

PROTECTOR

Insurance

**Commercial
Property Wording**

PR002CP

Thank you for choosing Protector Insurance for Your Property policy. We work in partnership with Your insurance broker, building unique relationships, to ensure that You receive product and service excellence.

Policy information for the Policyholder

The Policy is a legal contract between **You** and **Us**. Please read it carefully to ensure that it is in accordance with **Your** requirements and that You understand its limits, terms conditions and exclusions.

This policy wording, together with **Your** policy **schedule**, endorsements and Certificate are all part of **Your** policy and should be read together to avoid any confusion. Any word or expression which has a specific meaning will have the same meaning whenever it appears in **Your** policy, and will be defined in the General Definitions section of the wording.

This Policy has been prepared in accordance with the information provided by **You**. In its preparation, the **Insurer** has relied upon the information provided by **You** as constituting a fair presentation of the risk to be insured. It is **Your** responsibility to undertake a reasonable search for material circumstances and to ensure all such material circumstances are disclosed before the policy is incepted. **You** should ensure that the information provided is substantially correct, and true and accurate to the best of **your** knowledge and belief. **Your** insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

Protector will indemnify **You** in accordance with the terms of this policy, in consideration of the payment to **Us** of the premium for the **Period of Insurance**.

Notifying a Claim

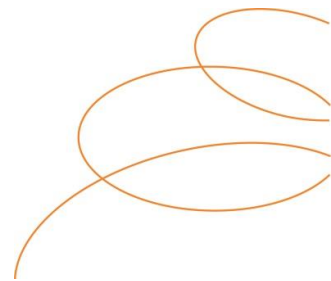
Claims under this **policy** should be notified to the **insurer** in accordance with General Condition 15 at the following Protector Insurance Office.

Please provide your policy number, and as much information as possible about the claim.

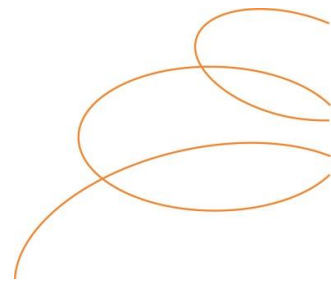
Protector Insurance
7th Floor
3 Hardman Street
Manchester
M3 3HF
Tel: 0161 274 9077
e-mail: claims@protectorinsurance.co.uk

Signed, on behalf of Protector Insurance

Sverre Bjerke, Chief Executive Officer



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Definitions

Unless otherwise stated in the Policy wording, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in the **Insured's** Policy.

A

Aggregate

The total maximum amount

- a. From the inception date of cover until the expiration of the first **Period of Insurance** or
- b. For the **Period of Insurance** from each Renewal Date in respect of the **Period of Insurance** during which the loss destruction or **damage** occurs

Ancillary Equipment

means equipment solely used for the specific purpose of creating a suitable operating environment for **Computer Equipment**, including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, voltage regulation equipment, electronic access equipment, heat and smoke detection equipment and computer room partitioning.

Annual Rent Receivable

means **Rent Receivable** during the 12 months immediately before the date of the **incident**.

Annual Rent Receivable and **Standard Rent Receivable** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.

Annual Revenue

means the **Revenue** during the 12 months immediately before the date of the **Incident**.

Annual Revenue and **Standard Revenue** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for

the **Incident** would have been obtained during the relative period after the date of the **Incident**.

Annual Turnover

means the **Turnover** during the 12 months immediately before the date of the **Incident**.

Rate of Gross Profit, Standard Turnover and **Annual Turnover** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.

Any One Claim

means all claims arising from the same originating cause or series of **events** or **occurrences** attributable to one originating cause.

Assault

means actual or attempted physical **assault**, robbery or hold up.

Auditor's Fees

Means necessary and reasonable fees payable by the **Insured** to its auditors or professional accountants for producing such particulars or details contained in the **Insured's** books of account or other **business** documents or other such proofs, **information** or evidence as may be required by the **Insurer**.

B

Benefit

means the amount payable under the **Schedule** of Compensation in Section 4B Personal Accident **Assault**

Benefits

means;

1. Death;
 - Loss of Limb and Loss of Eye**
2. Loss of two or more Limbs or both Eyes or one of each;
 - Loss of Limb and Loss of Eye**
3.
 - a. loss of one Limb or Eye;
 - b. Permanent total loss of speech;
 - c. Permanent total loss of hearing;

- a. in both ears;
- b. in one ear;

4. **Permanent Total Disablement;**
5. **Temporary Total Disablement;**
6. **Temporary Partial Disablement;**
7. Medical Expenses.

Breakage

means accidental fracture extending through the entire thickness of the **Glass** or Sanitaryware

British Isles

means the **United Kingdom**, the Channel Islands and the Isle of Man.

Building(s)

means;

1. the **building(s)** situated at the **Premises** being constructed of brick, stone or concrete and roofed with slates, tiles, concrete metal or asbestos unless otherwise agreed by the **Insurer**; and
2. landlord's fixtures and fittings including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential **Premises**, fixed **glass**, fixed sanitaryware and walls, security and associated equipment, in or on the said **buildings**;

which are the property of or leased to the **Insured**.

Unless more specifically insured, **Buildings(s)** also includes:

- a. annexes and **outbuildings**;
- b. tenants improvements;
- c. conveyors, trunks, lines, wires, service pipes and similar property on the **premises** and extending to the public mains;
- d. walls, gates and fences;
- e. foundations;
- f. car parks, yards, roadways and similar surfaces at the **premises**;

which are the property of the **Insured** or for which the **Insured** is responsible.

Building(s) in the course of construction are excluded.

Business

means the **business** of the **Insured** stated in the **Schedule**.

Business Hours

means any period during which the **Premises** are open for **Business** and attended by the **Insured** or any authorised Person.

C

Computer Equipment

means **Hardware**, **Peripheral Equipment**, and **Ancillary Equipment** including any equipment, which having more than one function, can be used as **Computer Equipment**.

Computer Record

means a unit of **Electronic Data** representing a particular transaction or inter-related data which describes an **event**, person or other entity.

Consequential Loss

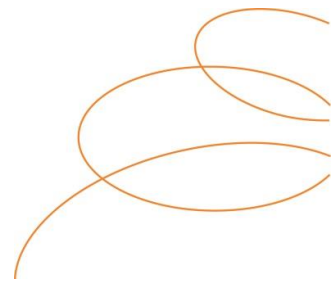
means loss resulting from or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of accidental loss of or destruction of or damage to property used by the **Insured** at the **Premises** for the purpose of the **Business**.

Contents

means machinery, plant, **Computer Equipment**, furniture, fixtures, fittings, alterations and decoration and all other **contents** the property of the **Insured** or held by them in trust for which the **Insured** is legally responsible and is contained within the **Premises**.

Excluding:

1. **Buildings**;
2. **Stock in Trade**;
3. **Money**;
4. deeds, documents, manuscripts, plans, designs and **business** books except for an amount not exceeding £10,000 in respect of the value of the materials as stationery, together with the cost of the clerical labour expended in reproducing such deeds, documents, manuscripts, plans, designs and **business** books;
5. **Computer Records** except for an amount not exceeding £25,000 in respect of the value of the Data Media together with the cost of the clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of **information** to be recorded therein);
6. patterns, models and moulds, for an amount not exceeding £25,000 in respect of the value of the



materials together with the cost of labour expended in reinstatement;

7. the personal effects including tools clothing, and pedal cycles of employees, directors', pupils, visitors', guests and customers' personal effects for an amount not exceeding £2,000 for any one person;
8. **glass**;
9. motor **vehicles** and their accessories;
10. wines, spirits, cigarettes and tobacco goods except for an amount not exceeding £1,000 in respect of any one **Premises**

Corruption

means the loss, distortion, **corruption** or erasure of any **software Program(s)** or data forming part of the Data Media.

D

Damage or Damaged

means accidental physical loss of, destruction of or **damage** to the **Property Insured**.

Damage to Property

means accidental physical loss of, destruction of or **damage** to material property.

Debris Removal

means costs and expenses necessarily and reasonably incurred by the **Insured** with prior consent of the **Insurer** to:

1. remove debris from;
2. dismantle and/or demolish;
3. shore up or prop up;

the portion or portions of the **Property Insured** following damage.

The **Insurer** will not pay for any costs or expenses:

1. incurred in removing debris except from the site of the **Property Insured** and the area immediately adjacent to such site;
2. arising from **pollution or contamination** of property not insured by this Policy.

Defined Peril

means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other

than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any **vehicle** or animal.

Deductible

means the first amount payable of any claim borne by the **Insured** in respect of every Insured **Event**. This amount is part of and not in addition to any **Limit of Liability**.

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

E

Electronic Data

means facts, concepts and **information** converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes **programs, software** and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Estimated Gross Profit

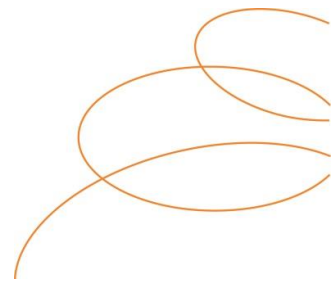
means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or proportionate to a multiple thereof where the Maximum **Indemnity Period** varies from 12 months).

Estimated Revenue

means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or proportionate to a multiple thereof where the Maximum **Indemnity Period** varies from 12 months).

Event

means any **occurrence**, including the continuous exposure to substantially the same general conditions, which results in **Damage to Property**. All **Events** or series of **Events** consequent upon or attributable to one source or original cause shall be regarded as a single **Event** for the purposes of this Policy.



Excess

means the amounts as stated in either this Policy wording or in the **Schedule**, as applicable, that are to be deducted from any loss and which amounts shall be borne by the **Insured**.

G

Glass

means:

1. fixed **glass** and mirrors in or at the **Premises**;
2. window alarm foil, ornamental **glass**, lettering and silvering;
3. fixed external signs including neon signs;

Being the property of the **Insured** or for which the **Insured** is responsible.

Gross Profit

means the amount by which:

1. the sum of the amount of the **Turnover** less discounts allowed and the amount of the closing stock, finished goods, raw materials and work in progress, shall exceed;
2. the sum of the amount of the opening stock, finished goods, raw materials and work in progress and the amount of **Uninsured Working Expenses**.

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the **Insured's** normal accountancy methods, due provision being made for depreciation.

H

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether or not the property of the **Insured**.

Hardware

Means the physical equipment or units that make up the **Computer Equipment**.

I

Incident

means loss or destruction of or damage to property used by the **Insured** at the **Premises** for the purpose of the **Business**.

Indemnity Period

means the period beginning with the **occurrence** of the **Incident** and ending not later than the end of the Maximum **Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Incident**.

Information

means processed data.

Insured

means the **Insured** as stated in the **Schedule**

Insured Goods

means goods (subject to Excluded Property as stated in Section 5, Exclusion 1) incidental to the **Business** which are the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is legally responsible. Containers, tarpaulins and ropes belonging to the **Insured** whilst in or on a **vehicle** or trailer owned or operated by the **Insured** are included, up to a limit of £250 (two hundred and fifty pounds) in respect of all such items.

Insurer

means Protector Insurance

Intruder Alarm System

means an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into **Protected Premises**.

K

Keyholder

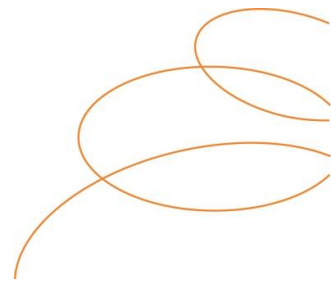
means the **Insured** or any person or keyholding company authorised by the **Insured** who must be available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**, attend and allow access to the **Premises**.

L

Loss of Eye

means permanent and total loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured** Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3



feet what the **Insured** Person should see at 60 feet)

Loss of Licence

means the Licence being:

1. forfeited, suspended or withdrawn under the provisions of the Licensing Act 2003 or the equivalent legislation in Scotland or any subsequent legislation governing such Licence; or
2. refused renewal by the appropriate licensing authority after proper application;

due to reasons beyond the control of the **Insured**.

Loss of Limb

means;

- a. in the case of a leg, loss by the physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.
- b. in the case of an arm, loss by physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arms or hand.

Limit of Liability

In respect of any **one event** unless otherwise specified in the policy, our liability in total by this Policy shall not exceed the **Limit of Liability** stated in any **schedule** or elsewhere in this Policy

M

Money

means **money** that is the property of the **Insured** or for which the **Insured** is legally responsible that is either:

1. negotiable instruments which must be **current** coinage, bank and currency notes, uncrossed cheques, Giro Cheques, uncrossed postal and **money** orders, unexpired units in franking machines, unused postage stamps, **revenue** stamps, National Savings and National Insurance stamps, **business** travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or
2. non-negotiable instruments which must be any crossed instrument being a cheque, **money** or postal order, traveller's cheque, Giro draft, bankers draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps,

stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

N

Non-Ranking Deductible

The amount stated in the **schedule** to be deducted from each and every loss at each separate **premises** before contributing towards the annual **aggregate** and once the annual **aggregate** has been breached.

O

Occurrence

means any one loss or series of losses consequent upon or attributable to one source or original cause.

(Section 6) means all individual losses arising during a continuous period of 72 (seventy two) hours of which the proximate cause is the same Act of **Terrorism**.

Offshore

means from the time of embarkation onto a conveyance at the point of final departure to any **Offshore** installation, including but not limited to any **Offshore** rig or platform, whilst on any **Offshore** installation or support or accommodation vessel for an **Offshore** installation, until disembarkation onto land upon return from such installation.

One Event

The total of all losses arising from one **occurrence** or all **occurrences** of a series consequent upon or attributable to one original cause after the application of all the terms and conditions.

