

QBE European Operations Commercial Combined Insurance Schedule

Policy Ref: Y147697QBE0123A **Policy Wording Reference:** PCCP010121

Period of Insurance: **From:** 00:00 on 01 January 2023 **To:** 24:00 on 31 December 2023
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

Effective From: 01 January 2023 **Date Issued:** 22 December 2022

Issue Number: 001
Reason for Issue: New Business Schedule

Contract Parties

Insurer: QBE UK Limited (registered in England number 01761561; Home State - **United Kingdom**. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842)

Registered Address: 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

Legal Expenses Insurer: DAS Legal Expenses Insurance Company Limited (registered in England and Wales, company number 103274; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority).
Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Insured: CIE-Group Holdings Ltd

Address: 3 Widdowson Close Blenheim Ind Estate Bulwell Nottingham NG6 8WB

Subsidiary Companies:
Business: Distribution, repair and assembly of electrical, sound and lighting equipment and distribution of CCTV cameras and recording equipment for CCTV cameras plus electric cable assemblies

Contact Details

Broker Name: Russell Scanlan Ltd (Nottingham Branch)
Broker Account: Broker Contact
Issue Office: 30 Fenchurch Street, London EC3M 3BD tel:+44(0) 20 7105 4000 fax +44(0) 20 7105 4019
[OR Existing Contact Details]
Claim Notification: Claims Notifications, PO Box 299, Acclaim House, 1st Floor Centralpark, Leeds, LS11 1GX
Tel: + 44 (0) 20 7105 4000
Fax: + 44 (0) 20 7105 4019
DAS Legal Expenses Claim Notification: DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Tel: + 44 (0) 344 893 0859
Details of your DAS scheme number and DAS's legal advice service telephone number are provided in Section 21 of the policy document.
Details for DAS Helplines, DAS Employment Manual and DASbusinesslaw are provided in Section 22 of the policy document.
Complaints: Please refer to the 'How to Complain' section in the policy document

The tables below state which sections of your policy are insured and set out other important details concerning the cover provided. You should refer to the terms and conditions of your policy for full details of how these operate.

The sums insured, limits of indemnity and sub-limits applying to each section are included in the tables. Any item for which there is no sum insured, or with a blank or nil entry, is not insured. A table of policy excesses is also included, together with any endorsements which apply to your policy.

You should check the entries carefully to ensure that they are suitable for your needs.

Section 2 - Property INSURED

Territorial Limits		United Kingdom			
Premises					
WIDDOWSON CLOSE, BLENHEIM INDUSTRIAL ESTATE, NOTTINGHAM, NOTTINGHAMSHIRE, NG6 8WB					
Property insured			Declared value	Sum insured	
Buildings	Day 1: Operative	GBP	1,558,000	1,791,700	
Machinery plant and all other contents	Day 1: Operative	GBP	850,000	977,500	
Stock and materials in trade				1,810,000	
All Risks Specified equipment					
Personal effects of staff and visitors	Anywhere in the Members states of the European Union	GBP	5,000		
Exhibition stands, fittings and exhibits	Anywhere in the Members states of the European Union	GBP	20,000		
Photo Film and Video	Anywhere in the Members states of the European Union	GBP	10,000		
Costs and Expenses cover				Sub-limits	
Architects, surveyors, consulting engineers and other fees				Insured	
Criminal acts reward costs	any one occurrence	GBP	50,000		
Continuing plant hire charges	any one occurrence	GBP	5,000		
Debris removal				Insured	
Decontamination and/or decommissioning	In the aggregate	GBP	10,000		
Energy performance and sustainable buildings	any one occurrence	GBP	25,000		
European Union and public authorities				Insured	
Fire extinguishment expenses and emergency services	any one occurrence	GBP	25,000		
Flood resilience	any one occurrence	GBP	250,000		
Rent payable	Maximum Indemnity Period months			Not Insured	
Temporary protection and expediting expenses	any one occurrence	GBP	50,000		
Trace and access	any one occurrence	GBP	10,000		
Documents – Machinery plant and all other contents	any one occurrence	GBP	10,000		
Personal property - Machinery plant and all other contents	any one occurrence	GBP	1,000		
Extensions					
Buildings in course of construction or alteration	any one occurrence	GBP	100,000		
Capital additions	any one premises	GBP	1,000,000		
Deterioration of stock	any one occurrence	GBP	5,000		
Glass, glass surrounds and washroom facilities	any one occurrence	GBP	50,000		
Leased premises difference in conditions/difference in limits	any one occurrence	GBP	500,000		
Lock replacement	any one occurrence	GBP	1,000		
Metered water or gas	any one occurrence	GBP	10,000		
Unauthorised use of electricity, gas or water	any one occurrence	GBP	25,000		
Property temporarily at other locations	any one occurrence	GBP	100,000		
Property at exhibitions and fairs	any one occurrence	GBP	50,000		
Theft damage to uninsured buildings	any one occurrence	GBP	50,000		
Undamaged tenants' improvements	any one occurrence	GBP	50,000		
Valuables	any one occurrence	GBP	5,000		
Other terms and conditions - Errors and omissions	any one occurrence	GBP	100,000		

