



# OFFICES

Policy



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## Introduction

Welcome to RSA. Thank you for choosing **Us** as **Your** insurer.

### About Your Insurance Policy

**Your** insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact**, and the **Schedule** which shows the sums insured, **Our Limits of Liability**, the premium **You** will pay, and any other terms which apply to **Your Policy**.

**You** should read the **Statement of Fact**, **Schedule** and the **Policy** wording together, to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy**, and are listed under "Definitions" at the end of the **Policy**.

**We** have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

### The Insurance Contract

This Insurance **Policy** is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** prior to the commencement of the **Policy**, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **We** will accept this as being a fair presentation of the risk.

**We** will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

This **Policy** has been issued by Royal & Sun Alliance Insurance plc.

## Customer Care Services

As part of **Our** commitment to customer care, **We** have provided additional services to help **You** when **You** need it most.

### Claims Helpline

**We** recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** - any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)**

**0345 300 4006**

(Please quote **Your Policy number**)

### Emergency Repairs

Should emergency repairs be needed to **Your Property**, **We** will put **You** in touch with a tradesman from **Our** carefully selected panel. **You** will have to pay the cost of any work done, but where the **Damage** is caused by an insured **Event**, **You** can of course submit the cost as part of **Your** claim. Whatever the nature of the emergency, **You** just need to make a single phone call.

### Catastrophe Claim

If **You** are faced with a major catastrophe, such as a serious fire or flood, **We** recognise that **You** will need expert assistance immediately. **We** will send a representative to help **You** in a major crisis, 24 hours a day, 365 days a year.

### Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

**01455 251500**

(Please quote reference number **70108**)

# Property Damage Insurance

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

#### Events

#### THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE

- 1 Fire, smoke, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
- 3 Storm or flood.
- 4 Escape of water from any tank, apparatus, pipe or appliance.
- 5 Impact by
  - A) any road vehicle including any fork lift truck or other industrial vehicle or
  - B) an aircraft or other aerial devices or articles dropped from them or
  - C) an animal.
- 6 Accidental escape of water from any automatic sprinkler installation.

### What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 3 **Damage** arising from stoppage of work.
- 4 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 5 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** caused solely by change in the **Water Table Level**.
- 3 **Damage** caused by frost, **Subsidence, Ground Heave** or **Landslip**.
- 4 **Damage** caused to fences, gates and moveable **Property** in the open.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 3 **Damage** in respect of any **Building** which is empty or not in use.
- 1 **Your Contribution** as shown in the **Schedule**.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** in respect of any **Building** which is empty or not in use.
- 3 **Damage** by heat caused by fire.



## What is covered

- 10 Falling trees or their branches.
- 11
  - A) Accidental breakage of fixed **Glass** and fixed sanitary ware
  - B) Accidental **Damage** to neon and illuminated signs and electric light fittings

forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
- 12 Any other accident.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage**
  - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
  - B) while the **Premises** are empty or not in use
  - C) existing prior to the commencement of this Insurance and not subsequently replaced.
- 3 Any amount in excess of £10,000 any one loss.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by any of the **Events** 1 – 11 or 13 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 3 **Damage** to any **Property** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
  - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**

but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** caused by
  - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests 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 connected steam and feed piping
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but not

  - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
  - ii) subsequent **Damage** which itself results from an insured **Event**.
- 5 **Damage** caused by pollution or contamination.
- 6 **Damage** caused by acts of fraud or dishonesty.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

## What is covered

## What is not covered

- 8 **Damage** to a building or structure caused by its own collapse or cracking.
- 9 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- 10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 11 **Damage** to **Property** other than **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit.
- 12 **Damage** to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit unless it is in the custody of **Your** director, principal, partner or **Employee**.
- 13 **Damage** to **Money** and securities of any description.
- 14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 15 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.



# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Extinguishment Expenses

The costs incurred by **You** in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured **Damage** to the **Property Insured**.