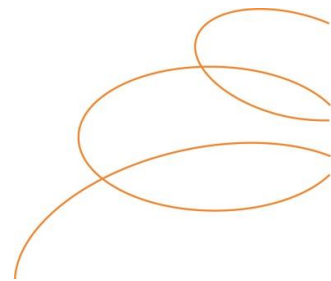
Outbuildings

means any building that is subsidiary to the **Building(s)**, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

Outstanding Debit Balances

means the total **outstanding debit balances** last recorded by the **Insured** before the date of the **Incident**, adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Incident**) to customers' accounts in the period between the date to which the last record relates and the date of the **Incident**;



3. any abnormal condition of trade which had or could have had a material effect on the **Business**;

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Incident** had the **Incident** not occurred.

Overnight

means between 1800 hours and 0800 hours.

P

Period of Insurance

means the period as stated in the **schedule**.

Peripheral Equipment

means **hardware** not contained within the main processing computer such as but not limited to terminals, modems, local area network cabling and infrastructure, separate storage devices and other devices that can be operated under computer control.

Permanent Total Disablement

Means permanent disablement entirely preventing the **Insured Person** from engaging in or attending to any occupation for which the **Insured Person** is reasonably fitted by reason of education, training and/or experience

Phishing

means any access or attempted access to data or information made by means of misrepresentation or deception.

Policy

The contract of insurance formed of the documents described in the Introduction.

Pollution or Contamination

Pollution or contamination of any Building or other structures or of water, land or the atmosphere

Premises

means the location(s) as stated in the **Schedule** or in any list of **Premises** or Locations as supplied by the **Insured** and lodged with the **Insurer** and used by the **Insured** for the purposes of the **Business**.

Professional Expenses

means fees, expenses and disbursements reasonably incurred by the Appointed Representative with the written consent of the Claims Administrator but does not include any tax or VAT, interest or penalties-demanded, assessed or required by the relevant authority or other penalty imposed by a court or tribunal.

Professional Fees

means architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the **Insurer's** consent in the reinstatement of the **Property Insured** directly consequent upon its **Damage** by an **event** insured hereby but not for the preparation of any claim. The amount payable for such fees shall not exceed those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the **Damage**, and the amount payable under any item including or consisting of **Professional Fees** shall not exceed in total its **Sum Insured**.

Program(s)

means the set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.

Property at Exhibition

means exhibits including the stand, its furnishings and equipment that is the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is legally responsible whilst such property is at any exhibition or in **transit** to or from any exhibition including loading, temporary housing en-route and unloading.

Property Insured

means the subject matter insured as stated in the **Schedule**, but not intellectual property.

Protected Premises

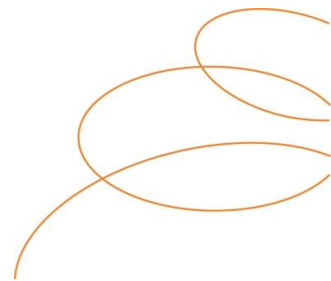
means the **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**.

R

Rate of Gross Profit

means the **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

Rate of Gross Profit, Standard Turnover and Annual Turnover are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.



Rent

means **Rent** which continues to be legally payable by the **Insured** whilst the **Premises** are rendered unusable as a result of **Damage** but only in respect of the period reasonably necessary for their reinstatement and not exceeding the maximum period stated in the **Schedule**.

Rent Receivable

means the **money** paid or payable to the **Insured** for accommodation provided in the course of the **Business** at the **Premises**.

Responsible Person

means the **Insured** or any other person authorised by the **Insured** to be responsible for the security of the **Premises**.

Revenue

means the **money** paid or payable to the **Insured** for the **Business** activities as stated in the **Schedule** or as amended by Endorsement.

S

Sanitary Fittings

means fixed items of sanitary ware, the property of the **Insured**, or for which the **Insured** is responsible, situated within the **Premises**.

Schedule

means the **Schedule** of Insurance attaching to and forming part of this Policy.

Software

means any **Program(s)** which is/are characterised as systems and/or application **software** and which is/are designed to invoke processing and/or facilitate the writing of any **Program(s)**.

Standard Rent Receivable

means the **Rent Receivable** during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Annual Rent Receivable and **Standard Rent Receivable** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall present as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.

Standard Revenue

means the **Revenue** during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Annual Revenue and **Standard Revenue** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall present as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.

Standard Turnover

means the **Turnover** during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Rate of Gross Profit, **Standard Turnover** and **Annual Turnover** are subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the date of the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the date of the **Incident**.

Stock in Trade

means stock and materials in trade, including finished stock and work in progress, the property of the **Insured** and goods in trust for which the **Insured** is responsible.

Sum Insured

means the **Sum Insured** as stated in the **Schedule** applicable to the particular item or Section.

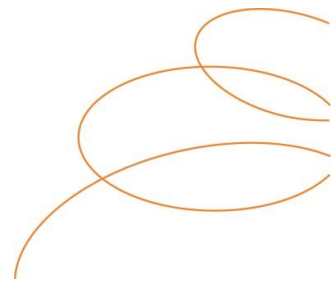
T

Temporary Partial Disablement

means temporary disablement entirely preventing the **Insured** Person from engaging in or attending to a substantial part of their usual occupation.

Temporary Total Disablement

means temporary disablement entirely preventing the **Insured** Person from engaging in or attending to their usual occupation.



Territorial Limits

means unless expressly stated to the contrary in any Section of this **Policy**, the **Schedule** or any Endorsement which may be attached to this **Policy**, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transit

means the period during which the **Insured Goods** are being:

- a. conveyed by or temporarily housed in or upon a **vehicle** or trailer owned or operated by the **Insured**;
- b. conveyed by or in the charge of a carrier for the purpose of transportation by the carrier;
- c. conveyed by any other means of **Transit** stated in the **Schedule**;
- d. loaded onto or unloaded from the means of conveyance described in **a**, **b**, or **c** above;

anywhere within the **Territorial Limits**, including sea and air **transits** therein.

Turnover

means the **money** paid or payable to the **Insured** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

U

Uninsured Working Expenses

means **uninsured working expenses** as stated in the **Schedule**.

United Kingdom

Means England, Scotland, Wales and Northern Ireland

Unlawful Association

means any organisation which is engaged in **Terrorism** and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

Unoccupied

means closed for **Business** or not occupied for its usual **Business** purposes, for any period of more than 30 (thirty) consecutive days.

V

Vehicle

means any **vehicle** including a caravan or trailer constructed to be towed by such a **vehicle** on the public highway, which is owned by the **Insured** or leased to the **Insured** other than one used in connection with racing and/or rallies and/or competition of any kind.

Verified

means checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration.

Virus or Similar Mechanism

means any **program** code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect any computer **Program(s)**, data files or operations, whether involving self-replication or not. **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs.

W

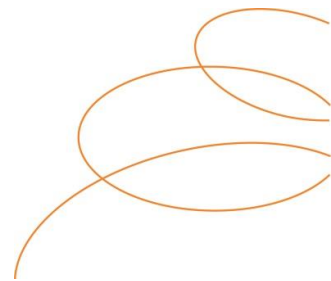
Waste

means all **waste** including materials to be recycled, reconditioned or reclaimed

Y

You/Your/Yours

means the **Insured**



General Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections:

This **Policy** does not cover

1. Electronic Date Recognition

Damage or **consequential loss** or legal liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer **software**, whether the property of the **Insured** or not:

- a. correctly to recognise any date as its true calendar date;
- b. to capture, save or retain, and/or correctly to manipulate, interpret or process any data or **information** or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c. to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer **software**, being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;

but this shall not exclude subsequent **damage** to the **Insured's** property including hired in plant and hired temporary **buildings** or **consequential loss** resulting therefrom not otherwise excluded under this **Policy**, which itself results from a **Defined Peril**.

For the purposes of this General Exclusion the words **Defined Peril** mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any apparatus or pipe, impact by any road **vehicle** or animal and theft.

2. Electronic Data

Any loss, damage, destruction, distortion, erasure, **corruption** or alteration of **Electronic Data** from any cause whatsoever (included but not limited to **Virus** or **Similar Mechanism** or **Hacking** or **Denial of Service Attack**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or **event** contributing concurrently or in any other sequence to the loss, unless any such loss or **damage** results from a **Defined Peril** and is not otherwise excluded.

3. Northern Ireland

Loss or destruction or **damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

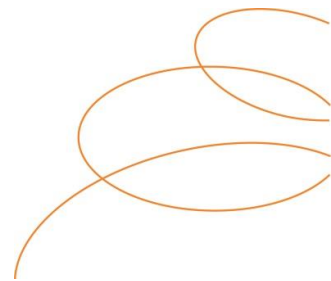
- a. civil commotion
- b. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

In any action, suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion any loss, destruction or **damage** or loss resulting from such loss, destruction or **damage** is not covered by this insurance (or is covered only up to a **limit of Liability** as stated in the **Schedule**) the burden of proving such loss, destruction or **damage** is covered (or is covered beyond that **Limit of Liability**) shall be upon the **insured**.

4. Radioactive Contamination, War, Sonic Boom and Confiscation

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **consequential loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear **waste** or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction of the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- d. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- e. loss, destruction or **damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- f. confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.



5. Terrorism

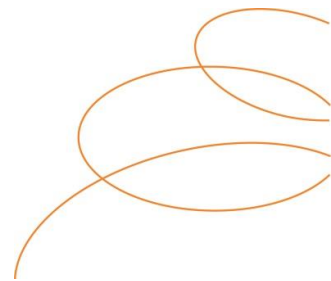
- a. Loss, damage, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any Act of **Terrorism**, regardless of any other cause or **event** contributing concurrently or in any other sequence to such Act of **Terrorism**
- b. Loss, damage, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any other way related to any Act of **Terrorism**
- c. Any loss whatsoever or any expenditure resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - iii. chemical and/or biological and/or radiological irritants, contaminants or pollutants.
- d. Loss, damage, injury, cost or expense directly or indirectly arising out of:
 - i. any business interruption losses resulting from customers or suppliers extensions or denial of access due to any Act of **Terrorism**;
 - ii. loss, damage, injury, cost or expense directly or indirectly arising out of any service interruption due to any Act of **Terrorism**.

If the **Insurer** allege that by reason of this Exclusion any loss, damage, injury, cost or expense is not covered by this Insurance, the burden of proving to the contrary shall be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

6. Excess

The **Insurers** shall not indemnify the **Insured** for the amount of the Excess specified in the **Schedule**.



Section 1 – Property Damage All Risks

The Cover

The Insurer will indemnify the Insured against Damage arising from any accidental cause not being an Excepted Cause, occurring during the Period of Insurance, subject always to the Excess(es) and the limits, terms, conditions and exclusions of this section of the Policy.

Limit of Liability

The liability of the Insurer under this Section shall not exceed in the whole the Total **Sum Insured** or the **Sum Insured** in respect of any one individual Item subject to any other **limit of liability** as stated herein or on the **Schedule**.

The Excess or Deductible

The Insurer shall not indemnify the Insured for the amount of the **Excess** or **Deductible** in the **Schedule**.

The Property Insured

- A. **Building(s);**
- B. **Contents;**
- C. **Stock in Trade;**
- D. **Rent;**
- E. Any other property specified in Section 1 of the **Schedule**

All the property of the **Insured** or for which the **Insured** is legally responsible whilst at the **Premises** to which this Insurance applies

Excepted Property

The Insurer shall not indemnify the Insured in respect of loss of or **damage** to:

1.
 - a. jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art of rare books;
 - b. **Glass or Sanitary Fittings;**
 - c. **glass** (other than **Glass**), china, earthenware, marble, statuary or other fragile or brittle objects.

but this shall not exclude **Damage** caused by a **Defined Peril** and not otherwise excluded.

2. property in **transit** except as provided for in Extensions 17 **Property at Exhibitions**, 21 **Temporary Removal**, 22 **Temporary Removal**

Computer Records and 23 **Temporary Removal Documents**.

3.
 - a. **vehicles** licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - b. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - c. working dynamos, motor wires, main or electrical apparatus through short circuiting, overrunning or **excessive** pressure;
 - d. land, roads, pavements, piers, jetties, bridges, culverts or excavations;
 - e. livestock, growing crops or trees

unless specifically mentioned in the **Schedule** as insured by this section.

Section 1 Clauses

1. Designation

For the purpose of determining where necessary the heading under which any property is **insured**, the **Insurer** agree to accept the designation under which such property has been entered into the **Insured's** books of accounts.

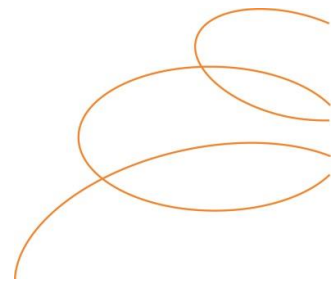
2. Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, the **Insurer** shall not be liable for **damage** to the equipment which contained the particular piece of apparatus or fitting which has caused the fire, but the **Insurer** shall be liable for **damage** to any other apparatus or fittings in consequence of such fire if such other apparatus or fittings are otherwise **insured** under this Section.

3. Non-invalidatio

The Insurance under this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that the **Insured** shall give notice to the **Insurer** as soon as reasonably practicable after such act or omission or alteration comes to the notice of the **Insured** and shall pay any additional premium required by the **Insurer**.

4. Replacement or Reinstatement



In the event of **Damage** under Item A (**Buildings(s)**) and/or item B (**Contents**) **insured** hereby, the basis upon which the amount payable by the **Insurer** is to be calculated shall be the reinstatement of the **Property Insured** suffering **Damage**, subject to the following Special Provisions and subject also to the limits, terms, conditions and exclusions of the Policy except insofar as the same may be varied hereby.

For the purpose of this Clause “reinstatement” shall mean the carrying out of the after-mentioned work, namely:

- a. where **Property Insured** is lost or destroyed, the rebuilding of the property, if a Building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- b. where **Property Insured** is damaged, the repair of the **Damage** and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions for Clause 4

- a. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of the **Insurer** not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this Policy if this Clause had not been incorporated herein shall be made.
- b. When any **Property Insured** under Item A (**Buildings(s)**) and/or Item B (**Contents**) is damaged or destroyed in part only the liability of the **Insurer** shall not exceed the **sum** representing the cost that the **Insurer** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- c. No payment beyond the amount which would have been payable by the **Insurer** under this Policy if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred by the **Insured**.
- d. Item A (**Building(s)**) and Item B (**Contents**) are declared to be separately subject to the following condition of Average:

If at the time of reinstatement the **sum** representing 85% (eighty five percent) of the cost which would have been incurred by the **Insured** in reinstatement if the whole of the **Property Insured** under the Item had

been destroyed, exceeds the **Sum Insured** at the commencement of the **Damage**, then the **Insured** shall be considered as being their own **Insurer** for the difference between the **Sum Insured** and the **sum** representing the cost of reinstatement of the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.

