

**PROTECTOR**

Insurance

**Public Sector  
Property Wording**

**PR002**

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.

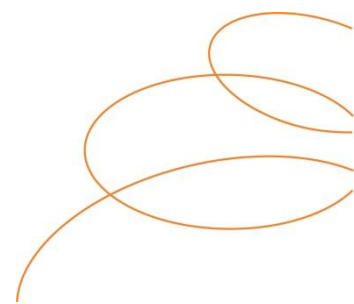
Protector will indemnify **you** in accordance with the terms of this **Policy**, in consideration of the payment to **us** of the premium for the **Period of Insurance**.

Signed, on behalf of Protector Insurance



Henrik Høye, Chief Executive Officer

<b>PUBLIC SECTOR INSURANCE POLICY CONTENTS</b>	
General Definitions	4
General Exclusions	12
Section 1 – Property Damage	14
Section 2 – Business Interruption	22
Exclusions Sections 1 and 2	28
Section 3 – Specified Business Equipment All Risks	30
Section 4 – Money	32
Section 5 - Computers	34
Section 6 - Contract Works	39
Section 7 - Terrorism	43
General Obligations	44
Data Protection	47
Financial Conduct Authority and Prudential Regulation Authority	47
Complaints Procedure	47



## General Definitions

Unless otherwise stated in the **Policy** the following words or expressions will be taken to have the same meaning whenever they appear in bold in the **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, 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**.

#### 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**
    - 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
3. Permanent Total Disablement;
4. **Temporary Total Disablement**;
5. **Temporary Partial Disablement**
6. Medical Expenses.

#### Breakage

means accidental fracture extending through the entire thickness of the Glass or Sanitary ware

#### 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, fixed glass, fixed sanitary ware 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 they 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, plans and designs except 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', elected members', officers' 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**

#### **Contract Works**

means the Permanent Works and Temporary Works in respect of

- a. new **Buildings** in course of erection

b. alterations and additions to existing **Buildings**

where such **Buildings** are owned by or to be owned by or occupied by You and used in connection with Your Business upon completion of the **Contract Works** at the Contract Site.

**Corruption**

means the loss, distortion, corruption or erasure of any **software Programme(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** or as otherwise provided for in any Sections of the **Policy**.

**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

**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 **programmes, software** and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**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.

**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**.

#### Hired in Plant

means the constructional plant tools and equipment (including site huts and temporary **Buildings**) hired in by the **Insured** or for which the **Insured** is responsible and not otherwise insured

#### 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.

#### (the) Insured

means the person persons or entity named 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.

#### (the) Insurer

Means Protector Forsikring ASA

#### Intruder Alarm System

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

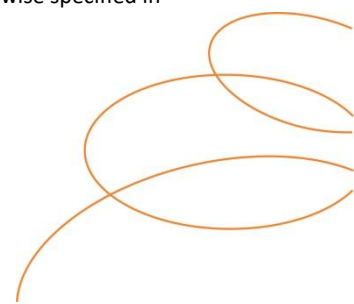
#### Loss of Limb

means;

- a. in the case of a leg, loss by the physical severance at or above the ankle or permanent and total loss of 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 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**

or irradiated in the production or use of nuclear fuel.

## M

### Maximum Indemnity Period

Means the number of months as stated in the **Schedule**

### 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, travellers' 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

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

### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a. the production or use of atomic energy
- b. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced

### Nuclear Reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Occurrence

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

(Section 8) 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 the 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.

#### **Own Plant**

means the constructional plant tools and equipment (including site huts and temporary **Buildings**) owned by the **Insured** or for which the **Insured** is responsible and not otherwise insured.

#### **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.

#### **Phishing**

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

#### **Policy**

means this **Policy** wording

#### **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 Fees**

means architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the **Insurer**' 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**

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**

#### **Rent**

means **Rent** which continues to be legally payable by the **Insured** whilst the **premises** are rendered unable 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**.

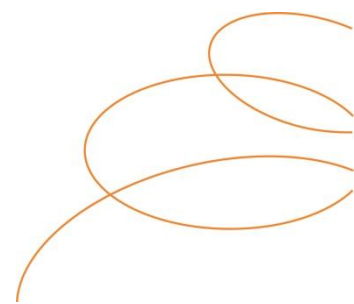
#### **Revenue**

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 **Programme(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 **Programme(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**.

### 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

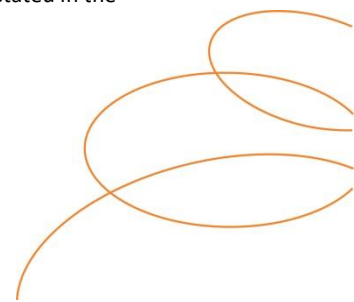
means the **money** paid or payable to the **Insured** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

### 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**

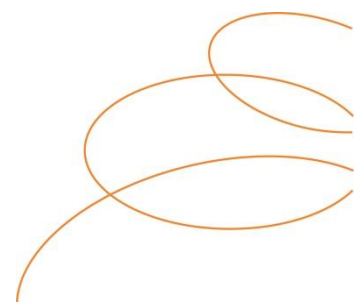
Means any **programme** code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect any computer **Programme(s)**, data files or operations, whether involving self-replication or not. **Virus or Similar 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

The following General Exclusions are applicable to all Sections of this **Policy** unless stated to the contrary within those 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** or 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 **Phishing** 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** allege 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. **Damage** or Business Interruption caused by or arising from **Pollution** or **Contamination** but this shall not exclude **Damage to Property Insured** or Business Interruption not otherwise excluded caused by
  - a. **Pollution** or **Contamination** which itself results from a Defined Peril;
  - b. **Damage** which itself results from **pollution** or **contamination**.