#### 2 Emergency Services

**Damage** to landscaped gardens and grounds caused by the emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance.

#### 3 Trace and Access and Repair or Replacement

**Damage** occurring as a result of escape of water or oil as insured by **Events** 4, 6 and 9 including

- A) the costs necessarily incurred in locating the source of such **Damage**
- B) the costs necessarily incurred in repairing and making good any **Damage** caused in locating the source of the **Damage** and
- C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

#### 4 Glazing Repairs

The costs of

- A) any necessary boarding up or temporary glazing in order to secure the **Premises** pending replacement of broken **Glass** if a replacement cannot be made at the same time
- B) removing and refixing of window fittings, framework and other obstacles to replacement
- C) repairing or replacing window frames
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another policy

incurred as a result of **Damage** by any of the insured **Events** 1 – 13 of this Insurance.

#### 5 Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another policy.
- B) The expenses incurred up to £1,000 in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees**.

### What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.
- 3 The failure of any plant to germinate or propagate following replacement under this extension.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.

- 1 Any amount in excess of £10,000 any one loss including **Damage** covered by **Event** 11.

- 1 **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy.

## What is covered

### 6 Repair Costs

Repair costs for which **You** are responsible in respect of **Damage** to

- A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes
- B) underground water, gas and drainpipes or electricity cabling extending from the **Buildings** to the public mains.

### 7 Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority.

### 8 Loss of Metered Water

The additional metered water charges incurred by **You** as a result of **Damage** caused by any of the **Events** insured.

The amount payable shall be ascertained by comparing the charge made by the water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting **Your** liability for metered water charges during such period.

### 9 Property at Other Locations

**Damage to Property Insured** (excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records**, vehicles licensed for road use, clothing and personal effects, artworks, stamp collections and articles of precious metal or jewellery) whilst temporarily removed from the **Premises** to any location and whilst in transit.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 Any amount in excess of £2,500 in any one **Period of Insurance**.
  - 3 **Damage** unless
    - A) the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**
    - B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.
- 
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 Any amount in excess of £10,000 any one loss.
  - 3 Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.
- 
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 Any amount in excess of the **Limit of Liability** shown in the **Schedule** for Contents temporarily removed but not exceeding £250,000 any one loss.
  - 3 **Damage** by theft from any unattended vehicle unless
    - A) the **Property** is concealed in a glove compartment or locked luggage compartment and
    - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
  - 4 Any **Property** that is insured on another policy.
  - 5 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule** for Contents temporarily removed.

## What is covered

### 10 Alterations and Additions – Buildings, Shop Front, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment

- A) i) Alterations or additions made to any **Buildings** or **Shop Front** insured

or

- ii) **Buildings, Shop Front, Tenant's Improvements** or **General Contents** acquired or constructed during the **Period of Insurance**

at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

- B) **Computer Equipment** or **Ancillary Equipment** acquired anywhere in the world and which is only away from the **Premises** on a temporary basis.

Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until the next renewal of the **Policy** at which date specific insurance should be effected.

The sum insured (and **Declared Value**) by each item shall be deemed to be increased for that period only by the value of the additional **Property** insured under the item but by not more than 10% and subject to **Our** liability not exceeding £500,000 in respect of additional **Property** at any one premises.

### 11 Index Linking

An adjustment in the sums insured (and **Declared Values** where appropriate) shown on the **Schedule**, excluding **Rent**, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

### 12 Additional Rental Cost of Computer Equipment or Ancillary Equipment

Following **Damage** to **Computer Equipment** and **Ancillary Equipment** the additional rental cost incurred by **You** which is necessary to replace any existing rental, lease or hire agreement in respect of the damaged **Property**.

### 13 Incompatibility of Computer Records

- A) the cost of modifying the **Computer Equipment**

or

- B) the cost of replacing **Computer Systems Records** and the cost of reinstating programmes or the information on them

whichever is the less following **Damage** which has resulted in undamaged **Computer Equipment** being incompatible with any replacement **Computer Equipment**.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** insured on another policy.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £7,500 any one loss.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000.

## What is covered

### 14 Accidental Discharge of Gas Systems

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the **Computer Equipment** and **Ancillary Equipment** following accidental discharge.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £5,000.
- 3 Any cost directly incurred as a result of the gas system being installed, commissioned or tested.

## THIS INSURANCE ALSO DOES NOT COVER

### 1 Marine Policies

**Damage to Property** which at the time of the **Damage** is insured or would but for the existence of this Insurance be insured by a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Insurance not been effected.