Where by reason of any of the above Special Provisions no payment is to be made by the **Insurer** beyond the amount which would have been payable under the Policy if these Special Provisions had not been incorporated herein, the rights and liabilities of the **Insurer** and the rights and liabilities of the **Insured** in respect of the loss, destruction or **damage** shall be subject to the limits, terms, conditions and exclusions of this Policy, including any conditions of Average herein as if these Special Provisions had not been incorporated herein.

5. 72 Hours Clause

It is hereby agreed that **Damage** caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 (seventy two) consecutive hours during any one **Period of Insurance** shall constitute one **Occurrence** for the purposes of this Section. The **excess** shall apply separately to each selected period as follows:

The **Insured** shall select the time from which any such period shall commence but no 2 (two) such selected periods shall overlap.

Section 1 Conditions

Fire Extinguishing Appliances

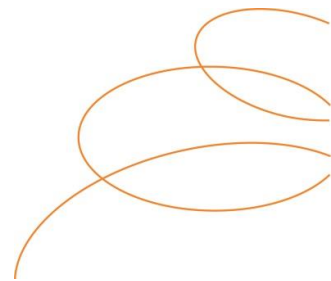
The Insurance takes into consideration the installation of fire extinguishing appliances in accordance with details provided by the **Insured** to the **Insurer** and the **Insured** undertakes to maintain the said appliances in full and effective working order and under a contract for maintenance during the **Period of Insurance**.

Section 1 Extensions

Unless otherwise stated in the **Schedule** the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section of the Policy.

1. Additional Costs

This section extends to include cover for reasonable additional costs necessarily incurred by the **Insured** to maintain security, habitability and tenability at the **Premises** following **Damage** insured hereby, other than the loss of keys by theft, subject to a limit of £25,000 or 5% (five percent) of the **Total Sum Insured** as stated in the **Schedule**, whichever is the lesser, in respect of the **Premises** at which the **Damage** occurred.



2. Automatic Reinstatement of Sums Insured

In consideration of the **Sums Insured** not being reduced by the amount of any loss, the **Insured** undertakes to pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance**, and to carry out any measures that the **Insurer** may require to prevent further **damage** or enhance the security of the **Premises**. Subject to the **Insurer** liability not exceeding the **Sum Insured** in respect of any one item in respect of any one **Occurrence**.

3. Breakage of Glass and Sanitary Fittings Extension

This Section extends to indemnify the **Insured** for the costs of repair or replacement in the event of **Breakage of Glass** or **Sanitary Fittings**.

The liability of the **Insurer** under this Extension shall not exceed the replacement value of the **Glass** or **Sanitary Fittings** at the time of the **Breakage**.

The basis of claim settlement shall be the value of **Glass** or **Sanitary Fittings** or at the **Insurer**' option its repair, replacement or reinstatement.

The **Insurer** will also pay:

- a. for **damage** to frames or framework which has to be removed to replace the **Glass**;
- b. for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the **Breakage of Glass**;
- c. for **damage** to goods displayed for an amount not exceeding £500 any one **Occurrence** provided such **damage** was not a direct result of theft or attempted theft.

The **Insurer** will not indemnify the **Insured** for:

1. **Breakage** arising directly from alteration to or repair or restoration of the **Premises**;
2. **Breakage of Glass** or **Sanitary Fittings**:
 - i. Already damaged at Inception of the **Period of Insurance**;
 - ii. Forming part of the **Insured's Stock in Trade**;
3. Scratching or chipping of **Glass** unless it extends through the complete fabric of the **Glass**;
4. **Breakage** caused by wear and tear, any gradually operating cause or the costs of maintenance;
5. **Breakage** in respect of any **Unoccupied** building;
6. **Breakage** of bulbs or tubes unless consequent upon **damage** to neon or illuminated signs;
7. **Breakage** caused by mechanical or electrical breakdown or the application of electrical energy;

8. Breakage arising from a Defined Peril;

9. the first £250 of each and every loss arising hereunder.

4. Capital Additions, Alterations and Improvements

The Insurance of Item A (**Building(s)**) and Item B (**Contents**) extends to include cover for capital additions, alterations and improvements and newly acquired and /or newly erected **Building(s)** subject to the following conditions:

- a. the **Insured** shall declare to the **Insurer** the date and value of such capital additions, alterations, improvements and newly acquired and/or newly erected **Building(s)** at intervals of not more than 6 (six) months and shall pay an appropriate additional premium from the time such additional cover applies;
- b. the maximum additional cover granted by this Extension shall not exceed 10% (ten percent) of the Total **Sum Insured** under items A (**Building(s)**) and B (**Contents**) or £5,000,000 whichever the lesser;
- c. this Extension does not include cover for appreciation in value.

5. Changing Locks

This Section extends to include costs incurred by the **Insured** as a result of the necessary replacement of locks, if any of the keys/swipe cards of the **Premises** are accidentally lost or stolen from the **Premises** or from the homes of principals, partners, directors or authorised employees, provided that if such keys relate to a safe or strong room they shall not be left on the **Premises** outside the **Insured's** normal **business hours**. Subject to a limit of £5,000 in respect of any one **Occurrence**.

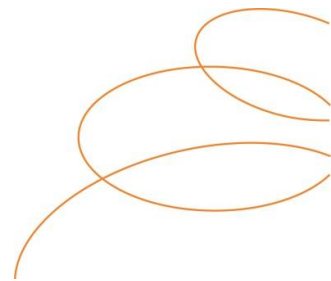
The **Excess** as stated in the **Schedule** does not apply in respect of this Extension.

6. Contract Price

In respect of goods sold, but not delivered, for which the **Insured** is legally responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of **Damage** insured hereby whether wholly or to the extent of the **Damage**, the liability of the **Insurer** shall be based on the contract price. For the purpose of any condition of Average the value of all goods to which this Extension would in the event of **Damage** be applicable shall be ascertained on the same basis.

7. Customer Goods

It is agreed that the **Insured** having contracted with their customers that they will accept responsibility for loss of



or destruction of or **damage** to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by the **Insured** or not, upon which work is to be, is being or has been done on behalf of customers by the **Insured** or which may be left in the **Insured's** hands for storage or despatch or otherwise temporarily in the **Insured's** custody, then all such goods shall be held to be insured by Item C (**Stock in Trade**) of this Section unless they are more specifically insured elsewhere.

8. Debris Removal

The **Sum Insured** and/or Declared Values for **Buildings, Contents** and **Stock** include an amount in respect of **Debris Removal** costs, other than where an item covering such costs is specifically described in the **Schedule**

9. Deterioration of Stock

The Insurance of Item C (**Stock in Trade**) extends to include **Damage** to foodstuffs contained in refrigeration cabinets or compartments by deterioration or putrefaction caused by:

- a. rise or fall in the temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
- b. action of refrigerant fumes escaping from the said appliance;
- c. loss of refrigerant;
- d. failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise of such authority of its power to withhold or restrict supply.

This extension is subject to the following:

- i. It is a condition that any refrigeration cabinet or compartment more than 10 years old shall be maintained under contract with a recognised refrigeration engineer, unless specifically stated to the contrary by Endorsement in the **Schedule**;
- ii. The maximum liability of the **Insurer** not exceeding £5,000 any one **Occurrence** and in the **aggregate** during the **Period of Insurance**

10. Drain Clearing

This Section extends to include cover for reasonable expenses necessarily incurred by the **Insured** in clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the **Insured** is legally responsible in consequence of **Damage** insured hereby. Subject to the maximum liability of the **Insurer** not exceeding £50,000 any one **Occurrence**.

11. Extinguishment Expenses

It is hereby agreed that this Section extends to include reasonable reimbursement costs for:

- a. fire brigade charges;
- b. the refilling of fire extinguishing appliances;
- c. the replacement of used sprinkler heads;

arising out of **Damage**, subject to the maximum liability of the **Insurer's** not exceeding £50,000

12. Inadvertent Omissions to Insure

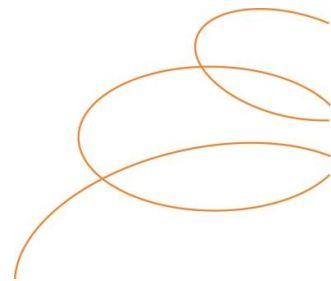
It is agreed that having notified to the insurer of their intention to insure all property which they own or for which are responsible within the **territorial limits** with the **Insurer** from the inception date of the Policy and it being the **Insured's** belief that all such property is insured then the **Insurer** agrees to extend cover if any property is found to have inadvertently been left uninsured by the **Insured** then the **Insurer** will deem such property to be insured, provided that:

- a. The **Insurer** will not be liable for:
 - i. **any one claim** in **excess** of £5,000,000;
 - ii. any cover other than in respect of the items insured by this Section
- b. The **Insured** shall:
 - i. give details in writing immediately an omission is discovered; and
 - ii. within 30 days of the date of discovery shall provide the **Insurer** with the **sums insured** to apply for any such property; and
 - iii. effect specific cover retrospective to such date and pay to the **Insurer** any such additional premium as the **Insurer** may reasonably require

13. JCT or Equivalent Contract Conditions

This Section extends to include:

- a. **Damage** to existing structures in course of alteration, repair, maintenance or refurbishment and **contents** for which the **Insured** is responsible therein;
- b. the interest of any contractor or subcontractor as joint **Insured**, or as a waiver of subrogation as required by JCT or equivalent contract conditions, provided that:



- i. the **Insurer** shall not be liable for **Damage** by any peril which is not insured in respect of such existing structures
- ii. the **Insurer's** liability shall not exceed £1,000,000 in respect of any one contract in respect of all losses arising out of any one **occurrence**.

14. Landscaped Grounds

This Section extends to include the costs necessarily and reasonably incurred by the **Insured** in making good the landscaped grounds of the **Premises** damaged by the Fire Brigade or any other Emergency Service in consequence of **Damage to Property Insured**. The **Insurer's** liability under this Extension is limited to £50,000 in respect of any one **occurrence**.

15. Loss of Metered Electricity Gas and Water Charges

This Section extends to include cover for additional metered water charges incurred by the **Insured**, following **Damage** insured hereby at the **Premises** during the **Period of Insurance**. The **Insurer** shall not be liable for any such charges incurred by the **Insured** in respect of any **Unoccupied Building(s)**. The basis upon which amount payable is to be calculated shall be the amount of the water or gas charges for the period during which the **Damage** occurs, less the charge made to the **Insured** for the corresponding period in the preceding year, adjusted for changes in the water or gas suppliers' charges and for variations affecting the water or gas consumption of the **Insured** during the intervening period. Subject to the maximum liability of the **Insurer** not exceeding £25,000 any one **Occurrence** and in the **aggregate** during the **Period of Insurance**.

16. Mortgagees Freeholders and Lessors

It is agreed that mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any **Building(s)** insured by this Section, provided such increase in risk is without their prior knowledge or authority and that the **Insurer** are notified immediately they become aware of such increase in risk.

17. Motor Vehicles

Notwithstanding Excepted Property 3a this section extends to indemnify the **Insured** for loss or destruction of or **damage** to motor **vehicles** owned or leased by the **Insured** whilst parked at the **premises** in respect of any amount not recoverable from any other policy.

18. Other Interests

In the event of the **Insured** having property under the terms of any hire purchase or similar form of agreement then the interest of such parties is noted in this

insurance, and the nature and extent of such interest is to be declared to the **Insurer** in the event of **Damage**.

19. Property at Exhibitions

The Insurance of item B (**Contents**) and Item C (**Stock in Trade**) extends to include cover for **Damage** insured hereby to **Property at Exhibition** whilst within the **Territorial Limits**. Subject to the maximum liability of the **Insurer** not exceeding £10,000 any one **Occurrence**.

20. European and Public Authorities

The Insurance by Item A (**Building(s)**) and Item B (**Contents**) extends to include such additional cost of reinstatement of the lost, destroyed or damaged **Property Insured** as may be incurred by the **Insured** solely by reason of the necessity to comply with the stipulations of:

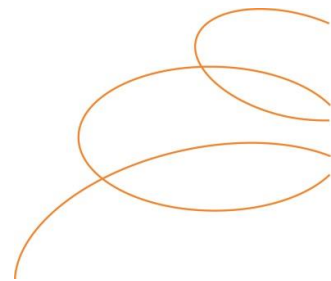
- a. European Legislation; or
- b. building or other regulations under or framed in pursuance of any Act of Parliament or by-law of any public authority

Hereinafter referred to as 'the Stipulations' in respect of the lost, destroyed or damaged property insured and undamaged portions thereof provided that the amount recoverable under this Extension shall not include:

- a. The cost incurred in complying with the Stipulations:
 - i. in respect of **Damage** not insured under this part;
 - ii. under which notice has been served upon **The Insured** prior to the happening of the **Damage**;
 - iii. for which there is an existing requirement which has to be implemented within a given period;
 - iv. in respect of **Damage** occurring prior to the granting of this extension.
- b. the additional cost that would have been required to make good property suffering **Damage** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;
- c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with the Stipulations.

Provided that:

- a. the work of reinstatement must be commenced and



carried out without delay and in any case must be completed within 12 months of the **Damage** or within such further time as the **Insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the liability of the **Insurer** under this Extension not being increased;

- b. if the liability of the **Insurer** in respect of any item covered apart from this clause is reduced by the application of any of the terms and conditions of this cover then the liability of the **Insurer** under this Extension will be reduced in like proportion;
- c. the total amount recoverable under this Extension shall not exceed:
 - i. In respect of the property suffering **Damage**:
 - 1) 15% of its **Sum Insured**
 - 2) where the **Sum Insured** under the item applies to property at more than one **Premises** 15% of the amount for which the **Insurer** would have been liable had the **Property insured** under the item at the **Premises** where the **Damage** has occurred been wholly destroyed
 - ii. In respect of undamaged portions of property other than foundations 15% of the total amount for which the **Insurer** would have been liable had the **Property Insured** under the item at the **Premises** where the **Damage** has occurred been wholly destroyed.