Section 3 - Business Interruption

INSURED

Territorial limits	United Kingdom			
Insurable gross profit / Estimated insurable gross profit			Sum insured	
Declaration linked condition operative		Percentage uplift 33.30%	GBP	5,130,000
Maximum indemnity period	24 months			
Gross revenue / Estimated gross revenue				
Declaration linked condition operative		%		Not Insured
Maximum indemnity period				
Additional cost of working				Not Insured
Maximum indemnity period				
Additional increased cost of working			GBP	200,000
Maximum indemnity period	12 months			
Rent receivable				Not Insured
Maximum indemnity period				
Research and development				Not Insured
Outstanding debit balances				Not Insured
Professional accountants – included in the Sums insured				
Refund of premium – No				
Specified working expenses	a) Purchases (less discounts received) b) Discounts allowed c) Carriage, packing and freight d) Bad debts			
Extensions		Maximum indemnity period		Sub-limits
Customers and suppliers premises				
Unspecified customer premises	any one occurrence	18 months	GBP	250,000
Unspecified suppliers premises	any one occurrence	18 months	GBP	250,000
Specified customer premises				
CMD Limited Sycamore Road Rotherham, S65 1EN	any one occurrence	18 months	GBP	1,000,000
Specified supplier premises				
Inter M, 226-9 Deokjeong-dong, Yangju-si, Gyeonggi-do, South Korea – Restricted to Specified Perils, fire, lighting, aircraft and explosion only Damage to property at contract sites	any one occurrence	18 months	GBP	300,000
Denial of access	any one occurrence	12 months	GBP	250,000
Exhibitions				Not Insured
Inter-group dependency				Not Insured
Loss of attraction				Not Insured
Equipment breakdown				Not Insured
Notifiable disease, murder or suicide, food or drink poisoning				Not Insured
Storage locations				Not Insured
Transit				Not Insured
Utilities supply 3.4.11 a) only land based utility premises				Not Insured
Utilities supply 3.4.11 b) failure at the insured's premises	any one occurrence	12 months	GBP	100,000

Section 4 – Terrorism

NOT INSURED

Section 5 - Money	INSURED
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Territorial Limits	United Kingdom			
Money Losses				Limit of indemnity
(a) non-negotiable money	any one occurrence	GBP		250,000
(b) negotiable money				
i) in buildings outside business hours not contained in locked safe	any one occurrence	GBP		500
ii) in buildings outside business hours in unspecified locked safe	any one occurrence	GBP		3,000
iii) in buildings outside business hours in specified locked safes				Not Insured
iv) in buildings during business hours	any one occurrence	GBP		3,000
v) at residence of the insured , authorised partner, director or employee	any one occurrence	GBP		500
vi) in transit	any one occurrence	GBP		3,000
Clothing or personal effects	any one occurrence	GBP		1,500
Damage to safes	any one occurrence	GBP		50,000
Assault				
Death	benefit per insured person	GBP		20,000
Total loss of sight	benefit per insured person	GBP		20,000
Loss of limbs	benefit per insured person	GBP		20,000
Permanent total disablement	benefit per insured person	GBP		20,000
Temporary total disablement per week, up to 104 weeks	benefit per insured person	GBP		200