### 2 Sonic Bangs

**Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 War and Allied Risks

**Damage** caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 4 Pollution and Contamination

**Damage** caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage to the Property Insured** caused by

- A) pollution or contamination which itself results from any **Event** insured (other than **Event 12**)
- B) any **Event** insured (other than **Event 12**) which itself results from pollution or contamination.

### 5 Radioactive Contamination

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

## What is covered

## What is not covered

### 6 Terrorism

**Damage** caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

## What is covered

## What is not covered

### 7 Electronic Risk

**Damage** to the **Property Insured** arising directly or indirectly from

- A) the transmission or impact of any **Virus**
- B) unauthorised access to a **System**
- C) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
- D) **Failure of a System**
- E) any misinterpretation, use or misuse of **Data**

but **We** will not exclude **Damage to Property Insured** caused by **Events 1 – 12** unless

- 1 such **Damage** arises from
  - i) any malicious act
  - ii) any omission
  - iii) theft where the theft is achieved by electronic means
  - iv) any of the causes shown under 'What is not covered' for each of **Events 1 – 12** (whether or not insured).
- 2 in respect of **Damage to Data** by **Event 7** (Theft) the theft is achieved by electronic means alone and the physical media on which the **Data** is held is not also stolen.

## Property Damage Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance

1 at the **Premises**

or

2 in respect of **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** anywhere in the world whilst temporarily away from the **Premises**

We will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

## How We settle claims for Damage to Buildings, Shop Front, Tenant's Improvements, Computer Equipment, Ancillary Equipment and General Contents

(other than motor vehicles and directors', partners' and **Employees'** personal effects)

As long as the **Damage** is covered under this Insurance **We** will pay **You**.

### Cost A

The cost of reinstatement which is

1 In respect of **Buildings, Shop Front, Tenant's Improvements and General Contents**

- A) where the **Property** is destroyed the cost of rebuilding or in the case of **General Contents** the cost of replacement by similar **Property**
- B) the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new.

2 In respect of **Computer Equipment** and **Ancillary Equipment**

- A) where the **Property** is destroyed or suffers **Damage** which is beyond economic repair
  - i) the cost of replacement by new **Property** of equal performance and specification
  - ii) the cost of **Property** of the next highest available specification and performance if **Property** of equal performance and specification cannot be found
- B) where the **Property** suffers **Damage** the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.

### Cost B

The cost of complying with **Public Authorities** requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
- 2 within such further time as **We** may allow in writing

excluding

- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
- 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

### Cost C

The cost of removing debris which is the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** excluding any costs or expenses

- 1 incurred in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
- 2 arising from pollution or contamination of **Property** not insured by this Insurance.

### Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

### Cost E

The cost **You** incur in taking steps under exceptional circumstances to prevent **Damage** occurring or to mitigate **Damage** which is occurring provided that

- 1 the **Damage** avoided was not reasonably foreseeable and that **Damage** would have occurred had **You** not taken steps to prevent it
- 2 **We** are satisfied that the steps taken by **You** have avoided or mitigated **Damage**.

The most **We** will pay **You** in respect of such costs is £5,000.

### Cost F

The cost **You** necessarily incur to undertake temporary repairs upon or to expedite the repair, reinstatement or replacement of **Property** which has suffered **Damage** but the most **We** will pay **You** in respect of such costs is £5,000.

### Cost G

In respect of **Computer Equipment** and **Ancillary Equipment** the cost **You** necessarily incur to reinstate programmes and information onto fixed disks.

## Additional factors when settling these claims

### The work of reinstatement on another site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability.

### Partial Damage

Where **Damage** occurs to only part of the **Property Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

### Our rights against persons using Computer Equipment or Ancillary Equipment

**We** agree not to pursue any rights **We** may have against any person causing **Damage** whilst using **Computer Equipment** or **Ancillary Equipment** provided that the person

- 1 has **Your** authority to use the items
- 2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

### Alternative Basis of Settlement

**Our** liability shall be limited to the Alternative Basis of Settlement

- 1 until the cost of reinstatement has actually been incurred
- 2 if the work of reinstatement is not carried out as quickly as is reasonably practicable
- 3 if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
- 4 if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of

- complying with Public Authorities' requirements
- minimising **Damage** and temporary repairs
- removing debris
- professional fees
- reinstating programmes and information onto fixed disks

as defined in Costs B, C, D, E, F and G above and subject to the provisions and exceptions applying to those costs.

### Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the **Declared Value** applying to the relevant **Buildings, Shop Front, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment** item is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

Insurable Amount is

- 1 in respect of **Buildings, Shop Front, Tenant's Improvements and General Contents** the total of the above Costs A, B, C and D
- 2 in respect of **Computer Equipment** and **Ancillary Equipment** the total of the above Costs A, B, C, D and G

in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

However, if the loss is settled under the Alternative Basis of Settlement the **Declared Value** of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be

- 1 in respect of **Buildings, Shop Front, Tenant's Improvements and General Contents** the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C, D, E and F above
- 2 in respect of **Computer Equipment** and **Ancillary Equipment** the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C, D, E, F and G above.

## How We settle claims for Damage to Computer Systems Records

**We** will pay **You**

- 1 the value of the materials as stationery
- 2 the cost of clerical labour and computer time spent in reproducing such documents
- 3 the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding the value to **You** of the information
- 4 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
  - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
  - B) arising from pollution or contamination of **Property** not insured by this Insurance

### Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Computer Systems Records** is less than 85% of the Insurable Amount (see below) the amount otherwise payable shall be proportionately reduced.

The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.



## How We settle claims for other insured Property not specifically provided for

We will pay You

- 1 the value of the **Property** at the time of its destruction or the amount of the **Damage**
- 2 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
  - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
  - B) arising from pollution or contamination of **Property** not covered by this Insurance.

### Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for other insured **Property** not specifically provided for is less than 85% of the Insurable Amount (see below) the amount otherwise payable shall be proportionately reduced.

The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

### Workmen

We accept that this Insurance will not be prejudiced by the presence of workmen on the **Premises** for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

### When We reinstate or replace Property

We may at **Our** own option reinstate or replace any **Property** destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

### Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

### Transfer of interest

If at the time of any insured **Damage** to any **Buildings** covered by this Insurance **You** shall have contracted to sell **Your** interest in such **Buildings** and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such **Damage**. Such benefit shall be without prejudice to **Your** or **Our** rights and liabilities under this Insurance and up to the date of completion of the purchase provided the **Property** is not insured by the purchaser or on his behalf against such **Damage** on another policy.

### Automatic reinstatement after a loss

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage** the applicable sum insured (or other restriction on the amount of **Our** liability under this Insurance) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of **Damage** by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**.

## Requirements which You must comply with to prevent loss or Damage

### Computer Systems Records

It is a requirement of this Insurance that **You** shall ensure that

- 1 back-up information is taken and verified at least once every 24 hours and is
  - A) maintained at a location other than the **Premises** or
  - B) stored in a fireproof safe or fireproof cabinet on the **Premises** with a verified copy taken and stored at a location other than the **Premises** at least once every seven days
- 2 written and enforced **Data** protection, system security and virus protection procedures are in place for **Employees** with access to **Data**
- 3 at least one verified copy and up to date set of software programmes is maintained at a location other than the **Premises**.

**Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.**

### Fire Extinguishing Appliances

**You** shall maintain all fire extinguishing appliances in efficient working order.

### Security Precautions

It is a requirement of this Insurance that whenever the **Business Premises** are left unattended **You** ensure that

- A) all locks, bolts and other protective devices are in full and effective operation
- B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**
- C) all items of electronic office equipment designed for mobile or portable use with a replacement value over £5,000 are secured in locked cupboards, cabinets or security containers, the keys to which have been removed from the **Business Premises**.

Further, where **We** have specified in **Your Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is a requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**

- 1 **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.
- 2 **You** shall ensure the **Business Premises** are not left unattended
  - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
  - B) if police response to alarm calls has been withdrawn without **Our** written agreement.

