expenses

We will provide reimbursement in respect of all:

a) costs incurred, with Our written consent, in respect of legal representation at any:
   i. coroner's inquest, or other inquiry in respect of any death;
   ii. proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
b) other costs and expenses, incurred with Our written consent, in relation to any matter which may be the subject of reimbursement under any Section of this policy.

B. Legal Expenses Arising from Health and Safety Legislation

In the event of:

a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007, or similar legislation in the United Kingdom; and/or
b) an incident which results in an inquiry ordered under the Health and Safety inquiries (Procedure Regulations 1975);

we will provide reimbursement, up to an amount not exceeding GBP 5,000,000, against legal fees and expenses incurred in representing You in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the Period of Insurance, within the United Kingdom and in the course of the Business.

C. Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at Our request, in connection with a claim in respect of which You are entitled to reimbursement under this policy, We will reimburse You, at the following rates per day, for each day on which attendance is required:

a) any of Your directors or partners – GBP 250
b) any Employee – GBP 100

D. Cover for Other Persons

We will also reimburse, as if a separate policy had been issued to each:

a) of Your legal personal representatives, or of any other person entitled to reimbursement under this policy, but only in respect of liability incurred by You or by such other person;
b) under the Public Liability Section, any person, employer, firm, company, ministry or authority for whom You are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work;
c) any owner of plant hired to You, but only to the extent required by the conditions of the contract or agreement of hire;
d) at Your request:
    i. any officer or member of Your catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
    ii. any of Your directors, partners or Employees, while acting in reimbursement under this policy if the claim for which reimbursement is being sought had been made against You.

Provided that:

a) any persons specified above shall, as though they were You, be subject to the terms, conditions, exclusions and limitations of this policy;
b) nothing in this Clause shall increase Our liability to pay any amount exceeding the Limit of Liability of the operative Section, regardless of the number of persons claiming to be covered.

E. Cross Liabilities

If You comprise of more than one party, We will, under the Public and Products Liability Sections, provide reimbursement to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this Clause shall increase Our liability to pay any amount exceeding the Limit of Liability of the operative Section, regardless of the number of persons claiming to be covered.

Limit, Excess & Basis

- **Public Liability Limit:** As stated in Schedule
- **Products Liability Limit:** As stated in Schedule
- **Pollution Limit:** As stated in the Schedule
- **Legal Defence Costs**: included within the above limits
- **Excess:** As stated in Schedule
    - No Excess applies to claims for Injury.
    - No Excess applies in respect of Damage to premises (including their fixtures and fittings) leased or rented to You.
- **Public Liability Basis:** As stated in Schedule
- **Product Liability Basis:** As stated in Schedule
- **Pollution Basis:** As stated in Schedule

Section 3: Employers' Liability

Insuring Clause

In the event of Bodily Injury sustained by any Employee, which arises out of and in the course of their employment by You within the Business, and occurring during the Period of Insurance:

A. within the United Kingdom; or
B. elsewhere in the world in respect of temporary non-manual visits by any Employee normally resident in the United Kingdom;

we will reimburse You in respect of Compensation arising out of such event.

Extensions

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

A. Defence Costs and Expenses

We will provide reimbursement in respect of all:

a) costs incurred, with Our written consent, in respect of legal representation at any:
   i. coroner's inquest, or other inquiry in respect of any death;
   ii. proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
b) other costs and expenses, incurred with Our written consent, in relation to any matter which may be the subject of reimbursement under this Section of this policy.

B. Legal Expenses Arising from Health and Safety Legislation

In the event of:

a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007, or similar legislation in the United Kingdom; and/or
b) an incident which results in an inquiry ordered under the Health and Safety inquiries (Procedure Regulations 1975);

we will provide reimbursement, up to an amount not exceeding GBP 5,000,000, against legal fees and expenses incurred in representing You in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the Period of Insurance, within the United Kingdom and in the course of the Business.

C. Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at Our request, in connection with a claim in respect of which You are entitled to reimbursement under this policy, We will reimburse You, at the following rates per day, for each day on which attendance is required:

a) any of Your directors or partners – GBP 250
b) any Employee – GBP 100

D. Cover for Other Persons

We will also reimburse, as if a separate policy had been issued to each:

a) of Your legal personal representatives, or of any other person entitled to reimbursement under this policy, but only in respect of liability incurred by You or by such other person;
b) any person, employer, firm, company, ministry or authority for whom You are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work;
c) any owner of plant hired to You, but only to the extent required by the conditions of the contract or agreement of hire;
d) at Your request:
    i. any officer or member of Your catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
    ii. any of Your directors, partners or Employees, while acting in reimbursement under this policy if the claim for which reimbursement is being sought had been made against You.

Provided that:

a) any persons specified above shall, as though they were You, be subject to the terms, conditions, exclusions and limitations of this policy;
b) nothing in this Clause shall increase Our liability to pay any amount exceeding the Limit of Liability of the operative Section, regardless of the number of persons claiming to be covered.

E. Unsatisfied Court Judgments

In the event that:

a) a judgment for damages is obtained against any company or individual, operating from premises within the United Kingdom, by any Employee in respect of Bodily Injury caused during any Period of Insurance, arising out of and in the course of their employment by You in the Business; and
b) it remains unsatisfied, in whole or in part, six (6) months after the date of such judgment We will reimburse the Employee or their personal representative, up to the Limit of Liability, for the amount of damages and awarded costs which remain unsatisfied, as long as:
    i. there is no appeal outstanding;
    ii. any payment made by Us shall only be in respect of Bodily Injury which would otherwise be within the scope of cover of this Section;
    iii. any payment made by Us shall only be in respect of liability for which You would have been entitled to reimbursement under this Section, if the judgment had been made against You; and
    iv. We shall be entitled to take over and prosecute, for Our own benefit, any claim against any other party and You, the Employee, or their personal representatives shall give all information and assistance required.

Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

A. Road Traffic Act

Bodily Injury to an Employee in circumstances where compulsory insurance, or security, is required by Road Traffic Act legislation.

B. Offshore

Bodily Injury to an Employee from the time of embarkation by that Employee, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until

disembarkation by that Employee from a conveyance onto land, upon return from an offshore rig or offshore platform.

C. Workman's Compensation, Social Security or Health Insurance Legislation

Any amount payable under workman's compensation, social security, or health insurance legislation.

D. Jurisdiction

Any claim brought against You within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

Conditions

A. Employers' Liability Compulsory Insurance

The cover granted by this Section is in accordance with the provisions of any law, enacted in the United Kingdom, relating to compulsory insurance of liability to Employees. If however, We pay any sum which would not have been paid but for the provisions of such law, You shall repay such sum to Us.

Limit, Excess & Basis

- **Employers' Liability Limit:** As stated in Schedule
- **Act of Terrorism Limit:** As stated in Schedule
- **Asbestos Limit:** As stated in Schedule
- **Legal Defence Costs**: included within the above limits
- **Excess:** Nil
- **Employers' Liability Basis:** As stated in Schedule

Section 4: 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 5: 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

A. **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.
B. **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.
C. **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.
D. **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:

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

Conditions

A. **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 6: 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, transhipment, reloading, or resecuring of Goods following an accident giving rise to a claim.

Extensions

A. **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.
B. **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.
C. **Debris Removal** – We will pay the reasonable cost of removing debris and cleaning up the accident site following insured loss or damage.
D. **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.
E. **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 7: 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

A. **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.
B. **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

Underwritten by Certain Underwriters at Lloyd's: Carbon Syndicate 4747 and Chaucer Syndicates Limited (No. 1084).

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

Chaucer Syndicates Limited is registered in England & Wales with its registered office at 52 Lime Street, London, United Kingdom, EC3M 7AF. Company Registration Number: 184915. Firm Reference Number 204915. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Property Damage, Business Interruption, Money and Assault, Goods in Transit and Loss of Licence are underwritten by Certain Underwriters at Lloyd's: Carbon Syndicate 4747.

Employers' Liability and Public and Products Liability are underwritten by Certain Underwriters at Lloyd's: Chaucer Syndicates Limited (No. 1084).

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Lukango's Status

- Pro MGA Solutions Limited trading as Lukango 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 17 Bevis Marks, London, EC3A 7LN.
- Pro MGA Solutions Limited trading as Lukango:

- 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;
- will 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 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, each Insurer is the Data Controller for data processed to underwrite, issue and service the Sections it underwrites and to handle claims under those Sections. Lukango acts as the Insurers' 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.**