### 5. 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 or radioactive force or 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.

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

## 6. 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.

## 7. Excess

## 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 20 **Property at Exhibitions**, 21 **Temporary Removal**, 22 **Temporary Removal repairs**.

- 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-invalidation

Notwithstanding any applicable General Conditions cover under this **Policy** 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

- a) was acting reasonably at all material times,
- b. 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

- d. shall pay any additional premium required by the **Insurer**.

For the avoidance of doubt, this clause shall not prevent the **Insurer** from enforcing their rights in respect of any Damage or loss arising after such notice has been given by the **Insured** but before the breach of Condition has been remedied.

#### 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** 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** 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 Obligations

##### 1. 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 Sum 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:

- a. **Breakage** arising directly from alteration to or repair or restoration of the **Premises**;
- b. **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**;

- c. Scratching or chipping of **Glass** unless it extends through the complete fabric of the **Glass**;
- d. **Breakage** caused by wear and tear, any gradually operating cause or the costs of maintenance;
- e. **Breakage** in respect of any **Unoccupied** building;
- f. **Breakage** of bulbs or tubes unless consequent upon **damage** to neon or illuminated signs;
- g. **Breakage** caused by mechanical or electrical breakdown or the application of electrical energy;
- h. **Breakage** arising from a **Defined Peril**;
- i. the first £250 of each and every loss arising hereunder.

### 4. Capital Additions, Alterations and Improvements

Cover in respect of Item A (**Building[s]**) and Item B (**Contents**) extends to include 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 £10,000,000 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. Contracting Purchasers

If at the time of **Damage** you have contracted to sell **your** interest in any Building and the purchase has yet to be confirmed when completion takes place the purchaser will be entitled to the benefit under this Section provided always that the property is not otherwise **insured**.

### 8. 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.

### 9. 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**

### 10. 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**

### 11. 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**.

### 12. European and Public Authorities Requirements

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.

the **Insurer** will not pay for:

- 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 **you** 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 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.

### 13. 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** not exceeding £50,000

### 14. Inadvertent Omissions to Insure

Notwithstanding any applicable General Conditions it is agreed that having notified the **Insurer** of their intention to insure all property which the **Insured** owns or for which they are responsible within the **territorial limits** with the **Insurer** from the inception date of the **Policy** and it being the Insured's reasonable and honest belief that all such property is so insured then the **Insurer** agrees to extend cover if any property is found to have been inadvertently left uninsured by the **Insured** and the **Insurer** will deem such property to be insured for the purposes of this **Policy**, provided that in respect of any such property

- 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 and
- 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

### 15. 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** liability shall not exceed £2,500,000 in respect of any one contract in

respect of all losses arising out of any one **occurrence**.

#### 16. Landscaped Grounds

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

#### 17. 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.

#### 18. Motor Vehicles

Notwithstanding exclusion 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**.

Provided that:

The **Insurer** shall not be liable for any claim in excess of the amount stated in the **Schedule**

#### 19. 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. Professional Fees

This Section includes an amount in respect of reasonable architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the **property insured** consequent upon its **Damage** but not for preparing any claim.

#### 20. 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**.

#### 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 on **Transit** by road, rail or inland waterway and during loading and unloading and whilst in temporary storage. Subject to the **Insurer** maximum **limit of liability** not exceeding £5,000

## 27. Unauthorised Use of Electricity, Gas or Water

This Section is Extended to include the cost of metered electricity, gas or water for which the **Insured** is legally responsible arising from unauthorised use by persons taking possession of or occupying the **Premises** without the **Insured's** authority.

Provided that:

- a) The **Insurer** maximum liability under this Extension shall not exceed £25,000;
- b) The **Insured** shall take all practical steps to terminate such unauthorised use as soon as it is discovered

## 28. 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 d of which is restated as follows:

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 a of Clause 4) at the inception of the **Period of Insurance** then the **Insurer** 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 **Sum 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.

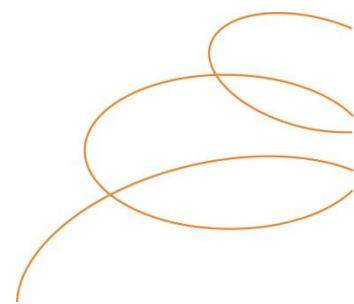
#### 2. Subsidence Extension

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:
  - a. Collapse, cracking, shrinkage or settlement of **Building(s)** or any part thereof;
  - b. Coastal or river erosion
  - c. defective design or workmanship or the use of defective materials, including inadequate construction of foundations
  - d. settlement or movement of made up ground;
  - e. 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:
  - a. demolition, construction, structural alteration or repair of any **Building(s)**;
  - b. groundworks or excavation;  
at the same **premises**



## 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 have 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.

### 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 Revenue

Cover 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 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 A - underinsurance

If the Sum Insured under Item A (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 A – Revenue

1. The premium paid for Item A (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.

### Item B - Additional Expenditure

Cover under Item B (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 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 liability of the Insurer shall not exceed the Sum Insured by this item as stated in the Schedule.