21. Temporary Removal

- a. The **Property Insured** under this Section (other than **Stock in Trade** or **Rent**) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes, elsewhere on the same or to any other **premises** and in **transit** thereto and therefrom by road, rail, or inland waterway within the **Territorial Limits**. The amount recoverable under this extension shall not exceed the amount that would have been recoverable had the **Damage** occurred in that part of the **premises** from which the Property is temporarily removed.
- b. Deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) are insured for an amount not exceeding the inner **limit of liability** stated in this Policy or **Schedule** whilst

temporarily removed to any other **premises** not in the **Insured's** occupation and in **transit** thereto and therefrom all within the **Territorial Limits**.

22. Temporary Repairs

Within the limits of the **Sum Insured**, this Section extends to include cover for the cost actually incurred by the **Insured** in making temporary repairs to any of the insured **building(s)** and erect temporary **buildings** in place of any of the insured **Building(s)** following **Damage** insured hereby.

23. Theft Damage to Building Parts

This Section extends to include cover for loss destruction of or **Damage** of or to the **Building(s)** insured under Item A (**Building(s)**), (or of or to **Building(s)** of parts thereof not covered by this Section but for which the **Insured** are legally responsible) including the cost of temporary boarding up and making good necessary to keep the **Premises** secure, as a result of theft or attempted theft.

The **Insurer** will not indemnify the **Insured** for:

1. any **Building(s)** unoccupied for a period of more than 30 (thirty) consecutive days;
2. any **Building(s)** that has scaffolding erected to the outside of the building at the time when such **Damage** occurs.

Subject to the maximum liability of the **Insurer** not exceeding £100,000 any one **Occurrence**.

24. Trace and Access

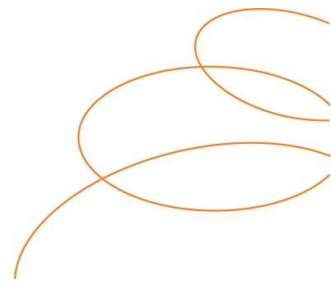
In the event of **Damage** during the **Period of Insurance** resulting from escape of water or fuel oil from any tank, apparatus or pipe, the **Insurer** shall pay the reasonable costs and expenses necessarily incurred by the **Insured** in locating the source of such **Damage** and the subsequent making good of any **Damage** up to an amount of £50,000 any one **Occurrence** and in the **aggregate** during the **Period of Insurance**.

25. Transfer of Interest

It is agreed that if at the time of **Damage** to any **Building(s)** insured by Item A of this Section, the **Insured** has contracted to sell their interest in such **Building(s)** and the purchase has yet to be completed but thereafter shall be completed, the purchaser on completion of the purchase, if and as so far as the property is not otherwise insured by or on behalf of the purchaser against such **Damage**, shall be entitled to the **benefit** of this Section so far as it relates to such **Damage**.

26. Transit

The **Property Insured** is covered whilst in **Transit** by road, rail or inland waterway and during loading and



unloading and whilst in temporary storage. Subject to the **Insurer's** maximum **limit of liability** not exceeding £5,000

27. Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out, decorations or alterations without prejudice to this Insurance

Section 1 Special Extensions

Each Special Extension shall only apply if stated as 'Included' in the **Schedule**.

1. Day one Basis (Non Adjustable) Extension

Day One Basis (Non Adjustable) applicable to Item A (**Building(s)**) and Item B (**Contents**) unless otherwise stated in the **Schedule**:

- a. The **Insured** having stated in writing the Declared Value incorporated in each item to which the Special Extension applies, the Premium has been calculated accordingly.

Declared Value shall mean the **Insured's** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph a of Clause 4 at the level of cost applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the Item provides, due allowance for:

- i. **the additional cost of reinstatement to comply with Public Authority requirements;**
- ii. **Professional Fees;**
- iii. **Debris Removal.**
- b. At the inception of the **Period of Insurance** the **Insured** shall notify the **Insurer** of the Declared Value of the **Property Insured** by the said item. In the absence of such declaration the last amount declared by the **Insured** shall be taken as the Declared Value for the ensuing **Period of Insurance**.
- c. Notwithstanding any General Condition or Endorsement to the contrary, the following wordings shall apply to the Special Provisions to Clause 4, paragraph iv of which is restated as follows:
 - d. Each Item insured under this Extension is declared to be separately subject to the following condition of Average:

If at the time of **Damage** the Declared Value of the **Property Insured** covered by such item is less than the cost of reinstatement (as defined in paragraph iv of Clause 4) at the inception of the **Period of Insurance** then the **Insurer's** liability for any **Damage** hereby insured shall be limited to

that proportion thereof which the Declared Value bears to the cost of reinstatement.

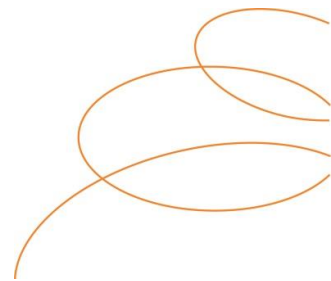
Where by reason of any of the Section Extensions, no payment is to be made beyond the amount which would have been payable under this Policy if this Special Extension had not been incorporated therein the rights and liabilities of the **Insurer** and the rights and liabilities of the **Insured** in respect of the loss, destruction or **damage** shall be subject to the limits, terms, conditions and exclusions of this Policy including any condition of Average therein, as if this Special Extension had not been incorporated therein except that the **Sums Insured** shall be limited to the percentage as stated in the **Schedule** of the Declared Value.

- d. The provisions of Section Extension 4 (Capital Additions, Alterations and Improvements) shall not be subject to this Special Extension.

2. Subsidence Extension

It is hereby understood and agreed that:

- 1. Excepted Causes 6 a and 6 b are deleted and of no further effect;
- 2. this Section is extended to include **Damage** caused by subsidence, landslip or ground heave of any part of the site on which the **Property Insured** stands, excluding **Damage**:
 - a. resulting from:
 - i. Collapse, cracking, shrinkage or settlement of **Building(s)** or any part thereof;
 - ii. Coastal or river erosion;
 - iii. defective design or workmanship or the use of defective materials, including inadequate construction of foundations;
 - iv. settlement or movement of made up ground;
 - v. the normal settlement or bedding down of new structures;
 - b. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such **Damage** also affects the structure of the **Building(s)** insured herein against such **Damage**;
 - c. which originated prior to the inception of this cover;
 - d. resulting from:
 - i. demolition, construction, structural alteration or repair of any **Building(s)**;

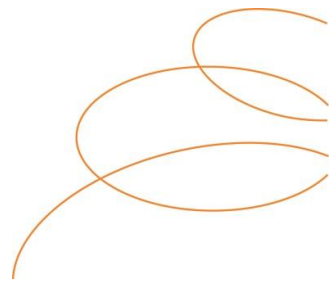


- ii. groundworks or excavation;

at the same **premises**.

Special Conditions

- i. the **Insured** shall notify the **Insurer** immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- ii. The **Insurer** shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.



Section 2 – Business Interruption All Risks

Cover

The Insurer will indemnify the Insured against Consequential Loss arising from any accidental Incident occurring during the Period of Insurance and not otherwise excluded, subject to the limits, terms, condition and exclusions of this Section of the Policy.

Provided always that:

At the time of the happening of the Incident there is insurance in force covering the Interest of the Insured in the property against such loss or damage and that:

- a) payment shall been made or liability admitted; or
- b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

The Insurers will also indemnify the Insured in respect of Auditor's Fees subject to the Sum Insured as stated in the Schedule.

Limit of Liability

The liability of the Insurer under this Section shall not exceed the Total Sum Insured or the Sum Insured in respect of any individual Item or other limit of liability stated herein or in the Schedule.

Item A Gross Profit

The Insurance under Item A (Gross Profit) is limited to loss of Gross Profit due to:

1. Reduction in Turnover; and
2. Increase in cost of working.

The amount payable by the Insurer as indemnity hereunder shall be:

1. In respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period as stated in the Schedule shall, in consequence of the Incident, fall short of the Standard Turnover;
2. In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the reduction in Turnover, which but for that

expenditure would have taken place during the Indemnity Period, in consequence of the Incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction in thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident.

Special Condition to Item A - underinsurance

If the Sum Insured under Item A (Gross Profit) is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or proportionate to a multiple thereof where the Maximum Indemnity Period exceeds 12 (twelve) months), the amount payable by the Insurer shall be proportionately reduced.

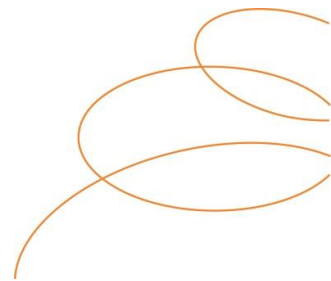
Special Provisions to Item A – Gross Profit

1. If any standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross Profit), then, in calculating the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Working Expenses.
2. The premium paid for Item A (Gross Profit) may be adjusted on receipt by the Insurer of a declaration of Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured's auditors. If any Incident shall have occurred giving rise to a claim for loss of Gross Profit, the above mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Incident.
3. If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 (twelve) months) is less than the Gross Profit Sum Insured for the relative Period of Insurance, the Insurer will allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.

Item B Revenue

The Insurance under Item B (Revenue) is limited to loss of Revenue due to:

1. Loss of Revenue; and
2. Increase in cost of working.



The amount payable by the **Insurer** as indemnity hereunder shall be:

1. In respect of Loss of **Revenue**: the amount by which the **Revenue** during the **Indemnity Period** as stated in the **Schedule** shall, in consequence of the **Incident**, fall short of the **Standard Revenue**;
2. In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred by the **Insured** for the sole purpose of avoiding or diminishing the reduction in **Revenue**, which but for that expenditure would have taken place during the **Indemnity Period**, in consequence of the **Incident**, but not exceeding the amount of the amount of the reduction in **Revenue** thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Incident**.

Special Condition to Item B - underinsurance

If the **Sum Insured** under Item B (**Revenue**) is less than the **Annual Revenue** (or proportionate to a multiple thereof where the Maximum **Indemnity Period** exceeds 12 (twelve) months), the amount payable by the **Insurer** shall be proportionately reduced.

Special Provisions to Item B – Revenue

1. The premium paid for Item B (**Revenue**) may be adjusted on receipt by the **Insurer** of a declaration of **Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by the **Insured's** auditors. If any **Incident** shall have occurred giving rise to a claim for loss of **Revenue**, the above mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the **Revenue** was reduced during the financial year solely in consequence of the **Incident**.
2. If the declaration (adjusted as provided for above and proportionately increased where the Maximum **Indemnity Period** exceeds 12 (twelve) months) is less than the **Revenue Sum Insured** for the relative **Period of Insurance**, the **Insurer** will allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.

Extensions for Item A (Gross Profit) and B (Revenue)

If stated in the **Schedule** as insured the following **Extensions shall apply, subject to the limits, terms, conditions and exclusions of this Section of the Policy.**

1. Declaration linked loss of Gross Profit/Loss of Revenue Endorsement

The following amendments are made to the **Schedule** and to Section 2 to change this Section to the Declaration Linked Basis:

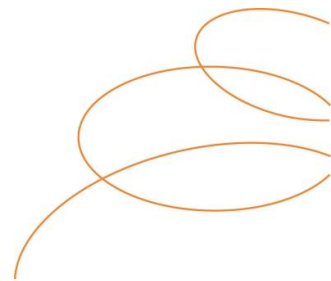
- a. On the **Schedule** the words **Estimated Gross Profit** or **Estimated Revenue** whichever is **insured** hereunder replace **Sum Insured**;
- b. Item A shall read 'on **Estimated Gross Profit** or Item B 'on **Estimated Revenue**';
- c. Special Condition – Underinsurance is deleted;
- d. The following '**limit of liability**' is added in respect of Item A (**Gross Profit**) or Item B (**Revenue**) whichever is in Insured by this Section:

Notwithstanding anything herein to the contrary, the liability of the **Insurer** shall in no case exceed, in respect of loss of **Gross Profit** or **Revenue** 133.333% of the **Estimated Gross Profit** or **Estimated Revenue** whichever stated as insured in the **Schedule** and 100% of the **Sums Insured** by other items or such amounts as may be substituted by the **Insurer**.

In the absence of written notice by the **Insured** or the **Insurer** to the contrary, the **Insurer** liability shall not stand reduced by the amount of any loss, the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover;

- e. The following 'Premium Adjustment Clause' and 'Renewal Clause' are included in respect of this Section:
 - i. **Premium Adjustment**

The first and renewal premiums in respect of Item A (**Estimated Gross Profit**) or Item B (**Estimated Revenue**) where insured by this Section are provisional and are based on the **Estimated Gross Profit** or the **Estimated Revenue** whichever is insured hereunder. The **Insured** shall furnish to the **Insurer** not later than 6 (six) months after the expiry of each **Period of Insurance**, a declaration confirmed by the **Insured's** auditors of the **Gross Profit** or **Revenue** earned during the



financial year most nearly concurrent with the **Period of Insurance**.

If any **Incident** shall have occurred giving rise to a claim for loss of **Gross Profit** or loss of **Revenue** the aforementioned declaration shall be increased by the **Insurer**, for the purposes of premium adjustment, by the amount of which the **Gross Profit** or **Revenue** was reduced during the financial year solely in consequence of the **Incident**.