- 3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.
  - 4 **You** shall not make any alteration to or substitution of
    - A) any part of the **Intruder Alarm System**
    - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**
    - C) the maintenance contract
 without **Our** written agreement.
  - 5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
  - 6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
  - 7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
  - 8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
  - 9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.
  - 10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification
    - A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
    - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
    - C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.
- B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors
  - C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction.
- 2 All external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** must be secured with either
    - A) any of the locking arrangements specified in 1 above according to the construction of the doors
 or
    - B) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.
  - 3 Where any of the doors described in 1 or 2 above are of double leaf construction
    - A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door
 and
    - B) the final closing leaf must be secured with either
      - i) any of the locking arrangements specified in 1 above according to the construction of the doors
 or
      - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
  - 4 All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the **Business Premises** is left unattended.

**Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.**

### Minimum Standards of Security

It is a requirement of this Insurance that the following security measures are in place at **Your Premises** unless otherwise stated in the **Schedule**.

- 1 The final exit door of the **Business Premises** must be secured with one of the following
  - A) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors

**Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.**

# All Risks Insurance

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE**

## What is covered

### Section 1

- 1 **Damage to Unspecified Equipment**

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any item with a value in excess of the Single Article Limit shown in the **Schedule**.
- 3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either
  - A) garaged in a building which is securely closed and locked
  - or
  - B) parked in a compound secured by locked gates.
- 4 **Damage** by theft from any unattended vehicle unless
  - A) the **Property** is concealed in a glove compartment or locked luggage compartment
  - and
  - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 5 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 6 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## THIS INSURANCE ALSO DOES NOT COVER

- 1 Any **Property** that is insured on another policy.
- 2 **Damage** caused by
  - A) delay, confiscation or detention by order of any Government or Public Authority
  - B) counterfeit, substitute or foreign coins.
- 3 **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
- 4 **Damage** as a result of any person obtaining any **Property** by deception.
- 5 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule**.
- 6 **Damage** caused by pollution or contamination.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 8 **Damage** commencing prior to the granting of cover under this Insurance.

## What is covered

## What is not covered

9 **Damage** caused by

- A) its own faulty or defective design or materials
- B) inherent vice, latent defect, wear and tear, depreciation, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

10 **Damage** caused by

- A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- B) change in temperature, colour, flavour, texture or finish
- C) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

11 **Damage to Money** and securities of any description.

12 **Sonic Bangs**

**Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

13 **War and Allied Risks**

**Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

14 **Radioactive Contamination**

**Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

15 **Terrorism**

**Damage** caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
  - 1) riot or civil commotion
  - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

## What is covered

## What is not covered

In **Great Britain** and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

### 16 Electronic Risk

- A) **Damage to Data** which shall include but shall not be limited to
  - i) **Damage** to or corruption of **Data** whether in whole or in part
  - ii) unauthorised appropriation of use of access to or modification of **Data**
  - iii) unauthorised transmission of **Data** to any third parties
  - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
  - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
  - i) the transmission or impact of any **Virus**
  - ii) unauthorised access to a **System**
  - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
  - iv) **Failure of a System**
  - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance provided that such **Damage** does not arise by reason of any malicious act or omission.

## All Risks Insurance – how We settle claims

If any of the **Property** described in the **Schedule** suffers **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable sum insured or **Limit of Liability** shown in the **Schedule**.

**We** will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

## Other considerations when settling any claims under this Insurance

### Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

### Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Specified Equipment** is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the value of reinstating the **Property** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

# Business Interruption Insurance

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

#### Events

#### THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE OPERATIVE EVENTS IN THE SCHEDULE.

- 1 Fire, smoke, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.
- 3 Storm or flood.
- 4 Escape of water from any tank, apparatus, pipe or appliance.
- 5 Impact by
  - A) any road vehicle including any fork lift truck or other industrial vehicle or
  - B) an aircraft or other aerial devices or articles dropped from them or
  - C) an animal.
- 6 Accidental escape of water from any automatic sprinkler installation.

### What is not covered

- 1 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 1 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 2 **Damage** arising from stoppage of work.
- 3 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 4 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 1 **Damage** caused solely by change in the **Water Table Level**.
- 2 **Damage** caused by frost, **Subsidence, Ground Heave or Landslip**.
- 3 **Damage** caused to fences, gates and moveable **Property** in the open.
- 1 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 2 **Damage** in respect of any **Building** which is empty or not in use.
- 1 **Damage** in respect of any **Building** which is empty or not in use.
- 2 **Damage** by heat caused by fire.