Section 6 - Fidelity Guarantee	NOT INSURED
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Section 7 - Goods In Transit	NOT INSURED
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Section 8 – Computer Breakdown	NOT INSURED
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Section 9 – Equipment Breakdown	NOT INSURED
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Section 10 – Loss of Licence	NOT INSURED
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Section 11 – Contract Works	NOT INSURED
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Section 13 - Cyber, data security and multimedia	NOT INSURED
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Section 16 – Personal Accident and Business Travel	NOT INSURED
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Section 17 – Employers Liability

INSURED

Territorial limits (for activities covered): **United Kingdom** & temporary periods overseas as detailed in the policy

Jurisdiction (for claims made against the **insured**): Worldwide excluding **North America Jurisdiction**

Limit of indemnity

Employers' Liability cover (defence costs form part of the **Limit of indemnity** and sub-limits)

	any one occurrence	GBP	15,000,000
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Extensions

Statutory defence costs	any one prosecution and in the aggregate	GBP	Sub- limits 1,000,000
Manslaughter defence costs	any one prosecution and in the aggregate	GBP	1,000,000
Prosecution costs	in any one prosecution and in the aggregate	GBP	1,000,000
Offshore activities			Not Insured
War and terrorism	any one occurrence	GBP	5,000,000

Premium subject to adjustment:

No

Section 18 – Public, Products and Pollution liability

INSURED

Territorial limits (for activities covered): Worldwide

Jurisdiction (for claims made against the **insured**): Worldwide excluding **North America Jurisdiction**

Public, Products and Pollution liability cover

Public Liability	any one occurrence	GBP	Limit of Indemnity 2,000,000
Products Liability	in the aggregate	GBP	2,000,000
Pollution Liability	in the aggregate	GBP	2,000,000

Extensions

Environmental statutory liability	in the aggregate inclusive of defence costs	GBP	Sub-limits 1,000,000
Manslaughter defence costs	any one prosecution and in the aggregate	GBP	1,000,000
Prosecution costs	any one prosecution and in the aggregate	GBP	1,000,000
Statutory defence costs	any one prosecution and in the aggregate	GBP	1,000,000

Combined single **Limit of indemnity** under this Section

GBP 2,000,000

Premium subject to adjustment:

No

Section 19 – Professional Indemnity

NOT INSURED

Section 20 – Directors and officers

NOT INSURED

Section 21 – DAS Commercial Legal Expenses

INSURED

This section is underwritten by DAS Legal Expenses Insurance Company Limited.

Territorial limits:

For insured incidents Legal defence (excluding 5 Statutory notice appeals and 7 Disciplinary hearings), and Personal injury: The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents: The United Kingdom, the Isle of Man and the Channel Islands.

Section clause	Insured Incidents	Limit of indemnity For all claims resulting from any one or more event arising at the same time or from the same originating cause	Financial limitations to the limit of indemnity
21.4.1 21.4.2	Employment disputes and Compensation awards <i>Please read the Employment disputes and Compensation awards section carefully for details of when to seek and follow the advice from DAS's legal advice service prior to taking any action in relation to any circumstance that may give rise to a claim.</i>	GBP 250,000	Total of all compensation awards payable by the insurer in any one period of insurance under insured incident Compensation awards shall not exceed GBP 1,000,000
21.4.3 21.4.4 21.4.5 21.4.6	Employee civil legal defence Service Occupancy Employment restrictive covenants Legal defence 1. Criminal pre-proceedings cover 2. Criminal prosecution defence 3. Data protection 4. Wrongful arrest 5. Statutory notice appeals 6. Jury service and court attendance 7. Disciplinary hearings	GBP 250,000 GBP 250,000 GBP 250,000 GBP 250,000	Maximum the insurer will pay is the insured person's net salary or wages for the time that the insured person is attending court or tribunal, less any amount the insured , the court or tribunal pays
21.4.7 21.4.8	Statutory licence appeal Contract disputes	GBP 250,000 GBP 250,000	Amount in dispute must exceed GBP 500 (inclusive of VAT) Debt in dispute must exceed GBP 500 (inclusive of VAT)
21.4.9	Debt recovery	GBP 250,000	
21.4.10 21.4.11 21.4.12	Property protection Personal injury Tax protection	GBP 250,000 GBP 250,000 GBP 250,000	