If the declaration (adjusted as provided above or proportionately increased where the Maximum **Indemnity Period** exceeds 12 (twelve) months):

- a. is less than the **Estimated Gross Profit** or **Estimated Revenue** whichever hereunder for the relative **Period of Insurance** the **Insurer** shall allow a pro rata return of premium paid on the **Estimated Gross Profit** or **Estimated Revenue** but not exceeding 50% (fifty percent) of such premium;
- b. is greater than the **Estimated Gross Profit** or **Estimated Revenue** whichever insured for the relative **Period of Insurance** the **Insured** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit** or **Estimated Revenue** whichever is insured hereunder.

ii. Renewal

The **Insured** shall prior to each renewal furnish the **Insurer** with the **Estimated Gross Profit** or the **Estimated Revenue** whichever insured for the financial year most nearly concurrent with the ensuing **Period of Insurance**.

2. Denial of Access

This insurance extends to include interruption of or interference with the **Business** in consequence of accidental loss, destruction or **damage** as insured by this Section to any property within 250 (two hundred and fifty) metres of the **Premises** which prevents or hinders the use of the **Property Insured** or access to the **Premises** (whether or not the **Property Insured** or access to the **Premises** suffer similar loss, destruction or damage). The **Insurer** shall not be liable for any claim in **excess** of £100,000 unless otherwise stated in the **Schedule**.

3. Disease, Infestation and Defective Sanitation

This cover extends to include interruption of or interference with the **Business** commencing on the first day of any such interruption or interference in consequence of the **occurrence** at the **Premises** of:

- a. Murder, suicide or food or drink poisoning;
- b. a notifiable, human, infectious or contagious disease; or
- c. vermin, pests or defective sanitation;

which causes:

- i. restrictions on the use of the Premises on the order or advice of a competent local or national authority; or
- ii. accidental loss, destruction or damage as insured by this Section, to the drains or sanitary apparatus at the Premises which results in closure of the Premises for the Business.

The **Insurer** shall not be liable for any claim in excess of 5% (five percent) of the **Sum Insured** under this Section or £100,000 whichever is the lesser unless otherwise stated in the **Schedule**.

Definition of Notifiable Human Infectious or Contagious Disease

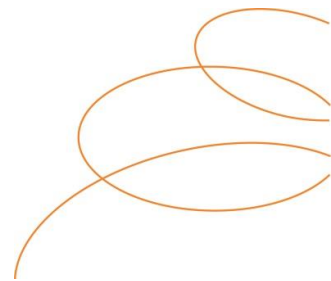
It is hereby understood and agreed that for the purposes of the cover afforded by this Extension, the reference to a notifiable, human, infectious or contagious disease contained in paragraph b shall be deemed to mean solely the following diseases:

Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Legionella, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal, Pneumococcal, Haemophilus influenza, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague caused by the bacterium Yersinia Pestis, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough and Yellow fever.

No other disease shall be added to the above list without the prior written consent of the **Insurer**.

Notifiable, human, infectious or contagious disease does not and will not mean

- a. Any coronavirus including but not limited to:
 - i. Severe Acute Respiratory Syndrome Coronavirus (SARS-Cov);
 - ii. Severe Acute Respiratory Syndrome Coronavirus2 (SARS-Cov-2); or
 - iii. Middle East Respiratory Syndrome Coronavirus (MERS-CoV).
- b. Any disease caused by any coronavirus including but not limited to:



- i. Severe Acute Respiratory Syndrome (SARS);
 - ii. COVID-19; or
 - iii. Middle East Respiratory Syndrome (MERS).
- c. Any other disease whether viral in nature or otherwise that has caused an epidemic or a pandemic that poses a threat to human health whether or not declared by any national or international authority or organisation to be an epidemic or pandemic (for the purposes of this exclusion only, a positive declaration by the World Health Organisation that the aforementioned disease has epidemic or pandemic status shall be considered definitive).
- d. The fear of, threat of, or steps taken in an attempt to mitigate the effect of a. or b. or c. above.

4. Professional Accountants Charges

The Insurer will indemnify the **Insured** in respect of reasonable charges payable by the **Insured** to its professional accountants for producing any particulars or details contained in the **Insured's** **business** books or such other proofs information or evidence as the Insurer may require under General Condition 10 and reporting that such particulars are in accordance with the **Insured's** **business** books or documents.

5. Property Stored

This Insurance extends to include interruption of or interference with the **Business**, in consequence of accidental loss, destruction or **damage** as insured by this Section, to the **Property Insured** whilst stored anywhere in the **Territorial Limits** other than at any **Premises** in the occupation of the **Insured**.

The **Insurer** shall not be liable for any claim in **excess** of 5% (five percent) of the **Sum Insured** under this Section or £100,000, whichever is the lesser, unless otherwise stated in the **Schedule**.

5a. Public Utilities – Providers Premises

This insurance extends to include interruption of or interference with the **Business** in consequence of accidental loss, destruction or **damage** as insured by this Section, to property at the **premises** of the following public utilities in the **Territorial Limits** from which the **Insured** obtains supplies or services:

- a) electricity (including generating stations or substations);

- b) gas (including any natural gas producer linked directly therewith);
- c) water (including works and pumping stations);
- d) telecommunications services.

The **Insurer** shall not be liable for any claim in **excess** of £250,000.

The **Insurer** shall not be liable for total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work.

5b. Public Utilities – Terminal Ends

This insurance extends to include interruption of or interference with the **Business** in consequence of accidental failure in the **Territorial Limits** of:

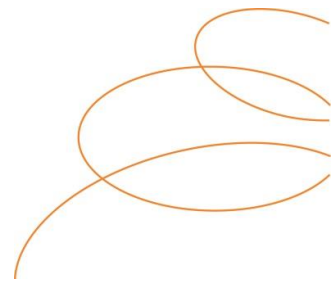
- a) electricity at the terminal ends of the service providers feeders at the **Premises**;
- b) gas at the service providers meters at the **Premises**;
- c) water at the service provider's main stop cock serving the **Premises**;
- d) land based telecommunication services at the incoming line terminals or receivers at the **Premises**

but excluding any failure:

- i. which does not involve a cessation of supply for at least 12 (twelve) consecutive hours;
- ii. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services;
- iii. due to strikes or any labour or trade dispute or any industrial action;
- iv. due to drought;
- v. due to atmospheric or weather conditions, but this shall not exclude failure due to **damage** to equipment caused by such conditions.

Provided that:

- a. the **Insurer** shall not be liable for any claim in **excess** of 5% (five percent) of the **Sum Insured** by this Section or £100,000. Whichever is the



lesser, unless as otherwise stated in the **Schedule**;

- b. the Maximum **Indemnity Period** under this Extension shall not exceed 12 (twelve) months.

6. Suppliers Extension

This Insurance extends to include interruption of or interference with **Business** in consequence of accidental loss, destruction or **damage** as insured by this Section, to property at the **premises** of the **Insured's** suppliers as stated in the **Schedule** and situated within the **Territorial Limits**.

Under this Extension the **premises** or facilities of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services shall not be deemed to be the **premises** of the **Insured's** suppliers, manufacturers or processors.

The **Insurer** shall not be liable for any claim in **excess** of the amount or percentage of the **Sum Insured** for Item A (**Gross Profit**) or Item B (**Revenue**) of this Section as stated in the **schedule**.

7. Unspecified Customers

This Insurance extends to include interruption of or interference with the **Business** in consequence of accidental loss, destruction or **damage** as insured by this Section to property at the **premises** of any of the **Insured's** customers, other than as specified herein, within the **Territorial Limits**.

The **Insurer** shall not be liable for any claim amount in **excess** of 5% (five percent) of the **Sum Insured** under this Section or £100,000, whichever is the lesser, unless as otherwise stated in the **Schedule**.

8. Unspecified Suppliers

The Insurance extends to include interruption of or interference with the **Business** in consequence of accidental loss, destruction or **damage** as insured by this Section to property at the **premises** of any of the **Insured's** suppliers, manufacturers or processors of components, goods or materials, other than as specified herein, within the **Territorial Limits**.

Under this Extension the **premises** or facilities of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunication services shall not be deemed to be the **premises** of the **Insured's** suppliers, manufacturers or processors.

The **Insurer** shall not be liable for any claim amount in **excess** of 5% (five percent) of the **Sum Insured** under this Section or £100,000, whichever is the lesser, unless as otherwise stated in the **Schedule**.

9. Subsidence Extension

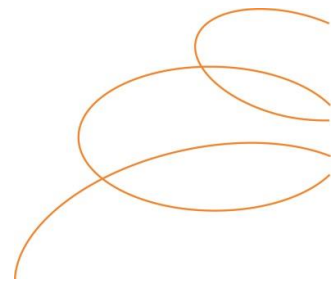
It is hereby understood and agreed that:

1. Excepted causes 6a and 6b are deleted and of no further effect;
2. this Section is extended to include **Consequential Loss** caused by subsidence, landslip or ground heave of any part of the site excluding **Consequential Loss**:
 - a. resulting from:
 - i. collapse, cracking, shrinkage or settlement of **Building(s)** or any part thereof;
 - ii. coastal or river erosion;
 - iii. defective design or workmanship or the use of defective materials including inadequate construction of foundation;
 - iv. defective design or workmanship or the use of defective materials including inadequate construction of foundation;
 - v. defective design or workmanship or the use of defective materials including inadequate construction of foundation;
 - vi. settlement or movement of made up ground;
 - vii. the normal settlement or bedding down of new structures;
 - b. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such an **Incident** also affects the structure of the **Building(s)** insured herein against such loss, destruction or damage;
 - c. which originated prior to the inception of this cover;
 - d. resulting from
 - i. demolition, construction, structural alteration or repair of any **Building(s)**;
 - ii. groundworks or excavation;

at the same **Premises**.

Special Conditions

1. It is a condition that the **Insured** shall notify the **Insurer**



immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

2. The **Insurer** shall then have the right to the terms or cancel cover in respect of subsidence, ground heave or landslip.

Item C Additional Expenditure

The Insurance under Item C (Additional Expenditure) is limited to the additional expenditure necessarily and reasonably incurred by the **Insured** with the prior consent of the **Insurer** in consequence of the **Incident** in order to prevent or minimise the interruption of or interference with the **Business** during the **Indemnity Period** (including the cost of removal to and from temporary **premises** and expenses incidental thereto, increase in **rents**, rates and taxes, salaries of additional staff and overtime payments) but only in so far as such additional expenditure is not recoverable under any other item of this Policy.

The limit of the **Insurer's** liability shall not exceed the **Sum Insured** by this item as stated in the **Schedule**.

Item D Additional Increase in Cost of Working

The Insurance under Item D is limited to additional expenditure beyond that the **Insurer** will pay as indemnity in respect of Increase in Cost of Working under Basis of Settlement, necessarily and reasonably incurred in consequence of the **Incident** in order to prevent or minimise the interruption of or interference with the **Business** during the **Indemnity Period**.

Item E Outstanding Debit Balances

The Insurance under Item D (**Outstanding Debit Balances**) is limited to loss of **Outstanding Debit Balances** incurred by the **Insured** following loss, destruction or **damage** as insured by this Section to the **Insured's** books of account or other

Business books or records at the **Premises**, and the maximum liability in respect of any one **Occurrence** shall not exceed whichever is the lesser of the total of:

- a. the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof; and
- b. the additional expenditure necessarily and reasonably incurred with the **Insurer's** prior consent for the sole purpose of tracing and establishing customers' debit balances after the loss, destruction or damage;

or the **Sum Insured** stated in the **Schedule**,

excluding any loss or expenditure arising from bad debts or erasure, distortion or **corruption** or deliberate falsification of **Business** records.

Special Condition to Item D – Outstanding Debit Balances

The **Insured** shall maintain an up-to date monthly record of all **Outstanding Debit Balances**, and shall either:

- a. keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use; or
- b. keep a duplicate record in a building separate from that in which the working record is kept.

Item F Loss of Rent Receivable

The Insurance under Item F (Loss of **Rent Receivable**) is limited to:

1. Loss of **Rent Receivable**; and
2. Increase in Cost of Working.

The amount payable by the **Insurer** as indemnity hereunder shall be:

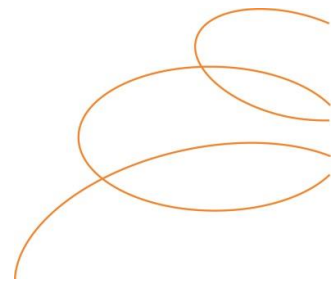
- a. In respect of Loss of **Rent Receivable**: the amount by which the **Rent Receivable** during the **Indemnity Period** as stated in the **Schedule** shall, in consequence of the **Incident**, fall short of the **Standard Rent Receivable**;
- b. In respect of Increase of Cost of Working: the additional expenditure necessary and reasonably incurred by the **Insured** for the sole purpose of avoiding or diminishing the reduction in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided;

less any **sum** saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Incident**.

Special Condition to Item F - underinsurance

If the **Sum Insured** under this Item E (Loss of **Rent Receivable**) is less than the **Annual Rent Receivable** (or a multiple thereof where the maximum **indemnity period** exceeds 12 (twelve) months) the amount payable by the **Insurer** shall be proportionately reduced.

Section 2 Conditions



The following conditions are included in this Section.

1. Accumulated Stock

In adjusting any loss, account shall be taken, and an equitable allowance made, if any reduction in **Turnover** due to the **Incident** is postponed by the reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

2. Alternative Trading

If during the **Indemnity Period** as stated in the **Schedule** goods shall be sold or services rendered elsewhere than at the **Premises** for the **benefit** of the **Business**, either by the **Insured** or others on the **Insured's** behalf, the **money** paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

3. Cessation of Business

This Section of the Policy shall be avoided if the **Business** is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued unless this Section's continuance is agreed in writing by the **Insurer**

4. Departmental Clause

If the **Business** is conducted in departments, the independent the results of which are ascertainable, Increase in Cost of Working, Reduction in **Turnover** and Loss of **Revenue** shall apply separately to each department affected by the **Incident**, except that the **Sum Insured** by the said item is less than the **aggregate** of the sums produced by applying the relevant Definition of the Item for each department of the **Business** (whether affected by the **Incident** or not), the amount payable by the **Insurer** shall be proportionately reduced.

5. Due Diligence

In the event of an **Incident** that may give rise to a claim under this Section, the **Insured** shall with due diligence take all steps that are reasonably practicable to avoid or minimise and interruption of or interference with the **Business**.