### Item C Additional Increase in Cost of Working

The Insurance under Item C 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**.

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

### Extensions for Item A (Revenue) and Item B (Additional Expenditure)

#### 1. Action of Competent Authority

This insurance extends to include interruption of or interference with the **Business** due to prevention or hindrance of the use of the **Premises** or access thereto as a result of action by the police or other competent local, civil or military authority following a danger or disturbance including bomb threat hoax or actual.

Solely for the purposes of this Extension, Vicinity shall mean within one mile of the **Premises** which has suffered interruption or interference.

Provided that the **Insurer** shall not be liable for any loss directly or indirectly caused by, contributed to or arising from any of the following:

- a. any danger or disturbance involving interruption or interference of less duration than 12 hours;
- b. any consequence of **Damage**;
- c. any consequence of labour disputes infectious or contagious diseases or drought;
- d. any period other than the actual period of prevention or hindrance of the use of the **Premises** or access thereto;
- e. any loss sustained after 1 month from the commencement of the prevention or hindrance of the use of the **Premises** or access thereto.
- f. any one loss exceeding £100,000 any one loss and in total for all losses occurring during any one period of insurance
- g. Any danger or disturbance involving interruption or interference caused by or arising from 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).
- h. Any danger or disturbance involving interruption or interference caused by or arising from 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).

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).

The fear of, threat of, or steps taken in an attempt to mitigate the effect of i. or ii. or iii. above.

#### 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 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

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:

- i. electricity (including generating stations or substations)
- ii. gas (including any natural gas producer linked directly therewith)



- iii. water (including works and pumping stations)
- iv. telecommunications services

The **Insurer** shall not be liable for any claim in excess of £1,000,000.

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:

- i. electricity at the terminal ends of the service providers feeders at the **Premises**
- ii. gas at the service providers meters at the **Premises**
- iii. water at the service provider's main stop cock serving the **Premises**
- iv. land based telecommunication services at the incoming line terminals or receivers at the **Premises**

but excluding any failure:

- a. which does not involve a cessation of supply for at least 12 (twelve) consecutive hours;
  - i. 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;
- ii. due to strikes or any labour or trade dispute or any industrial action;
- iii. due to drought;
- iv. 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 of £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. Exclusions 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. 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 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**.

### Item D Loss of Rent Receivable

Cover under Item D (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 D – underinsurance

If the **Sum Insured** under this Item D (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 cancelled 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 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 any interruption of or interference with the **Business**.

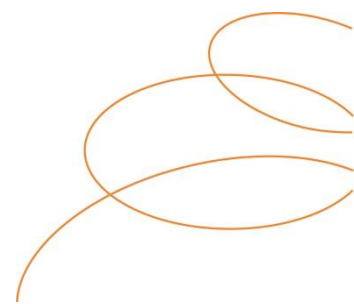
#### 6. Payments on Account

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

#### 7. 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.



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

In addition to matters excluded under the General Exclusions of this **Policy**, the **Insurer** shall not indemnify the **Insured** in respect of:

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;

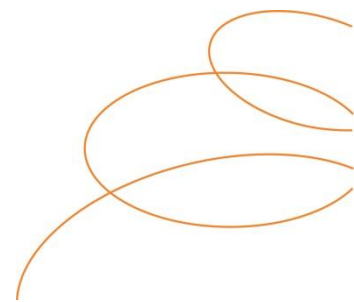
in respect of any **Unoccupied Building**.

**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 – 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 3 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 event 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:

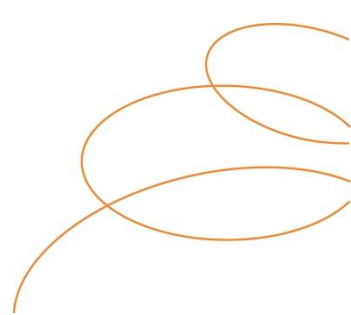
but this shall not exclude subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded;

- 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, locks and special money-carrying cases if loss, destruction or damage results from the theft or attempted theft of Money;
4. Damage to clothing and personal effects (including money), belonging to you or any of your partners or any of your directors or any Employee, resulting from theft or attempted theft of Money, up to an amount not exceeding £1,000 for any one person in total for all claims or series of claims, arising out of any one original cause.
5. 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 30 (thirty) 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 except for an amount not exceeding £100;
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
<b>Item 1</b>	
Death, Permanent Total Disablement or Total Permanent <b>Loss of eye</b> and/or <b>Loss of Limb</b>	the Capital Sum as stated in the <b>Schedule</b> as the Compensation Limit for any one <b>Insured</b> Person
<b>Item 2</b>	
<b>Temporary Total Disablement</b> (so long As such Disablement	the weekly amount as stated in the <b>Schedule</b> as Compensation Limit for a

Continues)

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. 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**.
3. 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.
4. **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.

#### Section 4B Assault Exclusions

1. Section 4B **Assault** does not cover **Benefit**:
  - a. to any person under 16 (sixteen) or over 70 (seventy) 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 – Computer

### 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.

#### 1. Damage to Computer Equipment

In the event of Damage to the Property Insured occurring during the period of insurance within the Territorial Limits caused by any of the Perils Insured stated in the Schedule the Insurer will at the option of the Insurer indemnify the Insured by payment, reinstatement, replacement or repair.