Section 22 – DAS Helplines, DAS Employment Manual and DASbusinesslaw

During the **period of insurance** the **insured person** may use the following services provided in conjunction with the DAS Commercial Legal Expenses **section**: Legal advice helpline, tax advice helpline, counselling service, Employment Manual, DASbusinesslaw. See **Section 22** for details

Policy Excesses

Any applicable **excess** or time **excess** will apply in respect of any one occurrence unless otherwise stated. **ANY SPECIFIC AMENDMENTS TO THESE EXCESSES ARE DETAILED IN THE ENDORSEMENTS BELOW.**

Section			Excess
Property other than as specified below	any one occurrence	GBP	250
subsidence, heave and landslip	any one occurrence	GBP	1,000
theft or attempt thereat	any one occurrence	GBP	250
Deterioration of stock	any one occurrence		As per the Property excess above
Business Interruption	any one occurrence	GBP	Not applicable
Loss of attraction	Time excess – 48 hours		
Interruption of Utilities Supply	Time excess – 24 hours		
Terrorism	as per Property, Business interruption, Money, Goods in Transit and Contract Works Sections		
Money	any one occurrence	GBP	50
Fidelity	any one claim	GBP	Not applicable
Goods in Transit	any one occurrence	GBP	Not applicable
Computer Breakdown	any one occurrence		As per the Property excess above
Equipment Breakdown	any one occurrence		As per the Property excess above
Loss of Licence	any one occurrence	GBP	Not applicable
Cyber, Data Security and Multimedia			As detailed in Section 13 above
Personal Accident and Business Travel			Not applicable
Employers' Liability			Not applicable
Public Liability (claims resulting from damage only)	any one occurrence	GBP	500
Products Liability (claims resulting from damage only)	any one occurrence	GBP	500
Pollution Liability (claims resulting from damage only)	any one claim	GBP	500
Professional Indemnity	any one claim	GBP	Not applicable
Directors and Officers (company excess)			
Worldwide other than claims falling under the jurisdiction of the United States of America and/or Canada:		GBP	Not applicable
DAS Commercial Legal Expenses (claims for Contract Disputes only)	If amount in dispute exceeds GBP 5,000 (inclusive of VAT) the insured must pay first GBP 500 of any claim		

Payment Details

Annual policy premium excluding Section 4 (Terrorism)	GBP	13,350.00
Insurance premium tax	GBP	1,602.00
Annual policy premium insured for Section 4 (Terrorism)	GBP	Not Insured
Insurance premium tax	GBP	Not Insured
Total due	GBP	14,952.00
Premium payment date(s):		

Status Disclosure

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Endorsement Schedule

Policy Ref: Y147697QBE0123A

Period of Insurance: **From:** 00.00 on 01 January 2023 **To:** 24.00 on 31 December 2023
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

This **schedule** sets out additional clauses that form part of the **policy**. The undernoted clauses amend the **section** and/or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

Endorsements

Section 2 – Property – Conditions precedent Waste removal

It is a condition precedent to **insurer's** liability for **damage** by fire or explosion under the Property **section** that:

- a) all oily, greasy or solvent impregnated waste, including cleaning wipes are kept in metal receptacles with metal lids and are removed from the **building(s)** at the end of each working day and are removed from the **premises** at least once each week;
- b) all other combustible trade refuse is removed from the **buildings** at the end of each working day;
- c) all waste or refuse outside the **buildings** is stored in:
 - i) non-combustible lidded containers; or
 - ii) metal skips kept at least five metres away from the **buildings** or other property;

and removed from the **premises** when the containers or skips are full.

Clause: CCPWSA010917

Section 2 – Property – Conditions precedent Unattended operation of machinery

It is a condition precedent to the **insurer's** liability for **damage** caused by fire or explosion that the **insured** will not operate or test any machinery, equipment, systems, ovens or boilers used in any manufacturing process unless at least one employee of the insured is on the **premises** for the purpose of monitoring the safe operation of such equipment. This condition does not apply to:

- a) the operation of office equipment;
- b) systems for the heating or security of the **premises**;
- c) any operation specifically agreed by the **insurer** in writing.

Clause: CCPUNA010917

Section 2 –Property – Conditions precedent Stillage condition

It is a condition precedent to the **insurer's** liability under the Property **section** for **damage** to **stock and materials in trade**, that all such **stock and materials in trade** is stored on racks, pallets or stillages at least 10 cm above floor level at all times throughout the **period of insurance**.