6. First Twelve Months Trading

In the event of a claim arising from an **Incident** occurring before the completion of the first 12 (twelve) months trading of the **Business** at the **Premises**, any terms in the

Definitions referring to **Turnover** or **Revenue** during a prior period of 12 (twelve) months shall be adjusted so as to apply to a **Turnover** or **Revenue** during the period from commencement of the **Business** to the date of the **Incident**.

7. Payments on Account

Payments on account shall be made by the **Insurer** to the **Insured** during the **Indemnity Period** if required.

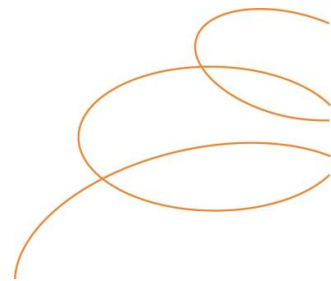
8. Reinstatement of Limit

In the event of loss or losses occurring under this Section, it is hereby mutually agreed to reinstate the **Sum Insured** of the Item(s) affected to the full amount from the time of the **occurrence** of such loss or losses until expiry of this Insurance and that an additional premium (calculated at pro rata of the Insurance rate) from the date of such loss or losses to expiry of this Insurance, shall be paid by the **Insured** upon the amount of such loss or losses when such loss or losses the **Insurer** shall never exceed the **Sum Insured** in respect of any one loss.

9. Salvage Sale

If following an **Incident** giving rise to a claim under this Section the **Insured** shall hold a salvage sale during the **Indemnity Period** Clause 1 of Item A (**Gross Profit**) shall for the purpose of such claim read as follows:

In respect of Reduction in **Turnover**: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall in consequence of the **Incident** fall short of the **Standard Turnover** from which sum shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.



Excepted Causes applicable to Section 1 – Property Damage All Risks and Section 2 – Business Interruption All Risks

The **Insurer** shall not indemnify the **Insured** for:

1. **Damage or Consequential Loss** caused directly by or consisting of
 - a. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials;
 - b. Faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of their employees;
 - c. The operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;
 - d. Explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**.

but this shall not exclude subsequent **Damage or Consequential Loss** which itself results from a cause not being an Excepted Cause or otherwise excluded.

2. **Damage or Consequential Loss** caused directly by or consisting of:
 - a. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
 - b. Change in temperature, colour, flavour, texture or finish;
 - c. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
 - d. a deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services

but this shall not exclude:

- i. Such **Damage or Consequential Loss** which itself results from a **Defined Peril**

or from any other cause not being an Excepted Cause or otherwise excluded;

- ii. subsequent **Damage or Consequential Loss** which itself results from a cause not otherwise excluded.

3. **Damage or Consequential Loss** caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates;

But this shall not exclude:

- a. loss of, or **damage or Consequential Loss** to, surrounding property not forming part of the same machine, apparatus or equipment;
- b. such **Damage or Consequential Loss** itself results from a **Defined Peril** or from any other cause not being an Excepted Cause or otherwise excluded;
- c. subsequent **Damage** which itself results from a cause not being an Excepted Cause or otherwise excluded.

4. **Damage or Consequential Loss** caused directly by or consisting of theft or attempted theft unless:

- a. involving forcible and violent entry to or exit from **Buildings** at the **Premises**;
- b. involving **assault** or violence or threat of **assault** or violence to the **Insured** or any partner, director or employee of the **Insured** or members of their families or any other person lawfully on the **Premises**.

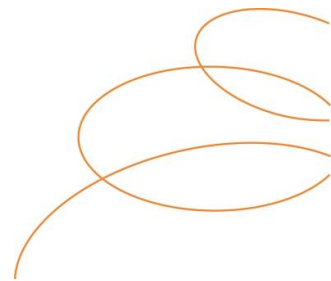
5. **Damage** caused directly by or consisting of theft or attempted theft from yards, gardens, open spaces or **Outbuildings**, unless the **contents** thereof are specifically insured by this Section.

6. **Damage or Consequential Loss** caused directly or consisting of:

- a. subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- b. normal settlement or bedding down of new structures.

7. **Damage or Consequential Loss** caused directly by or consisting of:

- a. acts of fraud or dishonesty on the part of the **Insured** or any partner, director or employee



of the **Insured**, members of their families or any other person to whom **Property Insured** has been entrusted;

- b. unexplained, disappearance, unexplained or inventory shortage, misfiling or misplacing of **information**;
- c. erasure or distortion of **information** on computer systems or other records:
 - i. whilst mounted in or on any machine or data processing apparatus; or
 - ii. due to the presence of a magnetic flux;

unless caused by **Damage** or **Consequential Loss** not being the result of an Excepted Cause in respect of machine or apparatus in which the records are mounted.

8. Damage or Consequential Loss in respect of buildings or structures caused directly by their own collapse or cracking unless such Damage results from a Defined Peril and is not otherwise excluded.

9. Damage caused directly by wind, rain, hail, sleet, snow, flood or dust to:

- a. moveable property in the open or in open sided **buildings** or contained in **Outbuildings**;
- b. fences and gates.

10. Damage or Consequential Loss caused directly by fire resulting from its undergoing any process involving the application of heat.

11. Damage or Consequential Loss (other than by fire) resulting from:

- a. its undergoing any process of production;
- b. its undergoing any process of packing, treatment, testing, commissioning, cleaning, servicing, repair or any other process;

but this shall not exclude loss of or **damage** to surrounding property not forming part of:

- i. the same machine;
- ii. the same process of production;
- iii. the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process.

12. Damage or Consequential Loss caused directly by or consisting of the solidification of molten material

unless such **Damage** or **Consequential Loss** results from a **Defined Peril** and is not otherwise excluded.

13. Damage or Consequential Loss:

- a. caused directly by the escape of water from any tank, apparatus or pipe;
- b. caused directly (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation;
- c. caused directly by freezing;
- d. caused directly by theft or attempted theft;

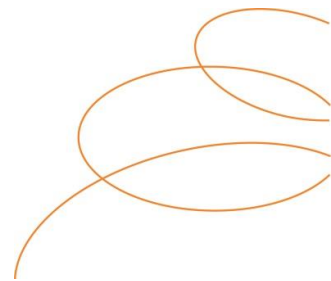
in respect of any **Unoccupied Building**.

14. Damage or Consequential Loss caused directly by or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.

15. Damage or Consequential Loss caused directly by or consisting of or resulting from cessation of work.

16. delay, loss of market, loss of use or **Damage** or **Consequential Loss** of any kind except loss of **Rent** when such loss is included in the cover by Section 1.

17. Damage or Consequential Loss attributable solely to change in the water table level.



Section 3 – Specified Business Equipment All Risks

The Cover

The Insurer will indemnify the Insured against Damage occurring during the Period of Insurance and within the Territorial Limits, including whilst in transit, and arising from any accidental cause not otherwise being excluded, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability

The liability of the Insurer under this Section shall not exceed the **Sum Insured** in respect of any one Item or any other **limit of liability** as stated in the **Schedule**.

Basis of Settlement

The amount payable shall be the cost of repair, reinstatement or replacement of the specified **Property Insured** as new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new.

Provided that repair, reinstatement or replacement has been effected.

The Excess

The Insurer shall not indemnify the Insured for the amount of the **Excess** specified in the **Schedule**.

Section 3 Conditions

1. Average

Each Item under this Section is declared to be subject to General Condition 2 Average (Underinsurance) (unless otherwise stated in the **Schedule**)

2. Where **Property Insured** at the **Premises** insured by Section 1 of this Policy is or may be made subject to any requirement on behalf of the Insured then these shall be deemed to apply in like manner in the of loss of or **damage to Property Insured** under this Section which occurs at the **Premises**.

3. Unattended Vehicle

The **Insured** shall ensure that:

- a. when any **vehicle** is left Unattended all windows and doors are closed and all locks and other security devices are in actual and complete operation and the keys are removed from the **vehicle**;

- b. no **vehicle** is left loaded **Overnight** Unattended unless in a locked building or in a locked or continuously supervised public garage or **vehicle** compound with locked gates. The onus of proving that the loss, destruction or **damage** did not occur **Overnight** shall be upon the **Insured**.

Section 3 Exclusions

1. **Excluded Property** – this Section does not cover (unless specified in the **Schedule**):

- a. moveable property in the open where **Damage** arises as a result of wind, rain, hail, sleet, snow, flood or dust;
- b. property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing;
- c. Computer Records

2. **Excluded Causes** – the **Insurer** shall not indemnify the **Insured** for :

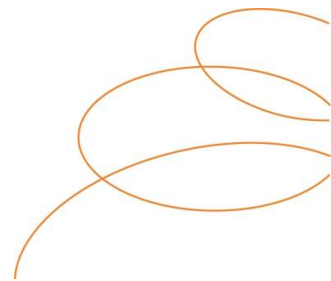
- a. **Damage** caused by:
- i. **inherent** vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials;
- ii. faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of their employees;

but this shall not exclude subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded;

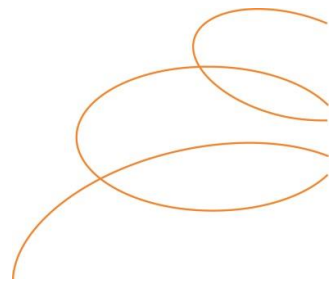
- b. **Damage** caused by:
- i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, dampness, dryness, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;
- ii. change in temperature or atmospheric or climatic conditions;
- iii. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates and erasure or distortion of data records or systems by electromagnetic flux;

but this shall not exclude:

- i. such **Damage** which results from a **defined**



- Peril** or from any other cause, not being an Excluded Cause or otherwise excluded;
- ii. subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded;
- c. **Damage** caused by:
- i. acts of fraud or dishonesty by the **Insured's** employees;
 - ii. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of **information**;
 - iii. any process of fitting, testing, servicing, repair, renovation or adjustment.



Section 4 - Money and Personal Accident Assault

Section 4A Money

The Cover

The Insurer shall pay for:

1. the loss of current coinage and the other negotiable instruments listed in paragraph 1 of the General Definition of Money up to the Limits of Liability as stated in the Schedule, by any cause not otherwise excluded, whilst in:
 - a. the Premises during Business Hours;
 - b. transit within the Territorial Limits or in any bank night safe;
 - c. a locked safe, the details of which have been notified to and agreed by the Insurer, when outside Business Hours, provided the keys or any record of the safe combination are removed from the Premises and held in the personal custody of an authorised Insured Person;
 - d. the premises outside Business Hours and not in a locked safe;
 - e. the personal custody of the Insured or an authorised Insured Person in their private dwelling or in transit between such dwelling and the Premises or as stated in the Schedule;
2. the loss of crossed cheques and the other non-negotiable instruments listed in paragraph 2 of the General Definition of Money up to the amount stated in the Schedule by any cause not otherwise excluded whilst within the Territorial Limits;
3. the cost of repair or replacement in the event of loss of, destruction of or damage to safes, strongrooms, tills, cash registers, franking machines and special money- carrying cases if loss, destruction or damage results from the theft or attempted theft of Money;
4. losses arising from the fraudulent use by any unauthorised person, other than an employee of the Insured, of any credit card issued to the Insured for use in the Insured's Business up to a limit of £1,000 in respect of any one Occurrence and £5,000 in the aggregate during the Period of Insurance;

Occurring during the Period of Insurance subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limits of Liability

The liability of the Insurer under Section 4A Money shall not exceed any Limit of Liability as stated in the Schedule or any other limit of liability as stated herein.

The Excess

The Insurer shall not indemnify the Insured for the amount of the Excess specified in the Schedule.

Section 4A Money Conditions

The Insured shall ensure that:

1. any till or cash register on the Premises is left open and unlocked and empty of Money outside Business Hours;
2. Money in transit in excess of £2,500 any one transit, must be accompanied in accordance with the amounts and number of persons detailed as follows, unless varied by Endorsement in the Schedule:

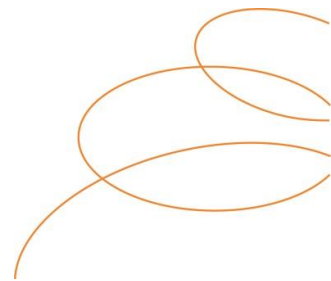
<u>Amount in Transit</u>	<u>Minimum Accompaniment</u>
£2,501 to £5,000	by at least 2 able bodied persons
£5,001 to £7,500	by at least 3 able bodied persons
£7,501 and Over	by an independent specialist security company carrier.

3. a complete record is kept of all Money held by the Insured;
4. the Insured upon becoming aware of a loss of any credit card shall give immediate notice to the organisation which issued the card.

Section 4A Money Exclusions

Section 4A Money does not cover any loss of Money;

1. caused by fraud or dishonesty of any Insured Person or members of their families or households unless discovered and reported to the Police and the Insurer in writing within 14 (fourteen) days of the actual occurrence;
2. due to shortages from accounting or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit money or dishonoured cheques;
3. from an Unattended vehicle;
4. from the Premises outside of Business Hours unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which Money was taken were removed from the Premises at the time of loss;
5. from any machine operated by coins, bank notes or credit cards unless stated in the Schedule;



6. whilst in the custody of any security company employed by the **Insured** unless specifically mentioned as included up to a **Limit of Liability** as stated in the **Schedule** and the security company is as agreed by the **Insurer**. However, security companies' contingency cover is granted hereunder in circumstances where loss of, destruction of or **damage to Money** in the custody or control of a security company as agreed by the **Insurer** is not recoverable from such company subject always to the Limits of Liability as stated herein.