#### 2. Reinstatement of Programs

In the event of accidental loss distortion corruption or erasure of Programs recorded on Media insured by Cover 1 Damage to Computer Equipment the Insurer will pay the costs necessarily and reasonably incurred by the Insured in the Reinstatement of Data or the value to the Insured of the Data therein.

#### 3. Reinstatement of Data

In the event of accidental loss distortion corruption or Erasure of Data recorded on Media insured by Cover 1 Damage to Computer Equipment the Insurer will pay the costs necessarily and reasonably incurred by the Insured in the Reinstatement of Data or the value to the Insured of the Data therein.

#### 4. Additional Expenditure

Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period for the sole purpose of avoiding or diminishing interruption of or interference with the operations of the Business carried out by the Computer Equipment in consequence of an

Incident insured under this Section of the Policy occurring during the Period of Insurance. Less any sum saved during the Indemnity Period in respect of expenses and charges of the business which cease or are reduced.

### Section 5 Special Definitions

#### 1. Data

means facts, concept and/or information converted to a form usable in computer operations

#### 2. Erasure

Means erasure, destruction, corruption or distortion of software or Data on Media forming part of Computer Equipment

#### 3. Media

means the materials on which Data and/or programs are recorded.

### Section 5 Conditions

#### 1. Average

Each Item under this Section is declared to be subject to General Condition 3 Average (Underinsurance) (unless otherwise stated in the Schedule)

#### 2. Duplicate Records and Data Security

##### a. The Insured shall:

- i. back up Data records and update the records no less frequently than once every seven (7) calendar days
- ii. maintain up to date duplicate copies of software Programs and Data
- iii. store back up Data records and up to date duplicate
- iv. verify the backed up Data records for readability and where practicable restore them to the system at least once every thirty one (31) calendar days and run a full test of their integrity and ability to perform all the functions of the original Data or Software.

#### 3. Other Interests

It is agreed that various parties may have a legal interest in a part of the Computer Equipment and the insured undertakes to declare the name, nature and extent of any interest of such party at the time of Damage.

#### 4. Residual Breakdown

The **Insured** shall ensure that in the event of **Damage** to **Computer Equipment** other than Property hired in by the **Insured** due to its own mechanical breakdown or derangement such item(s) at the time of the **Damage** must be the subject of a maintenance rental hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use.

#### 5. Storage of Software/Data Materials

The **Insured** shall store all **Software/Data** materials, discs and tapes in a safe place in accordance with the manufacturer's recommendations.

#### Section 5 Extensions

##### 1. Accidental Discharge of Gas Flooding Systems

This Section of the **Policy** is extended to include the cost of recharging the gas flooding system installed solely for the protection of the **Computer Equipment** following accidental discharge

Provided that:

- a. The **Insurer** shall not be liable under this Extension for any loss as a result of gradual leakage discharge or drop in pressure
- b. The **Insured** shall maintain at their own expense the gas flooding system in accordance with the suppliers and/or manufacturers recommendations
- c. The liability of the **Insurer** under this Extension shall not exceed £25,000 in the annual **aggregate**

##### 2. Additional Rental Charge

This Section of the **Policy** is extended to include the cost of additional lease or rental charges arising out of the replacement of a lease or rental agreement in respect of **Computer Equipment** by a new agreement for similar equipment in consequence of loss or **damage insured** under Cover 1 Damage to Computer Equipment.

Provided that:

- a. the period in respect of which additional charges shall be paid shall commence immediately after the **occurrence** of the loss or **Damage** and shall end not more than two years later or on expiry of the original agreement whichever is earlier and
- b. the liability of the **Insurer** under this Section shall not exceed £25,000 in the annual **aggregate**.

##### 3. Automatic Reinstatement of Sum Insured

In consideration of the **Sum 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 to Computer Equipment** 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**.

#### 4. Capital Additions, Alterations and Improvements

This Section of the **Policy** is extended to include additional **Computer Equipment** acquired which is not otherwise insured, subject to the following conditions:

- a. the **Insured** shall declare to the **Insurer** the date and value of such capital additions within one month of the expiry of each **Period of Insurance** 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 £1,000,000 in the **aggregate**

#### 5. Debris Removal

This Section of the **Policy** is extended to include costs necessarily and reasonably incurred by the **Insured** in dismantling and removing debris of **Computer Equipment** following **Damage insured** by this Section.

Provided that:

- i. this Extension excludes cost associated with complying with The Waste Electrical and Electronic Equipment (EE) Regulations 2009 including any subsequent amendments and revisions and;
- ii. the liability of the **Insurer** shall not exceed £100,000 in the annual **aggregate**

#### 6. Denial of Access

This Section of the **Policy** is extended to include interruption of or interference with the **Business** in consequence of accidental loss, destruction or **Damage**:

- a. to Property in the vicinity of **Computer Equipment** or the building housing that **Computer Equipment** at the **Premises**.
- b. as a result of action by the police or other competent local, civil or military authority following a danger or

disturbance including bomb threat hoax or actual.

Provided that:

The liability of the **Insurer** under this Extension shall not exceed £25,000 any one loss unless otherwise stated in the **Schedule**.