Clause: CCPCSL010917

Section 2 – Property – Conditions precedent Electrical Inspection

It is agreed as a condition precedent to the **insurer's** liability for **damage** by fire or explosion under the **insured section Property** that the **insured** will ensure that all electrical circuits are inspected and tested in accordance with BS7671: 2008 Requirements for Electrical Installations (incorporating any subsequent amendments) by an electrical contractor competent in non-domestic work having current membership of a UKAS accredited registration scheme operated by a recognised professional body every five (5) years and any remedial work necessary whether revealed by such checks or otherwise, is completed without delay, and the **insured** will produce a certificate confirming this to the insurer within a period of thirty (30) days of being so requested.

Clause: CCPCEV 010917

Section 2 – Property – Conditions precedent

Battery charging of plant

It is a condition precedent to the **insurer's** liability for **damage** by fire or explosion under the Property **section** that, where the charging of batteries used by fork lift trucks or other battery powered plant or equipment at the **premises**, the **insured** shall ensure that battery charging takes place;

- a) in a building constructed wholly of non-combustible materials and used solely for battery charging or a specifically designated battery charging area;
- b) with good ventilation to allow dispersal of hydrogen fumes;
- c) with battery chargers that are installed only upon a non-combustible floor, or wall mounted on a non-combustible structure;
- d) with electrical cables and clips maintained in a sound condition, inspected at least one a month by a competent person and any damage rectified immediately;
- e) with a distance of at least two (2) metres between any combustible materials, goods or articles and the fork lift trucks or the charging units if in a specifically designed battery charging area or with a barrier of non-combustible materials erected immediately around that area;
- f) with precautions taken to prevent damage to electrical cables and equipment.

Clause: CCPBAT 010917

Inclusions: All Risks Specified Equipment

Sections 2 - Property and 11 - Property Related Exclusions

In respect of the All Risks Specified Equipment detailed in the **schedule** the **territorial limits** are as indicated for each item and when this specified **property insured** is away from the **premises**, exclusion 12.19 theft and fraud is deleted provided the **insured** agrees as a condition precedent to the **insurer's** liability under this clause that:

- a) whilst the specified **property insured** is left unattended this insurance excludes and does not cover **damage** caused by theft or any attempt thereat unless the **property** is contained:
 - i. within an area which is locked and secured at all points of access, or
 - ii. in the locked boot of or out of sight within any motor vehicle which shall have been locked at all points of access, and the theft or attempt thereat involves forcible and violent entry into the area or motor vehicle,
- b) where the value the specified **property insured** contained in a motor vehicle exceeds GBP 10,000 the vehicle is fitted with a proprietary system having an
 - i) alarm activated by full perimeter and space protection, with a stand-by power supply, and
 - ii) anti-theft ignition immobiliser, passively armed, isolating a minimum of two circuits which are brought into operation whenever the vehicle is left unattended.

Clause: CCPPEZ 010917

Condition - Survey requirement

Ongoing review

This **policy** is subject to surveys of the **insured's** premises by the **insurer** or their authorised agent as required by the **insurer** during the **period of insurance** and the compliance by the **insured** with the resulting risk improvements within the timescales shown in the survey or required by the **insurer**. Should the **insured** not comply with the risk improvements in this manner, then the **insurer** shall either:

- a) amended the premium charged; or
- b) restrict the cover provided by the **policy** at the affected premises; or
- c) cancel the **policy** in accordance with the cancellation clause.

Clause: CCPSRQ 010917

Section 18 - Public, Products and Pollution liability – Exclusions and limitations
Heat work away exclusion

The **insurer** will not indemnify the **insured** against any claim, loss, liability, **defence costs** or any other sums whatsoever arising out of or in respect of or in connection with the use or application of heat in any form away from the **insured's** premises provided that this exclusion shall not apply to work on the **insured's** own vehicles by employees of the **insured**.

Clause: CCPHAE020118

Section 18 - Public, Products and Pollution liability - Exclusions
Advice design or plans full exclusion irrespective of a fee being charged

Public, Products and Pollution liability **section** excludes and does not cover any loss arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by the **insured**.