## What is covered

12 Any other accident.

## What is not covered

- 1 **Damage** by any of the **Events** 1 – 11 or 13 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 2 **Damage** to any **Property** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
  - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**

but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- 3 **Damage** caused by
  - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, 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 connected steam and feed piping
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates
  - E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but not

  - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
  - ii) subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** caused by pollution or contamination.
- 5 **Damage** caused by acts of fraud or dishonesty.
- 6 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 7 **Damage** to a building or structure caused by its own collapse or cracking.
- 8 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- 9 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 10 **Damage** to **Property** in transit other than **Computer Equipment, Ancillary Equipment** or **Computer Systems Records**.
- 11 **Damage** to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit unless it is in the custody of **Your** director, principal, partner or **Employee**.

## What is covered

## What is not covered

- 12 **Damage to Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.
- 13 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 14 **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
- 15 **Damage** to livestock, growing crops or trees.

# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Loss at Suppliers' Premises

**Damage** by any of the insured **Events** 1 – 12 to any suppliers' premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

#### 2 Loss at Storage Sites

**Damage** by any of the insured **Events** 1 – 12 to any premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not owned or occupied by **You** but which is used by **You** solely for storage purposes.

#### 3 Failure of Public Supply

Loss as a result of accidental failure of the public supply of

- A) electricity at the terminal ends of the supply authority's service feeders at the **Premises**
- B) gas at the supply authority's meters at the **Premises**
- C) water at the supply authority's main stop cock serving the **Premises**.

#### 4 Disease, Murder, Suicide, Vermin and Pests

Loss as a result of

- A) closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the **Premises**
- B) injury or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- C) closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate as a result of defects in the drains and other sanitary arrangements at the **Premises**
- D) murder or suicide occurring at the **Premises**
- E) vermin and pests at the **Premises**.

#### 5 Denial of Access and Loss of Attraction

**Damage to Property** in the vicinity of the **Premises** by any of the insured **Events** 1 – 12 which

- A) hinders or prevents the use of the **Premises** or access to them or
- B) causes a fall in the number of customers attracted to the vicinity of the **Premises** whether the **Property** used by **You** for the purpose of the **Business** shall be damaged or not.

### What is not covered

1 Any amount in excess of 10% of the **Gross Revenue** Sum Insured or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

1 Any amount in excess of 10% of the **Gross Revenue** Sum Insured or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

1 Loss incurred during the first 24 consecutive hours of the **Indemnity Period**.

2 Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.

3 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

1 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

1 Loss as a result of **Damage** which prevents or hinders the supply of electricity, gas, water or telecommunications services.

2 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

## What is covered

### 6 Telecommunications System

Loss as a result of accidental failure of the telecommunications system serving the **Premises** at the incoming telephone line terminals at the **Premises**.

### 7 Property at Other Locations and In Transit

**Damage** by any insured **Event** to **Property Insured** (excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records**, vehicles licensed for road use, clothing and personal effects, artworks, stamp collections and articles of precious metal or jewellery) whilst temporarily removed from the **Premises** to any location and whilst in transit.

### 8 Outstanding Debit Balances

**THIS EXTENSION ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE**

**Damage** by any insured **Event** at the **Premises** to **Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

### 9 In respect of Computer Equipment and Ancillary Equipment

The accidental failure of the electricity supply in the distribution wiring within the **Premises** in which the **Computer Equipment** or **Ancillary Equipment** is situated.

## What is not covered

- 1 Loss as a result of accidental failure of satellite or mobile phone services.
- 2 Loss incurred during the first 24 consecutive hours of the **Indemnity Period**.
- 3 Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
- 4 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
- 5 Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
- 6 Loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunications authority.
- 7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.
- 8 Loss as a result of use of equipment by **You** which is incorrectly installed or incompatible with the telecommunications system.
- 9 Loss as a result of the inability to access
  - A) extranets
  - or
  - B) applications and any services over the internet.

- 1 Loss as a result of **Damage** to the conveying vehicle or craft by impact.
- 2 Any amount in excess of £25,000 any one loss after the application of all other terms and conditions of this Insurance.

