

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Business</b>	<b>Your</b> business carried out at <b>your venue</b> .
<b>Income</b>	The total income of the <b>business</b> .
<b>Indemnity period</b>	The period beginning at the date on which the <b>loss of licence</b> takes effect and lasting for the period during which <b>your income</b> is affected as a result, but for no longer than the number of months shown in the schedule.
<b>Licence</b>	The Justices' Licence from time to time in force in respect of the premises of <b>your venue</b> for the retail sale of excisable liquors (England and Wales) or the licence granted pursuant to the Licensing (Scotland) Act 1976 as amended from time to time.
<b>Loss of licence</b>	The suspension or withdrawal of, or refusal to renew, <b>your licence</b> by the licensing justices or other licensing authority.

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<b>What is covered</b>	<b>We</b> will cover <b>your</b> loss of <b>income</b> following <b>loss of licence</b> during the <b>period of insurance</b> . <b>We</b> will also pay the reasonable costs and expenses <b>you</b> incur with <b>our</b> prior written consent in connection with any appeal against the <b>loss of licence</b> .
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<b>What is not covered</b>	<b>We</b> will not make any payment for losses arising from: <ol style="list-style-type: none"><li>any suspension or withdrawal of or refusal to renew a <b>licence</b> for which <b>you</b> are entitled to claim statutory compensation.</li><li><ol style="list-style-type: none"><li>the actual or proposed compulsory acquisition of <b>your venue</b> or the premises;</li><li>any scheme of town or country planning improvement or redevelopment.</li></ol></li><li>any alteration after the start of the <b>period of insurance</b> of the law governing the suspension, withdrawal or renewal of <b>licences</b> unless we confirm in writing that the insurance will apply after such alteration.</li><li><b>your</b> failure:<ol style="list-style-type: none"><li>other than for good cause, to keep the <b>venue</b> open during the permitted hours;</li><li>to comply with any direction or requirement of the Licensing Justices or other licensing authority;</li><li>to maintain the <b>venue</b> in a good sanitary condition and a good state of general repair.</li></ol></li><li>any <b>loss of licence</b> occasioned wholly or in part by any act or omission by <b>you</b> or by <b>your</b> failure to take all reasonable action to maintain the <b>licence</b> in force.</li><li>the suspension or withdrawal of, or refusal to renew, any late night, afternoon or morning extension of the standard opening hours (in England and Wales) or permitted hours as defined in Section 53 of the Licensing (Scotland) Act 1976 as amended from time to time unless such suspension, withdrawal or refusal to renew is ancillary to the <b>licence</b> being suspended, withdrawn or not renewed.</li></ol>
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**How much we will pay**

**We** will pay the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period but for the **loss of Licence**, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**.

The most **we** will pay in total during the **period of insurance** is the amount shown in the schedule.

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**Your obligations**

## Notification

1. **You** must give **us** written notice within forty-eight hours after **you** receive information, whether oral or written, that:
  - a. any notice caution or complaint has been given or made against the **venue** or premises, or against the tenant, manager, occupier or **licence** holder, or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever;
  - b. an application for renewal is to be opposed, or its consideration is adjourned or referred to the compensation authority, or the **licence** holder is required to give any undertaking, or any structural alterations are required; or
  - c. the **licence** holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on the business.
2. In addition, **you** must notify **us** in writing within forty-eight hours after:
  - a. **your licence** is suspended, withdrawn or not renewed;
  - b. **you** become aware of any event likely to prejudice the **licence**.

**You** must tell **us**, as far as **you** are able, the grounds for such suspension, withdrawal or refusal to renew or the details of such event.

## Appeals

**We** shall be entitled to appeal in **your** name against any **loss of licence** and shall have full discretion in the conduct of any proceedings. **You** must give **us** all assistance **we** may reasonably require.