

LOSS OF LICENCE SECTION

Only applicable if this Section is shown as operative in the Schedule

Indemnity

In the event of the licence for the sale of excisable liquors which has been granted in respect of the Premises being forfeited suspended or withdrawn the Company will pay the Insured

1. The reduction in value of the Premises if the Insured is unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and the Insured sells the Premises
2. All costs and expenses incurred by the Insured with the written consent of the Company

The maximum amount payable during any Period of Insurance is the Limit of Indemnity shown in the Schedule

Exclusions

No claim shall arise under the Section if -

- a) the Insured is entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
- b) alterations to the Premises requiring the consent of the licensing or other authority shall be made without that consent
- c) the Premises are closed for any period not required by law
- d) the Premises are not maintained in a good state of sanitary condition or repair
- e) any direction or requirement of the licensing or other authority is not complied with
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through the misconduct procurement

connivance neglect or omission of the Insured or by any omission by the Insured to take any step necessary to keep the licence in force

- g) prior or subsequent to the refusal to renew or forfeiture of the licence the Premises are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with post-war reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences

Exclusions b) to f) inclusive shall not apply where the Insured or any other claimant under this Section proves to the reasonable satisfaction of the Company that the matter was completely beyond their power or control

Professional Accountants Charges

The Company will indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insureds business books or such other proofs information or evidence as the Company may require under the terms of General Condition 4 and reporting that such particulars or details are in accordance with the Insureds business books or documents

Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax carried out

Special Conditions

1. The Insured shall on becoming aware of any
 - a) complaint against the Premises or its control
 - b) proceedings against or conviction of the licence holder manager tenant or occupier of the Premises for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
 - c) change in the tenancy or management of the Premises
 - d) transfer or proposed transfer of the licence
 - e) alteration in the purpose for which the Premises is used
 - f) objection to renewal or other circumstances which may endanger the licence or its renewal immediately give notice in writing to the Company and supply such additional information and give such assistance as the Company may reasonably require
2. In the event of the death bankruptcy or incapacity of the Insured or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety) of the tenant manager occupier or licence holder the Insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justices will transfer the licence or grant the licence by way of renewal
3. In the event of the licence being forfeited or refused renewal the Insured shall –
 - a) give notice in writing to the Company within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
 - b) give all such assistance as the Company may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the Company and its solicitors full discretion in the conduct of such proceedings
 - c) apply if practicable and if required by the Company for the grant of such new licence for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form
 - d) provide a statement of the insured loss if any together with such documents statements and accounts as may be reasonably required by the Company to verify the same and also if required by the Company make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give the Company free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business