#### 6. European and Public Authorities – Excluding undamaged Property

The Section of the **Policy** is extended to include additional costs 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 lost, destroyed or **Damaged** property insured or any undamaged portion thereof.

the **Insurer** will not pay for:

- a) the cost incurred in complying with the Stipulations:
  - i. in respect of **Damage** not insured under this Section
  - 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 undamaged **Computer Equipment** or undamaged portions of **Computer Equipment**
- b) the additional cost that would have been required to make good the **Computer Equipment** 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 charge or assessment rising out of capital appreciation which may be payable in respect of the **Computer Equipment** 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 Extension is reduced by the application of any of the terms and conditions of this **Policy** 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 in respect of the **Computer Equipment** suffering **Damage** - its **Sum Insured**.

#### 7. Incompatibility of Computer Records

This Section of the **Policy** is extended to include the cost of

- a. modification of **Computer Equipment** or
- b. the replacement restoration or recompilation of computer Media

whichever is the lesser to achieve compatibility in the event that the **insured** loss of or **Damage** to **Computer Equipment** has resulted in undamaged computer Media being unavoidably incompatible with replacement equipment.

Provided that:

- i. reinstatement of Data and the increased Cost of Working is insured by this Section
- ii. the liability of the **Insurer** shall not exceed £50,000 any one loss

#### 8. Investigation Costs

This Section of the **Policy** is extended to include the cost (including the cost of consultants fees) incurred with the prior written consent of the **Insurer** in conducting investigations and tests in respect of possible repair or replacement of **Damaged Property Insured**.

Provided that the liability of the **Insurer** shall not exceed £50,000 in the aggregate

#### 9. Loss Avoidance Measures

This Section extends to include the reasonable costs necessarily incurred by the **Insured** to take exceptional measures to prevent or mitigate impending **damage** to **Computer Equipment** as a result of an Accident.

Provided that:

- a. **Damage** would reasonably be expected if such measures are not implemented;
  - b. the **Insurer** is satisfied that **Damage** has been avoided or mitigated by means of the exceptional measures;
  - c. the amount payable will be limited to the cost of **Damage** which would have otherwise occurred;
  - d. the terms, conditions and exclusions of this Section and the **Policy** apply as if **damage** has occurred;
  - e. if **Damage** had occurred it would have resulted in a claim that would have been accepted by the Insurer under this Section of the **Policy**.
- ii. until the cost of reinstatement has been incurred
  - iii. if the **Computer Equipment** at the time of its **Damage** is insured by any other insurance effected by the **Insured** or on the **Insured's** behalf which is not on the same basis of reinstatement.
3. All the terms and conditions of this Section will apply:
- i. in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
  - ii. where claims are payable as if this clause had not been incorporated.

Subject to the liability of the **Insurer** not exceeding £10,000 any one **Occurrence**

#### 10. Professional Accountants Charges

This Section of the **Policy** is extended to cover 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.

Provided that the liability of the **Insurer** shall not exceed £5,000 any one loss.

#### 11. Reinstatement

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **Computer Equipment** is to be calculated will be reinstatement.

Supplementary Conditions

1. The **Insurer** liability for the repair of partially **damaged Computer Equipment** will not exceed the amount which would have been payable had such **Computer Equipment** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
  - i. unless reinstatement commences and proceeds without unreasonable delay

#### 12. Waste Disposal Cost

This Section of the **Policy** is extended to include costs necessarily and reasonably incurred with the consent of the **Insurer** in complying with The Waste Electrical and Electronic Equipment (EE) Regulations 2009 including any subsequent amendments and revisions following loss or **damage** to **Computer Equipment** or Auxiliary Equipment insured.

Provided that:

- a. the **Insurer** is satisfied that the **Insured** is liable for the cost of disposal
- b. the **Insured** provide a copy of the certificate evidencing disposal
- c. the **Insurer's** prior written consent has been given to dispose of the **Computer Equipment** or Auxiliary Equipment

Provided that the liability of the **Insurer** for the cost of disposal shall not exceed £25,000 any one loss.

#### Exclusions

The **Insurer** will not be liable for

##### 1. Programming Errors or Design defects

The cost of rectifying programming errors or design effects in **software** and any additional expenditure in consequence of such errors or defects.

##### 2. Property in Unattended Vehicle

Loss, **Damage**, costs, additional expenditure or Financial Loss due to theft or attempted theft while the Insured property is in an unattended **vehicle** unless

- a. the doors of the **vehicle** are locked and all its windows and

other openings are fully closed and properly fastened

- b. the **vehicle** is in a locked garage or compound **overnight**
- c. the Insured property is concealed from view
  - i. in a locked boot or covered luggage compartment in a motor car or
  - ii. in an enclosed luggage area of a van or lorry
- d. any alarm system fitted to the **vehicle** is activated.

wear and tear, erosion, corrosion or other deterioration caused by, or naturally resulting from, ordinary work, use or exposure.

but this shall not exclude **Damage** resulting therefrom or loss of revenue or additional expenditure in consequence of such **Damage** unless otherwise excluded.

### 3. Unexplained Losses

**Damage** caused by unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information resulting in loss of **revenue** and additional expenditure

### 4. Utilities

Additional expenditure incurred following a failure of the public supply of electricity due to the deliberate act of the supply authority or the exercise by the supply authority of its power to withhold or restrict supply unless necessitated by the need to safeguard life or protect

- 1) part of the supply authority's system
- 2) failure of the telecommunication company's landlines due to
  - i. deliberate act to withhold or restrict access to the system
  - ii. industrial action by the telecommunication company's employees
  - iii. use of non-approved equipment.