- 1 Any amount in excess of the **Limit of Liability** in any **Period of Insurance** shown in the **Schedule**.

- 1 Any failure which is caused by **Event 13**.
- 2 Any amount in excess of 10% of **the Gross Revenue** Sum Insured or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

## What is covered

### 10 Index Linking

An adjustment in the sum insured in respect of **Gross Revenue** shown on the **Schedule** will automatically be applied monthly in line with the relevant recognised index.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

## What is not covered

### THIS INSURANCE ALSO DOES NOT COVER

#### 1 Sonic Bangs

Loss as a result of **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 2 War and Allied Risks

Loss as a result of **Damage** caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### 3 Pollution and Contamination

Loss as a result of **Damage** caused by pollution or contamination but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by

- A) pollution or contamination which itself results from any **Event** insured (other than **Event 12**)
- B) any **Event** insured (other than **Event 12**) which itself results from pollution or contamination.

#### 4 Radioactive Contamination

Loss as a result of **Damage** caused by or happening through or causing loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.

#### 5 Satellite Telecommunications

- A) Loss arising from the failure of any satellite prior to it obtaining its full operating function or while in or beyond the final year of its design life.
- B) Atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

## What is covered

## What is not covered

### 6 Terrorism

Loss as a result of **Damage** caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- B) in Northern Ireland civil commotion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or

- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

### 7 Electronic Risk

Loss as a result of **Damage** to the **Property Insured** arising directly or indirectly from

- A) the transmission or impact of any **Virus**
- B) unauthorised access to a **System**
- C) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
- D) **Failure of a System**
- E) any misinterpretation, use or misuse of **Data**

but **We** will not exclude **Damage** to **Property Insured** caused by **Events 1 – 12** unless

## What is covered

## What is not covered

- 1 such **Damage** arises from
  - i) any malicious act
  - ii) any omission
  - iii) theft where the theft is achieved by electronic means
  - iv) any of the causes shown under 'What is not covered' for each of **Events** 1 – 12 (whether or not insured)
- 2 in respect of **Damage** to **Data** by **Event 7** (Theft) the theft is achieved by electronic means alone and the physical media on which the **Data** is held is not also stolen.

## Gross Revenue – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs

- 1 at the **Premises to Property Insured** by **You** for the purpose of the **Business**
- 2 anywhere in the world to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** whilst temporarily removed from the **Premises** by **You** for the purpose of the **Business**

and causes interruption of or interference with **Your Business** at the **Premises**.

**We** will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following

- 1 in respect of loss of **Gross Revenue**

the amount by which the **Gross Revenue** received during the **Indemnity Period** falls short of the **Standard Gross Revenue** as a result of the **Damage**
- 2 in respect of increase in cost of working
 

the additional expenditure reasonably incurred in avoiding or minimising the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of

  - A) the amount of the reduction in **Gross Revenue** thereby avoided plus
  - B) 5% of the **Gross Revenue** sum insured or £250,000 whichever is the less.

## Increased Cost of Working – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs

- 1 at the **Premises to Property Insured** by **You** for the purpose of the **Business**
- 2 anywhere in the world to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** whilst temporarily removed from the **Premises** by **You** for the purpose of the **Business**

and causes interruption of or interference with **Your Business** at the **Premises**.

**We** will pay **You** the expenditure reasonably incurred in minimising the interruption or interference with the **Business** during the **Indemnity Period**.

## Outstanding Debit Balances – how We settle claims

If Extension to Cover 8 is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises to Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

**We** will pay **You**

- 1 the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances
- 2 the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

## Other considerations when settling any claims under this Insurance

### Material Damage Requirement (not applicable to Event 13)

Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property**

or

payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

### Limit of Liability

**Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated **Limit of Liability**.

### Our rights against persons using Computer Equipment or Ancillary Equipment

**We** agree not to pursue any rights **We** may have against any person causing **Damage** whilst using **Computer Equipment** or **Ancillary Equipment** provided that the person

- 1 has **Your** authority to use the items
- 2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

### Alternative trading

If during the **Indemnity Period** work is carried out or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

### Savings

If any of the charges or expenses of the **Business** payable out of **Gross Revenue** cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

### Underinsurance

If the sum insured is less than 85% of the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount is the **Gross Revenue** which would have been earned in the twelve months immediately following the date of the **Damage** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Revenue** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds twelve months).