Clause: CCPADP 010917

Inclusions: North American product extension
Section 18 - Public, Products and Pollution liability - Extensions

- a) the insurance by the Products liability cover is extended to include the **insured's** liability for payment of any judgement, award, payment, **defence costs** or settlement made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgement, award, payment, **defence costs** or settlement either in whole or in part).
- b) The insurance by this extension clause excludes and does not cover:
 - i) any **insured**, subsidiary, party or company incorporated, domiciled, registered or resident in **North America**;
 - ii) **bodily injury, personal injury, damage or denial of access** caused by or arising from or in connection with **pollution**, seepage or contamination;
 - iii) **bodily injury, personal injury, damage or denial of access** including any cost, expense or liability caused by or arising from or in connection with removing, nullifying, remaking or cleaning-up any actual or alleged **pollution**, seepage or contamination;
 - iv) fines, penalties, liquidated damages or punitive damages;
 - v) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.
- c) the **limit of indemnity** stated under this extension clause is deemed to be inclusive of all **costs and expenses** recoverable hereunder.
- d) in respect of each and every claim under this extension, the **insurer** shall not be liable for the first GBP 2,500 of the claim.
- e) Any dispute concerning the interpretation of the terms and conditions of the **policy** or this extension is understood and agreed by both the **insured** and the **insurer** to be subject to English law and each party agrees to submit to the exclusive jurisdiction of the High Court, London, England and to comply with all requirements necessary to give such Court jurisdiction. All matters arising shall be determined in accordance with the law and practice of such Court.

Clause: CCPANE 010917

Extension: Notifiable disease, murder or suicide, food or drink poisoning

Insured section: Business Interruption

The following clause and definition are added to and incorporated into the 'Business Interruption Extension' section of this **policy**, replacing the existing clauses.

Business Interruption Extensions:

Notifiable disease, murder or suicide, food or drink poisoning

The **insurer** will indemnify the **insured** for loss resulting from interruption of or interference with the **business** in consequence of any of the following events:

an occurrence of a **notifiable disease**:

at the **premises**; or

attributable to food or drink supplied from the **premises**;

the discovery of any organism at the **premises** likely to result in the occurrence of a **notifiable disease**;

the discovery of vermin or pests at the **premises**;

an accident causing defects in the drains or other sanitary arrangements at the **premises**; and

an occurrence of murder or suicide at the **premises**;

provided that:

1. the **insurer** will only be liable for loss arising at those **premises** which are directly subject to the events;
2. the **insurer** will only be liable for loss where the event causes restrictions on the use of the **premises** on the order or advice of a Local or Government Authority;
3. the **insurer** will not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above; and
4. the **insurer's** liability will not exceed the sub limit as stated in the **schedule**.

This extension shall not cover loss resulting from 48 hours of each and every such interruption or interference at the **premises**.

Definitions:

Notifiable disease

means any diseases sustained by a person notifiable under the Health Protection (Notification) Regulations 2010, but excluding:

- a) Avian Influenza and/or Influenza A (H5N1);
- b) Swine Influenza and/or Influenza A (H1N1);
- c) Severe Acute Respiratory Syndrome (SARS);
- d) any coronavirus (or similar or equivalent virus in the future);
- e) any mutation or variation of d) above;
- f) any coronavirus disease (or similar or equivalent disease in the future);
- g) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or
- h) any fear or threat of a) to g) above.

Clause: CCPNDS 010320

Exclusion: Communicable Disease**Section: General Exclusions**

Regardless of any provision to the contrary, the policy excludes any amount for which the insurer would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a communicable disease;
- b) the fear or threat (whether actual or perceived) of a communicable disease;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a communicable disease; or
- d) the insured's actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a public authority in response to a communicable disease.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the:

- a) 'Notifiable disease, murder or suicide, food or drink poisoning' extension of the policy;
- b) Employer's Liability section;
- c) Public, Products and Pollution Liability section; and
- d) DAS Commercial Legal Expenses section.

For the purpose of this exclusion, the following definitions apply:

Communicable disease

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation thereof, whether deemed living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured;

regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

Public authority

Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote and protect public health.