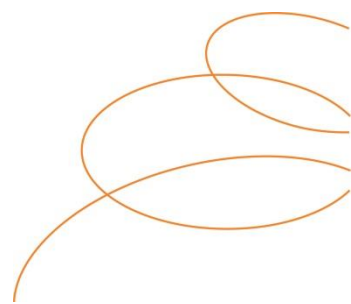
### 5. Warranty Guarantee or Maintenance Agreement

**Damage**, costs or expenses recoverable by the **Insured** under the terms of any warranty, guarantee or maintenance contract.

### 6. Value of Data

The value to the **Insured** of Data stored on **Computer Equipment** unless expressly provided for under Cover 3 (Reinstatement of Data) of this Section.

### 7. Wear and Tear



## Section 6 – Contract Works All Risks

### The Cover

The Insurer will indemnify the Insured and any Additional Insured as stated in the Schedule against physical loss of, destruction of or Damage to the undernoted property arising from any accidental cause not otherwise being excluded, occurring during the Period of Insurance, subject always to the Excess(s) and the limits, terms, conditions and exclusions of this Section of the Policy:

1. **Damage to the permanent works and temporary works;**
2. **Damage to own plant;**
3. **Damage to hired in plant**
4. **Existing Buildings Insured under Section 1 of the policy but only during the period of any alteration or addition to the Buildings.**

The indemnity provided shall only apply to losses occurring within the Territorial Limits including whilst in transit therein but excluding transit by sea or air.

### Limit of Liability

The liability of the Insurer under this Section for each and every Occurrence shall not exceed the maximum contract value as stated in the Schedule.

### The Excess

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

### Insured

In respect of this Section only, the word Insured shall mean

- a. the person named in the Schedule
- b. and where the Insured is the employer any management contractor construction manager or contractor appointed by the Insured and/or sub-contractors of any tier and/or servants or agents acting on their behalf where the Insured is responsible for arranging a joint Policy in respect of the contract in question

### Section 6 Conditions

#### 1. Fire on Construction Sites Joint Code of Practice

The insured undertakes to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated May 1992 or any subsequent amendment to or revised edition thereof current at inception of any period of insurance (hereinafter referred to as 'The Joint Code').

This Condition shall only apply to all construction contracts which have an original contract price in excess of £5,000,000. For the purpose of paragraph 6.3 of The Joint Code if the individual estimated works in progress contract price exceeds £20,000,000 it will be regarded as a large project.

The appointed representative of the Insurer shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event the Insurer becomes aware of a breach of The Joint Code the Insurer may inform the Insured of the nature of the breach specifying the remedial measures required by the Insurer and the period within which these must be completed.

Where the Insurer considers such a breach is of sufficient importance the Insurer may confirm the same by notice in writing to the insured (herein referred to as 'Notice'). Such Notice will be given by special delivery mail, facsimile transmission or by hand. Under the terms of this or any subsequent Notice the Insurer may spend or cancel cover at the contract site concerned from the date stated in the Notice not being a date earlier than the date named for completion of the Remedial Measures it being understood that upon suspension cover will be reinstated when the Insurer is satisfied that the Remedial Measures have been completed.

### Section 6 Extensions

#### 1. Additional Costs of Unbuilt Works

In the event of Damage to the contract works and the costs to the Insured of completing the unbuilt permanent works exceeds the contract value from the time of the Damage such additional cost shall be payable under this Extension provided that:

- a. the Insurer has accepted liability under this Section for the Damage
- b. no liability shall attach to the Insurer under this Extension for
  - i. costs incurred to accelerate completion of the works
  - ii. costs incurred in rectifying or modifying any design plan or specification
  - iii. costs arising out of any unnecessary delays in repairing the damage or completing the works
  - iv. any amount otherwise recoverable under the terms of this Policy

## 2. Concealed Damage

This Section of the **Policy** is extended to include the costs and expenses necessarily incurred in locating concealed Damage to the permanent works provided that the **Insurer's** Limit of Liability under this Extension shall not exceed the **Limit of Liability** in respect of the **Contract Works** stated in the **Schedule** in the aggregate

## 3. Expediting Expenses

This Section shall be extended to include the additional cost of overtime weekend and shift working payments plant hire charges express delivery including airfreight necessarily and reasonably incurred in expediting repair replacement or rectification following loss or **Damage** for which the **Insurer** has accepted liability but excluding any cost solely to expedite the completion of any construction or installation of insured property not lost or damaged.

Provided that the liability of the **Insurer** shall not exceed £50,000

## 4. European Union and Public Authorities Clause

Subject to the following supplementary conditions this Section shall be extended to include **Contract Works** cover for such additional cost of reinstatement as may be incurred by the **Insured** solely by reason of the necessity to comply with the stipulations of:

1. European Union legislation
2. Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

(hereinafter referred to as 'the Stipulations') in respect of **Damage to Property Insured** and undamaged portions thereof.

The **Insurer** will not pay for:

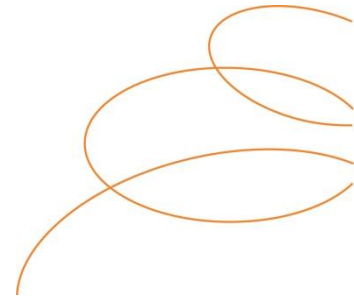
- a. The cost incurred in complying with the Stipulations:
  - i. In respect of **Damage** occurring prior to the inception of cover by this Section
  - ii. In respect of **Damage** not insured by this Section
  - iii. Under which notice has been served upon the **Insured** prior to the happening of the **Damage**
  - iv. For which there is an existing requirement which has to be implemented within a given period

- v. In respect of property entirely undamaged by any cause hereby insured against
- b. The additional cost that would have been required to make good the 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 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.