Section 4B Personal Accident Assault

The Cover

The Insurer shall pay for:

1. **accidental bodily injury occurring during the Period of Insurance to any Insured Person(s), solely as the direct result of Assault in the course of his/her duties in the Business, anywhere within the Territorial Limits up to the amount of Benefit as stated in the Schedule of Compensation below;**
2. **any medical expenses incurred by the Insured Person following such Assault, up to but not exceeding 15% of the total amount of any claim admitted by the Insurer under Item 2 of the Schedule of Compensation below;**
3. **damage to clothing of the Insured Person as a result of Assault in the course of his/her duties in the Business anywhere within the Territorial Limits up to £250 in respect of many one loss;**

Subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Schedule of Compensation	Benefit
Item 1	
Death, Permanent Total Disablement or Permanent Loss of eye and/or Loss of Limb :	the Capital Sum as stated in the schedule as the Total Compensation Limit for any one Insured Person
Item 2	
Temporary Total Disablement (so long As such Disablement Continues):	the weekly amount as stated in the Schedule as Compensation Limit for a Maximum of 104 consecutive weeks for any single Disablement covered hereunder

Limit of Liability

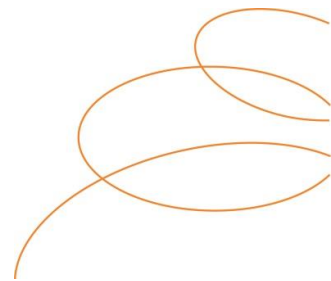
The liability of the **Insurer** under Section 4B Personal Accident **Assault** for any one **Insured** Person shall not exceed the Capital Sum as stated in the **Schedule**.

Section 4B Assault Conditions

1. **Benefit** shall not be payable by the **Insurer** in respect of the consequences of any one **Assault** involving any one **Insured** Person;
 - a. under more than one of the types of claim in the **Schedule** of Compensation; or
 - b. under the total amount of **Benefit** has been agreed by the **Insurer**.
2. In the event of any bodily injury, the **Insured** Person must place himself/herself under the care of a qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable.
3. The **Insured** shall notify the **Insurer** within 7 (seven) days of the **incident** giving rise to the claim, providing all necessary details and obtaining at the **Insured's** own expense any medical report(s) as may be required by the **Insurer**.
4. The **Insured** Person shall at the request of the **Insurer** submit himself/herself to medical examination at the expense of the **Insurer** as often as the **Insurer** deem necessary.
5. Notwithstanding anything to the contrary in Condition 1 above, the **Insurer** may at their discretion pay any weekly **Benefit** due at intervals in arrears of not less than 4 (four) weeks, if the **Insured** so requests.
6. **Benefit** shall only be paid by the **Insurer** on production of medical evidence or other such written evidence from a qualified medical practitioner, and in the event of Death of an **Insured** Person, the **Insurer** shall be entitled to have a post mortem examination performed.
7. **Benefit** payable by the **Insurer** under Item 2 of the **Schedule** of Compensation shall not exceed the **Insured** Person's pre-injury weekly earnings from the **Business** of the **Insured** Person.

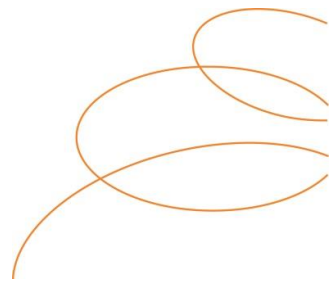
Section 4B Assault Exclusions

1. Section 4B **Assault** does not cover **Benefit**:
 - a. to any person under 16 (sixteen) or over 65 (sixty five) years of age at the commencement of the **Period of Insurance**;
 - b. for death, bodily injury or disablement caused or contributed to by or arising



from any pre-existing medical condition,
infirmity or disease.

2. Bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.



Section 5 - Goods in Transit

The Cover

The Insurer shall indemnify the Insured against loss of, destruction of or damage to the Insured Goods occurring whilst in Transit and during the Period of Insurance arising from any external and accidental cause, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability

The liability of the Insurer under this Section shall not exceed any Limit of Liability as stated in the Schedule or any other limit of liability as stated herein.

The Excess

The Insurer shall not indemnify the Insured for the amount of the Excess specified in the Schedule.

Section 5 Extensions

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

1. Debris Removal

The Insurer shall pay for the necessary and reasonable costs and expenses incurred by the Insured in:

- a. removing or reloading the Insured Goods;
- b. removing debris of such Insured Goods;
- c. dismantling or breaking up such Insured Goods;

following the occurrence of an insured loss under this Policy provided that:

- i. the liability of the Insurer shall not exceed the amount as stated in the Schedule;
- ii. this Extension does not cover any costs or expenses in connection with seepage and/or pollution and/or contamination of any kind or description arising directly or indirectly from any cause.

2. Clothing and Personal Effects

The Insurer shall pay for loss of, destruction of or damage to clothing and personal effects of the driver and/or attendant caused by or following an accident to the conveying vehicle or trailer whilst going about the Business of the Insured for an amount not exceeding £500 any one Occurrence.

3. Tools and Travellers Samples

The Insurer shall pay for loss of, destruction of or damage to directors', partners' or employees' tools and samples on the vehicle or trailer for an amount not exceeding £500.

4. Substitution of Vehicles

Where vehicles are individually specified in the Schedule the Insurer will insure subject to the Limit of Liability as stated in the Schedule, terms, conditions and exclusions applicable to the original vehicle the Insured Goods in or on any other vehicle:

- a. temporarily substituted for the specified vehicle whilst the specified vehicle is out of use for maintenance, repair or official vehicle testing;
- b. permanently substituted for the specified vehicle provided that the Insurer are advised in writing within 21 (twenty one) days of the substitution.

Section 5 Conditions

1. The Insured shall ensure that:

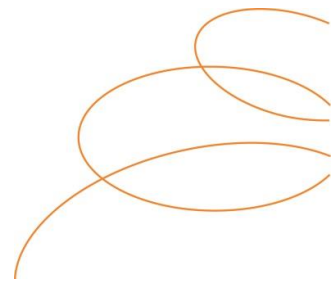
- a. when any vehicle is left Unattended all windows and doors are closed and all locks and other vehicle manufacturers' security devices including any key operated immobiliser where fitted and approved by the Insurer, are in actual and complete operation and the keys are removed from the vehicle;
- b. when any vehicle is left loaded and Unattended away from the Insured's Premises outside the Insured's normal Business Hours, the vehicle shall be in a locked building or in a locked or continuously supervised public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or damage did not occur outside the Insured's normal Business Hours shall be upon the Insured.

2. No claim shall be payable by the Insurer for which no proof of dispatch is provided.

3. The Insured shall maintain their vehicles in a roadworthy condition.

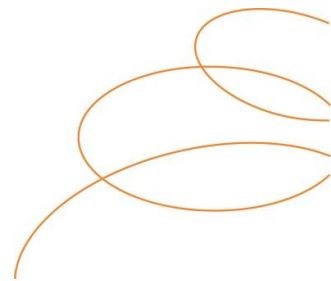
Section 5 Exclusions

1. **Excluded Property** - Unless an ancillary part of the Insured's Business this Section



does not cover (unless stated in the **Schedule**):

- a. tobacco products, wines and spirits;
 - b. cameras, photographic equipment, binoculars, radio, television, audio, video and **Computer Equipment**;
 - c. jewellery, watches, precious metals and stones, furs and clothing;
 - d. **Money**, deeds and other documents;
 - e. **glass**, china, earthenware, marble, statuary and other items of a fragile or brittle nature unless **Damage** arises as a direct result of fire, theft, collision or overturning of the conveying **vehicle**;
 - f. livestock;
 - g. dangerous goods as defined in the current standard conditions of the Road Haulage Association (including but not limited to explosives, acids, chemicals and gases);
 - h. **Computer Records**;
 - i. property temporarily removed from the **Insured's Premises** for cleaning, renovation, repair or similar purposes.
2. **Excluded Causes** - this Section does not cover loss, destruction or **damage** caused by or arising from:
- a. inherent vice or latent vice or defect;
 - b. vibration, defective packing, denting, scratching or bruising, vermin or insects;
 - c. mechanical or electrical breakdown, derangement, defect or failure;
 - d. variation in temperature, loss of refrigerant or controlled atmosphere unless caused by collision or overturning of the conveying **vehicle**, atmospheric or climatic conditions;
 - e. temporary housing of the **Insured Goods** in course of **Transit** for the purpose of storage, making-up, packing or processing;
 - f. delay or inadequate documentation;
 - g. inventory shortages or mysterious or unexplained disappearances;
 - h. theft or attempted theft of the **Insured Goods** from open backed, soft sided or soft topped **vehicles**;
 - i. the dishonesty of any person to whom the **Insured Goods** have been entrusted;
 - j. packing which was inadequate to withstand normal handling during **Transit**;
 - k. loss of market, loss of profit, loss of use and **consequential loss** or **damage** or any kind.



Section 6 - Terrorism

The Cover

The Insurer shall indemnify the Insured against Damage under Section 1 Property Damage All Risks, Section 3 Specified Business Equipment All Risks, Section 4 Money, Section 5 Goods in Transit and and/or any Consequential Loss under Section 2 Business Interruption All Risks, resulting therefrom insofar and to the extent that it is stated as being insured in the Schedule to this Section in Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands) Caused by an Act of Terrorism certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability

The liability of the Insurer under this Section in respect of any one Occurrence and in the aggregate during the Period of Insurance shall not exceed the Limits of Liability as stated in the Schedule;

and

in any action, suit or other proceedings where the Insurer allege that any claim hereunder is not covered by this Section of this Policy (or is covered only up to a Limit of Liability as stated in the Schedule), the burden of proving that such claim hereunder is covered (or is covered beyond that Limit of Liability) shall be upon the Insured.

Section 6 Conditions

The Insurance provided by this Section shall be subject to all limits, terms, conditions and exclusions of this Policy except that the following shall not apply:

1. any long term agreement or undertaking;
2. any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance;
3. any extension of Premises to locations outside England and Wales and Scotland;
4. any General or Section Exclusions elsewhere in this Policy (other than those stated as Section 6 Exclusions).

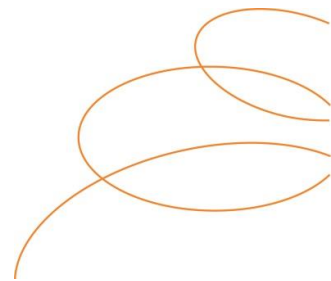
Section 6 Exclusions

The Section does not cover any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:

1. Chemical, biological or radioactive contamination from:
 - a. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - c. chemical and/or biological and/or radiological irritants contaminants or pollutants;

in respect only of residential property houses and blocks of flats and other dwellings insured in the name of a private individual.

2. Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or seizure or destruction of or damage to property by or under the order of any Government or public or local authority.
3. Arising out of Marine, Aviation, Transit and Motor Certificates or Policies.
4. Electronic, digital or cyber risks that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - a. a damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information of Program(s) or Software) and whether the property of the Insured or not, where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack;
 - or
 - b. consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.



General Conditions

The following are applicable to all Sections of this policy unless stated otherwise:

1. Policy Compliance

The **Insured** shall strictly observe and comply with the terms and conditions of this **Policy**.

2. Alteration

The **Insured** shall notify the Insurer as soon as reasonably practicable if after the commencement of this insurance the risk is materially increased. The Insurer has the right (with effect from the date of the material increase to charge an additional premium and/or amend the **Excess** and/or apply limits and/or apply exclusions of cover, to reflect what the Insurer could have reasonably demanded had the increased risk been declared prior to commencement of this **Policy**.

Additionally if after the commencement of this insurance:

- a. the **Insured's** interest ceases except by the operation of law; or
- b. the **Business** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or

the insurer shall have the right to serve notice on the **Insured** in accordance with the cancellation clause in this policy.

3. Average (Underinsurance) applicable to Sections 1, 3 and 6

Unless more specifically stated each **sum insured** shall be subject to Average other than any item marked N/A on the **Schedule** and any amounts separately stated in the **Schedule** for **Professional Fees** and **Debris Removal**. Whenever stated a **Sum Insured** is declared to be subject to Average, if at the time of any **Damage** such **Sum Insured** is less than the total value of such property, then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

4. Cancellation

Other than where General Condition 12 Fraud applies this Insurance may be cancelled by the **Insurer** sending 14 days' notice by recorded delivery letter to the last known address of the **Insured** stating the reason for cancellation. Where this condition is exercised, the **Insured** shall become entitled to a return of premium in respect of the unexpired portion of the **Period of Insurance** after any adjustment of the Premium paid as provided for by any conditions in the **Policy**, and subject to no claim having been paid or being outstanding in

respect of the expired portion of the **Period of Insurance**.

If the premium for this **Policy** is paid by periodic instalment, whether by direct debit or otherwise and in the event that the **Insured** fails to pay one or more instalments whether in full or in part the Insurer may cancel the **Policy** by giving 14 days notice in writing to the **Insured** sent to their last known address.

5. Fair Presentation

You must make a fair presentation of the risk prior to inception of this **Policy** or subsequent renewal or mid-term when asking Us to consider any variation or amendment to the **Policy**. This includes disclosing to Us all circumstances material to the risk being insured that You know of or those circumstances that You reasonably ought to know of.

In the event that You fail to make a fair presentation and but for that breach We would either have not entered into this **Policy** or would have done so on different terms and/or conditions, then We shall be entitled as follows:

Inception/renewal

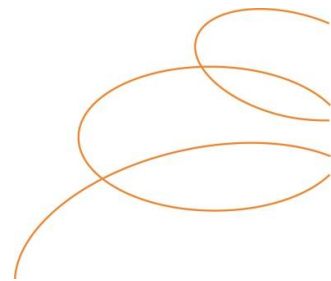
If Your failure to make a fair presentation was:

- a. deliberate or reckless, We may avoid the **Policy**, and treat it as though it had not existed and retain any premiums paid; or
- b. not deliberate or reckless but We would not have entered into the **Policy**, then We may still avoid the **Policy** and treat it as though it had not existed but it must return any premiums paid; or
- c. not deliberate or reckless, and We would have entered into the **Policy** on different terms other than premium, then We may treat the **Policy** as being subject to those amended terms and/or where We would have charged an increased premium, then We may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

Mid-Term Variation

If Your failure to make a fair presentation was:

- a. deliberate or reckless, We may treat the **Policy** as having been terminated as at the date of the variation and retain any premiums paid; or
- b. not deliberate or reckless but We would not have entered into the variation on any terms, then We may treat the **Policy** as if the variation was never made but it must return any extra premiums paid upon the variation; or
- c. not deliberate or reckless, and we would have agreed to a variation



but on different terms other than premium, then We may treat the variation as being subject to those amended terms and/or where We would have charged an increased premium, then We may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.