Clause: TBC

Conditions: Condition: Long Term Agreement – two years endorsement

Insured section: General Terms and Conditions

The following endorsement is added to and forms part of the 'General Terms and Conditions' of this **policy**. **This endorsement does not apply to the Terrorism or Legal Expenses sections if applicable under this policy.**

1. This endorsement shall be fully and effectively binding with immediate effect from 1 January 2023.
2. The **insured** has agreed to renew the **policy** for a further one (1) period of insurance (a **renewal**) from 1 January 2024 to 31 December 2024, subject to and in accordance with the provisions of this endorsement.

Where the **insured** has agreed to renew the **policy** for a further one (1) **period of insurance** then at the review date of 1 January 2024 (the **review date**), the **insurer** will consider both the premium paid by the **insured** during that **period of insurance** and shall increase the premium rate by 0.00% and apply to the **renewal** the terms applicable to the **policy** at its expiry.

3. **The insurer** has the right to adjust the premium rates, terms or conditions or restrict or vary the cover (including the amount of the **excess**) or to decline to renew the **policy** if any of the following applies at the first review date of 1 January 2024:
 - a) The **loss ratio** exceeds 40%.
 - b) Outward movement of prior year claims reserves exceed 25%.
 - c) If there has been a material alteration to the risk insured under this **policy** as at the 1 January 2024.
 - d) If there has been an increase or decrease of more than 15% in the **insured's** total aggregated sums insured under the Property and Business Interruption Sections for the following twelve (12) months' period in comparison to that provided for the expiring twelve (12) months' period.
 - e) If any change in:
 - i. law (including any enactment, subordinate legislation, law, regulation, decree treaty or instrument in force) of any country or territory; or
 - ii. the interpretation of such law by any court tribunal or arbitration any government or regulatory body or ombudsman;
 that prevents the **insurers** from providing cover, materially increases the extent of cover provided by the **policy** or obliges the **insurer** to alter any terms and conditions of the **policy**.
 - f) If there is a change in the **insurer's** reinsurance arrangements which is material to the risk insured by this **policy**, having the effect that reinsurance protection is no longer available to the **insurer** or ceases to be available on substantially the same terms and conditions, rates or cost as applied at the inception of this endorsement.
 - g) If the **insurer** elects to change the terms in accordance with above at the **renewal**, then the **insured** may at its option:
 - I. terminate this **policy**; or
 - II. continue it at the new terms for the remainder of the **period of insurance**.

4. If the **insured** seeks to terminate the **policy**, the **insured** shall be liable to pay to the **insurer** upon written demand, the premium which should have been paid from inception date of the **policy** and the premium in respect of the **renewal**.

5. For the purpose of this endorsement the following definitions are added to the **policy**:

Loss ratio

Loss ratio means the **total claims** divided by the total net adjusted premiums (Shall mean less commission and insurance taxes) paid and payable for the applicable **period of insurance**.

Total claims

Total claims mean

- a) the total of actual claims payments including all medical and other charges; and
- b) reserves made by the **insurer** for outstanding claims and circumstances; as recorded in the **insurer's** official claims.

Clause : **CCPLAG 010920**

Section 25 - General Conditions

Low claims rebate – All insured sections except Terrorism

The following clause is incorporated in and forms part of the General conditions to this **policy**.

The **insurer** will allow the percentage rebate as specified in the table below on the expiring year's premium at the end of each **period of insurance** on all **insured sections** of this **policy** (with the exception of **insured section 4 – Terrorism**), provided that:

- a) the aggregated **earned loss ratio** over the period since inception of this Agreement is less than the percentage specified below;
and
- b) the **policy** is renewed with the **insurer** on expiry of the **period of insurance**

For the purpose of this clause, the following definitions attach to and form part of the General Definitions and Interpretations of the **policy**.

Earned Loss Ratio

Earned Loss Ratio shall mean:

The percentage (in relation to the period since inception of this Low Claims Rebate Agreement) of the aggregated amount of claims paid and estimates or reserves in respect of any outstanding claims or losses, all of which are calculated 3 months after the expiry of each **period of insurance**, relative to the aggregated premiums due, including any adjustments thereto in respect of mid term alterations and after the deduction of commission (excluding IPT or any other taxes).

Earned Loss Ratio	Percentage Rebate
0%-10%	5%
10%-20%	2.5%
20% above	0%

Clause: CCPLCR 010917