## 3. Supplementary Conditions

- a. The work of reinstatement must be commenced and carried out without unreasonable 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 **Insurer's** liability under this Section not being increased.
- b. The **Insurer's** liability under this Section apart from this clause is reduced by the application of any of the terms and conditions of this Section then the **Insurer's** liability under this Clause will be reduced in like proportion.
- c. The total amount recoverable under any item in respect of this clause will not exceed:
  - i. In respect of the property suffering **Damage**:
    - a) 15% of its **sum insured**
    - b) Where the **sum insured** by 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** by the item at the **Premises** where the **Damage** has occurred been wholly destroyed
  - ii. In respect of undamaged portions of property other 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.

## 5. Indemnity to Other Persons





- a. it is noted that all interests in this Section will be jointly vested in the **Insured** and any contractor employed by the **Insured** to undertake the **contract works** stated in the **Schedule**
- b. any rights to which the **Insurer** may become entitled or subrogated upon paying for or making good any **Damage** will not be pursued against any subcontractor or domestic subcontractor in any period from commencement of the works to the issue of a certificate of practical completion for the subcontract works

This waiver does not apply to:

- i. **Damage** caused other than a **defined peril**
- ii. Domestic subcontractors in so far as the **damage** extends to existing **Buildings** and/or **contents**

## 6. Offsite Storage

This Section shall be extended to include loss of or **Damage** to **Contract Works** whilst stored at any location in the **Territorial Limits** other than the contract site for a period not exceeding three months.

Provided that:

- a. the **Contract Works** are ready for delivery to the contract site
- b. allocation to an **insured** Contract can be proved
- c. the liability of the **Insurer** in respect of the value of the **Contract Works** in store at any one location shall not exceed the lesser of
  - i. 10% (ten percent) of the contract value or
  - ii. £100,000

## 7. Owned plant - Transit

The insurance by this Section is in respect of loss of or **Damage** to owned plant whilst at any location in the **United Kingdom** and whilst in **transit** (other than by sea or air) between such locations.

## 8. Professional Fees

This Section shall be extended to include architects surveyors consulting engineers or other **professional fees** in accordance with those authorised by the appropriate professional body necessarily incurred by the **Insured** in the reinstatement of the **Contract Works** following loss or **Damage** for which the **Insurer** has accepted liability but not the cost of preparing a claim under this **Policy**.

## 9. Removal of Debris

This Section shall be extended to include in respect of the **Contract Works** the costs and expenses necessarily and reasonably incurred by the **Insured** with the **Insurer's** prior written consent in removing debris dismantling demolishing shoring up and propping portions of the property as a result of **Damage Insured** by this Section but excluding any costs and expenses

- a. incurred in removing debris except from the site of such property suffering **Damage** and the area immediately adjacent to such site
- b. arising from **Pollution or Contamination** of property not insured under this Section.

Provided that the liability of the **Insurer** under this Extension shall not exceed the **Limit of Liability** in respect of **Contract Works** as stated in the **Schedule**.

## SECTION 6 - Exclusions

The **Insurer** shall not indemnify the **Insured** in respect of:

1. any temporary **Buildings**, machinery, plant tools or other equipment the property of any contractor or subcontractor or for which they are responsible.
2. Damage to work for which a certificate of practical completion has been issued.
3. loss of or **Damage** to or the cost necessary to replace, repair or rectify:
  - a. **Property Insured** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **Property Insured** or any part thereof;
  - b. **Property Insured** lost or **damaged** to enable the replacement, repair or rectification of **Property Insured** excluded by a above.

Exclusion 3a shall not apply to other **Property Insured** which is free of the defective condition but is **Damaged** in consequence thereof.

For the purposes of this Section and not merely this Exclusion the **Property Insured** shall not be regarded as lost or **damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **Property Insured** or any part thereof;

4. The cost of making good:
  - a. mechanical or electrical breakdown, explosion or derangement;
  - b. wear, tear, rust or other gradual deterioration;

but this Exclusion shall be limited to the parts immediately effected and

shall not apply to **Damage** arising in consequence thereof;

**5. Fines or Penalties**

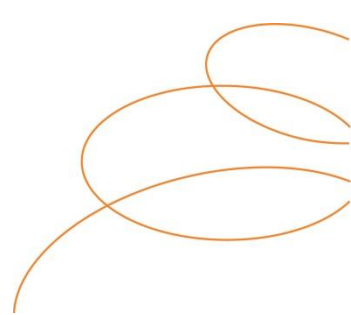
any fine or penalty for non-completion, non-compliance or delay

**6. Unexplained Losses**

unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;

**7. Works involving:**

- i. demolition unless as part of a wider contract for building works
- ii. piling, underpinning or dewatering
- iii. building, maintenance, repair of sewers, culverts or other excavations exceeding a depth of 5 metres
- iv. bridges, viaducts, dams, tunnels exceeding 10 metres in length
- v. work adjacent or in or over water
- vi. any other civil engineering works



## Section 7 - Terrorism

### The Cover

The Insurer shall indemnify the Insured against Damage under Section 1 Property Damage All Risks, and Section 3 Specified Business Equipment All Risks and Section 4 Money and Section 5 Computers and Section 6 Contract Works All Risks 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 nor 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;