6. Fraud

If any claim made under this policy by You or anyone acting on Your behalf is fraudulent We may:

- i. refuse to pay the claim;
- ii. recover from You any sums that We have already paid in respect of the claim;
- iii. notify You that We will treat the Policy as having terminated with effect from the time of the fraudulent act;
- iv. keep the premium.

In that event We terminate the Policy in accordance with this Condition:

- a. We will have no liability for any matter subsequently arising which might otherwise have been covered by the Policy; and
- b. the termination of the Policy will not affect Our liability for matters otherwise covered by this Policy prior to the fraudulent act.

7. Fire Precautions

The following will only apply if the devices described are installed at the **premises**.

Fire Alarms

Where the **Premises** are protected by an automatic fire alarm installation the **Insured** shall:

- a. carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
- b. carry out the maintenance procedures specified by the manufacturers of the equipment;
- c. notify the **Insurer** immediately of any disconnection or failure of the fire alarm installation likely to leave any area unprotected for 12 hours or more;
- d. record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by the **Insurer** representatives.

Fire Break Doors and Shutters

The **Insured** shall keep all firebreak doors and shutters in their custody or control closed except during working hours and maintain them in efficient working order.

Sprinkler Maintenance

Where the **premises** are protected by an automatic sprinkler installation system the system is:

- a. maintained in good working order;
- b. in full and effective operation unless otherwise agreed by the **Insurer**;
- c. under a contract for maintenance and half yearly inspection with engineers approved by the **Insurer** and any defects, faults or shortcomings revealed by such tests are immediately rectified unless otherwise agreed by the **Insurer**;
- d. tested by the **Insured** in accordance with the **Insurer's** requirements and the sprinkler test card provided by them;

throughout the currency of this Policy.

8. Precautions and Reasonable care

The **Insured** shall take all reasonable precautions:

- a. for the safety of and to avoid, prevent or minimise and **Damage** to the **Property Insured**;

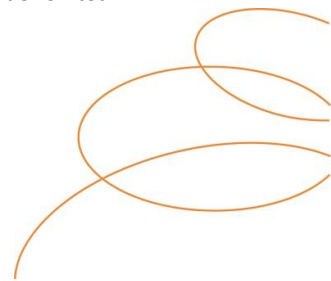
which might give rise to a claim under this Policy.

The **Insured** shall also:

- b. comply with all statutory and other obligations and regulations imposed by any authority;
- c. maintain the **Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- d. in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall take additional precautions as the circumstances may require.

9. Sanctions

The **Insurer** shall not provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or



regulations of the European Union, United Kingdom or United States of America.

10. Security

Where the **Insurer** requires that the **Premises** are protected by an **Intruder Alarm System** the **Intruder Alarm System** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with the **Insurer**.

11. Protections

The **Insured** shall ensure that:

- i. all protections in force at the **premises** at the inception of this **Policy** or subsequently as stipulated or agreed by the **Insurer** shall be in full operation securing the **premises** outside **Business Hours**.
- ii. any keys for the **premises** and/or **Intruder Alarm Systems** and/or safes and /or strongrooms and/or any other secured area or device in which the **Property Insured** is kept are removed from the premises outside **Business Hours**;
- iii. the **Insured** maintains the secrecy of codes for the operation of the **Intruder Alarm System** to authorised persons and no details of the same are left on the **premises**;
- iv. the **Protected Premises** shall not be left without at least one responsible person in attendance without the agreement of the **Insurers** unless the **Intruder Alarm System** is set in its entirety with all means of communication used to transmit signals in full operation
- v. the **Insured** shall advise the **Insurer** immediately that Police attendance in response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
- vi. the **Insured** shall advise the **Insurer** immediately the **Intruder Alarm System** and means of communication to transmit signals from such installation cannot be returned to or maintained in full working order;

and the **Insured** shall comply with any subsequent requirements stipulated by the **Insurer**.

12. Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the **Insurer** completing a survey or surveys of the **Premises**

or of any other location(s) as specified by the **Insurer**, then pending completion of such survey(s) Insurance is provided by the **Insurer** on the terms, conditions, provisions, exclusions and limits as specified in the **Policy** and in the relevant Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the **Insurer** then the reserves the right to:

- i. either alter premium terms and conditions;
- ii. withdraw cover under the **Policy**;
- iii. leave the premium, terms or conditions unaltered.

The **Insurer** will advise the **Insured** of their decision and the effective date of the decision. If premiums, terms or conditions are amended by the **Insurer** then the **Insured** will have fourteen (14) days to accept or reject the revised terms.

In the event that the **Insured** elects to reject the revised terms or conditions, then the **Insured** may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the current **Period of Insurance**.

If the **Insurer** exercises their right to withdraw cover under the **Policy**, then the **Insured** shall be entitled to a refund of premium for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

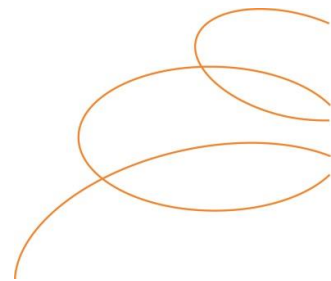
The **Insured** must comply with all survey risk improvement required by the **Insurer** and within timescales specified by the **Insurer**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within timescales specified by the **Insurer** then the **Insurer** then the reserves the right to:

- i. either alter premium terms and conditions;
- ii. withdraw cover under the **Policy**;
- iii. leave the premium, terms or conditions unaltered.

The **Insurer** will advise the **Insured** of their decision and the effective date of the decision. If premiums, terms or conditions are amended by the **Insurer** then the **Insured** will have fourteen (14) days to accept or reject the revised terms.

In the event that the **Insured** elects to reject the revised terms or conditions, then the **Insured** may be entitled to a refund of premium (subject to an administration charge) provided that no



claim has been made during the current **Period of Insurance**.

If the **Insurer** exercises their right to withdraw cover under the **Policy**, then the **Insured** shall be entitled to a refund of premium for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

13. Law Applicable and Jurisdiction

Unless agreed otherwise by Us

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decision of the English courts.

14. Unoccupied Buildings

Immediately the **Insured** become(s) aware the **Insured** will notify the Insurer when any **Building(s)** or portion thereof become(s) **Unoccupied** or any **Unoccupied Building(s)** or portion thereof become(s) occupied and the **Insurer** shall have the right to impose additional terms, condition and exclusions and charge a suitable additional premium which shall be paid by the **Insured** if required.

When any **Building(s)** become(s) **Unoccupied**:

- a) the **Premises** are secured against illegal entry, with all windows at ground floor level boarded or bricked up and with all windows at other floor levels firmly secured so as to prevent unauthorised entry;
- b) all mains services are disconnected except for the electricity supply to maintain any fire or intruder alarm;
- c) all water pipes and tanks are drained down;
- d) all letterboxes are sealed to prevent insertion of any materials or liquids;
- e) the **Premises** are kept clear of all moveable combustible material;
- f) the **Insured** or authorised employee of the **Insured's** appointed agent shall inspect the **Premises** at least once a week and a record of these inspections are kept for inspection by the **Insurer**;
- g) any defects in maintenance or security shall be rectified immediately.

Claims Conditions

15. Action by the Insured

If any **incident** occurs which may give rise to a claim under this policy or any section of it or receipt in writing of any notice of any claims or legal proceeding the **Insured** shall:

- a. notify the **Insurer** as soon as reasonably possible;
- b. pass immediately, and unacknowledged, any letter of claim to the **Insurer**;
- c. notify the Policy authority immediately in respect of any theft, attempted theft, malicious damage, accidental loss or Act of **Terrorism**, to the extent that **Terrorism** is Insured by this Policy;
- d. carry out and permit any action to be taken which may be reasonably practicable to prevent further loss, destruction, **damage** or **consequential loss**;
- e. retain unaltered and unrepaired anything in any way connected with the loss, destruction, **damage** or **consequential loss** for as long as the **Insurer** may reasonably require;
- f. supply at its own expense full details of the claim in writing together with any supporting **information**, receipt and proofs which the Insurer may reasonably require.

16. Contribution

If at the time of any loss, destruction or **damage** there is any other insurance covering such **incidents**, the **Insurer** will only pay our rateable proportion of such loss.

17. Fraud

If any claim made under this **policy** by the **Insured** or anyone acting on behalf of the **Insured** is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof the **Insurer** will:

- i. refuse to pay the claim;
- ii. recover from the **Insured** any sums that it has already paid in respect of the claim

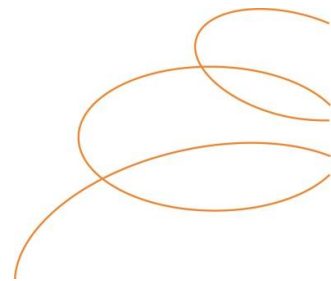
The **Insurer** may also notify the **Insured** that it will treat the **Policy** as having terminated with effect from the date the earliest of any acts as set out above.

In that event the **Insured** will:

- a. have no cover under the **Policy** from the date of the termination
- b. not be entitled to any refund of premium.

18. Subrogation

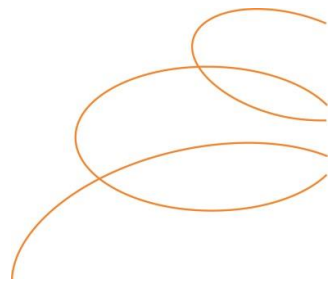
Any claimant under this **Policy** shall, at the request and expense of the **Insurer**, take or permit to be taken all necessary steps for



enforcing rights against any other party in the name of the **Insured** whether such steps are or become necessary before or after any payment is made by the **Insurer**.

19. Subrogation Waiver

The **Insurer** agrees to waive any such rights to which the **Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to Ourselves or against any company which is a subsidiary of a parent company of which the **Insurer** are also a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of loss, destruction or damage



Data Protection

From 25th May 2018 the General Data Protection Regulation (GDPR) came into effect. Protector Insurance is committed to ensuring that privacy is protected and has updated its Privacy Policy accordingly. The Privacy Policy is a statement explaining what data is collected from customers and how it is used. The Privacy Policy can be accessed on the Company website

<https://www.protectorinsurance.co.uk>

From time to time the contents of this policy may be updated and you should check the website periodically for updates.

Appointed Agent

Where you have declared an existing relationship with an Appointed Agent as described below you agree that this Agent is a data processor in relation to Your data and the insurance contract.

You agree that all processing undertaken on your behalf is performed in a manner compliant with Regulation (EU) 2016/679 EU (GDPR) Article 28 and governed by a separate contract between You and the Processor. You agree that the contract will contain the provisions, requirements and conditions as prescribed by Article 28 (3) GDPR.

You warrant that due to this agreement between you and the Agent, the Agent has full capacity, authority and necessary approvals to exchange and process data with You and Protector as required for the purpose of fulfilment of this contract and in line with Protector's published Data Privacy Notice.

Appointed Agent is deemed to mean any party other than an appointed advisor or Protector, who performs a service such as claims handling in connection with this policy on your behalf.

Company Information

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company. We are an Prudential Regulation Authority and Financial Conduct Authority EEA authorised firm, FCA financial services register number: 602381. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. Our UK registered office address is: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034. Protector delivers land based insurance to commercial and public sector clients and we distribute our products through insurance brokers. We provide no personal recommendation or advice about the insurance products offered, and any financial advice needed should be

sought from an authorised intermediary. We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100. Provision of Insurance cover for any territory outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, is underwritten by our principal firm, Protector Forsikring ASA.

Protector Forsikring ASA is supervised by the Norwegian financial services regulator, Finanstilsynet. Organisation number: 985279721.

Registered office address: Aker Brygge, Støperigata 2, 0250 OSLO, Norway.

Further information regarding our principal firm's regulatory permissions is available on the Finanstilsynet's registry:

<https://www.finanstilsynet.no/en/finanstilsynets-registry/>

For more information on our principal firm Protector Forsikring ASA, please refer to the Oslo stock exchange: https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders

Your Right to Complain

We're proud of the service we provide to our brokers and clients, but we know that sometimes things can go wrong. Our aim is to get it right, first time every time. If we make a mistake we will learn from it and try to put it right promptly.

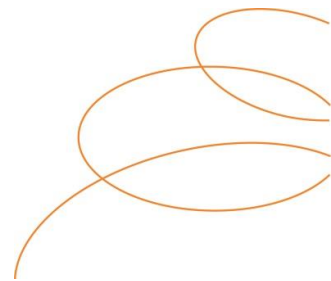
We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks and you are an 'eligible' complainant you may be entitled to refer it to the Financial Ombudsman Service. For more information on eligibility please refer to the Financial Ombudsman Service at:

<http://www.financial-ombudsman.org.uk/>

Should you wish to make a complaint then it should be directed to:

Customer Relations Manager
 Protector Insurance
 7th Floor
 3 Hardman Street
 Manchester
 M3 3HF
 Tel: 0161 274 9077
 Email: csm@protectorinsurance.co.uk

The **Insurer** will acknowledge the **Insured** complaint within 5 **business** days of receipt. In the unlikely event that the **Insured** complaint hasn't been resolved within 4 weeks of receipt, the **Insurer** will write and advise the **Insured**



of the reasons why and the further action the **Insurer** will take.

Within eight weeks of receipt the **Insurer** will either issue the **Insured** with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when the **Insurer** anticipate to have its investigation.

If the **Insured** are unhappy with our decision, or if the Insurer does not complete its investigation within eight weeks, the **Insured** may refer the **Insured** complaint to the Financial Ombudsman Service (FOS) who will liaise

with us on the **Insured** behalf. The FOS will inform the **Insured** directly of its decision. Referral to the FOS won't prejudice the **Insured** right to take subsequent legal proceedings.

Their address is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Consumer helpline number: 0800 0234567