### Section 7 Conditions

Cover 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 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).
5. in any action, suit or other proceedings where the Insurer allege that any damage or loss resulting from damage is not covered by this Section of this Policy, the burden of proving that such damage or loss is covered shall be upon the Insured

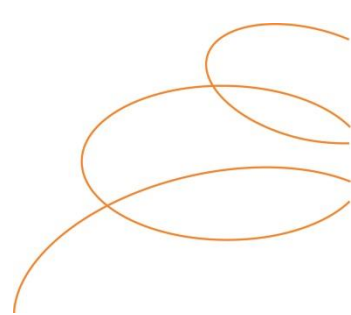
### Section 7 Exclusions

This 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 or arising from or occasioned by or resulting from:
  - 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 Programme(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 Phishing 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 Obligations

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**.

### 3. Average (Underinsurance) applicable to Sections 1, 3 and 5

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. Fair Presentation

The **Insured** 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 the **Insurer** all circumstances material to the risk being insured that the **Insured** knows of or those circumstances that it reasonably ought to know of.

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

Inception/renewal

If the failure to make a fair presentation was:

- a. deliberate or reckless, the **Insurer** 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 the **Insurer** would not have entered into the **Policy**, then the **Insurer** 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 the **Insurer** would have entered into the **Policy** on different terms other than premium, then the **Insurer** may treat the **Policy** as being subject to those amended terms and/or where the **Insurer** would have charged an increased premium, then the **Insurer** may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

Mid-Term Variation

If the failure to make a fair presentation was:

- a. deliberate or reckless, the **Insurer** 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 the **Insurer** would not have entered into the variation on any terms, then the **Insurer** 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 the **Insurer** would have agreed to a variation but on different terms other than premium, then the **Insurer** may treat the variation as being subject to those amended terms and/or where the **Insurer** would have charged an increased premium, then the **Insurer** 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.

### 4. Fraud

If any claim made under this **Policy** by the **Insured** or anyone acting on the **Insured's** behalf is fraudulent the **Insurer** may:

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

In that event the **Insurer** terminates the **Policy** in accordance with this Condition:

- a. the **Insurer** 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 the **Insurers** liability for

matters otherwise covered by this **Policy** prior to the fraudulent act.

## 5. Fire Protections

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 **Insured** shall ensure that 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**.

## 6. Precautions and Reasonable care

It is condition that the **Insured** shall take all reasonable precautions:

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

which might give rise to a claim under this **Policy**.  
The **Insured** shall also:

- a. comply with all statutory and other obligations and regulations imposed by any authority;
- b. maintain the **Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- c. 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.

## 7. Sanctions

The **Insurer** shall not provide cover and the **Company** 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 **Company** 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.

## 8. 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**.

## 9. 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**

#### 10. Law and Applicable 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.

#### 11. Unoccupied Buildings

the **Insured** shall notify the **Insurer** in writing as soon as is reasonable when any when any **Building(s)** or portion thereof become(s) **Unoccupied** for more than 30 (thirty) consecutive days and shall pay or agree to pay any additional premium if required by the Insurer. The **Insured** will notify the **Insurer** when any **Unoccupied Building(s)** or portion thereof become(s) occupied.

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

- a) the Premises are secured against illegal entry by closing and locking all windows and doors and setting any fire or intruder alarm systems;
- 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** in accordance with the timescale agreed with the **Insurer** 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

##### 12. Action by the Insured

If any **incident** or **occurrence** 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 it's own expense full details of the claim in writing together with any supporting information, receipt and proofs which the **Insurer** may reasonably require

#### 13. Contribution

If at the time of any loss, destruction or **damage** there is any other insurance covering such **incidents**, the **Insurer's** shall not be liable for more than their rateable proportion of such loss.

#### 14. 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**.

The **Insurer** agrees to waive any such rights against:

- a. Any tenant or lessee in respect of **Damage** to the part of the **Premises** in the demise of that tenant or lessee or to common parts of the **Premises** unless the **Damage** arises out of a criminal fraudulent or malicious act;
- b. any Company standing in relation of parent to subsidiary (or subsidiary to parent) of the **Insured**;
- c. any Company which is a subsidiary of a parent Company of which the **Insured** themselves are also a subsidiary;

in each case within the meaning of the Companies Act(s).

## Data Protection

From 25<sup>th</sup> 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 Insurance 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 a 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](http://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](https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders)

## The Insured's Right to Complain

If **your** cover was purchased through an intermediary and **your** complaint relates to the way in which **your** insurance was sold, the service provided by **your** intermediary or to a claim, **your** intermediary will deal with **your** complaint.

If **your** complaint is about our service or the **Policy** terms and conditions, **your** insurance intermediary may refer **your** complaint to us. We or **your** insurance intermediary will investigate **your** complaint and issue a final response letter.

If **you** are unhappy with the response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust) **you** may wish to contact the Financial Ombudsman Service.

Customer Relations Manager  
 Protector Insurance  
 City Tower  
 Piccadilly Plaza  
 Manchester  
 M1 4BT  
 Tel: 0161 274 9077  
 Email: [esm@protectorinsurance.co.uk](mailto:esm@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.

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 **Insureds** right to take subsequent legal proceedings. Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Consumer helpline number: 0800 0234567