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.



### Professional Accountants' charges

**We** will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

### Payments on account

Payments on account may at **Our** discretion be made during the **Indemnity Period** if requested by **You**.

### Automatic reinstatement after a loss

In the absence of written notice by **You** or **Us** to the contrary the applicable sum insured (or other restriction on the amount of **Our** liability) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover. (Automatic Reinstatement will not be provided in respect of the cover for **Outstanding Debit Balances**).

## Requirements which You must comply with to minimise loss

### Computer Systems Records

It is a requirement of this Insurance that **You** shall ensure that

- 1 back-up information is taken and verified at least once every 24 hours and is
  - A) maintained at a location other than the **Premises** or
  - B) stored in a fireproof safe or fireproof cabinet on the **Premises** with a verified copy taken and stored at a location other than the **Premises** at least once every seven days
- 2 written and enforced **Data** protection, system security and virus protection procedures are in place for **Employees** with access to **Data**
- 3 at least one verified copy and up to date set of software programmes is maintained at a location other than the **Premises**.

**Failure to comply with any of these requirements may result in Us not paying Your Business Interruption claim.**

### Duplicate Records

It is a requirement of the insurance in respect of **Outstanding Debit Balances** that **You** shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**.

**Failure to comply with this requirement may result in Us not paying Your Business Interruption claim.**

# Claims Conditions

## 1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event, Damage, accident or Injury** including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- G) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter

**Failure to comply with any of these conditions may result in **Us** not paying **Your** claim.**

## 2 Our Control Of Claims

**We** will be entitled

- A) on the happening of any **Damage** to the property insured to enter, take and keep possession of the building where **Damage** has happened, to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose

- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

## 3 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other policy.

## 4 Arbitration

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

# Policy Conditions

## 1 Alteration of Risk

No cover shall be provided under this **Policy** if and to the extent that any **Damage** arises as a result of any material alteration to or of

- A) the **Business**
- B) the **Premises**
- C) **Property** within the **Premises** or
- D) the occupation of the **Premises** by **You** or **Your Employees**

during the **Period of Insurance** of this **Policy**.

## 2 Change of Status

This **Policy** shall be automatically terminated if and when

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- or
- B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death.

## 3 Cancelling the Policy

**You** may cancel this **Policy** by informing **Us** in writing, and cancellation will be effective from the date of receipt of **Your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to **Us**.

**We** may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation, **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

## 4 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

## 5 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 6 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law

which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

## 7 Observance of Terms

Failure to comply with any of the terms and conditions of the **Policy** where they are material or relevant to any loss may entitle **Us** to reduce or avoid **Your** claim.

## 8 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

For all purposes, including, but not limited to the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in the **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

## 9 Reasonable Precautions

**You** must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

If **You** discover any defect or danger, **You** must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

## 10 Economic, Financial or Trade Sanctions

**We** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any such **Prohibition** takes effect during the **Period of Insurance** **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to **You** or **Us** at the last known address.

If the whole or any part of the **Policy** is cancelled **We** shall if and to the extent that it does not breach any **Prohibition** give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

For the purposes of this condition **Prohibition** shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.

## Definitions – Words with special meanings

### Ancillary Equipment

Equipment which is solely for use with the **Computer Equipment** including fire extinguishing gas bottles and pipework, computer room partitioning, air conditioning, generating, voltage regulating, temperature or humidity recording, electronic access and heat or smoke detecting equipment owned by or leased, hired or rented to **You**.

### Artwork and Transparencies

Transparencies, film negatives, video tapes and artwork produced by the **Business** including graphics, illustrations, photographs or other non-textual material.

### Building(s)

Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including

- Tenant's Improvements
- the **Shop Front**
- landlord's fixtures and fittings in and on the **Buildings**
- outside buildings, extensions, annexes and gangways
- walls, gates and fences
- services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the **Buildings** to the perimeter of the **Premises** or to the public mains (including those underground).

### Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

### Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business** described in the **Schedule**.

### Computer Equipment

All Computer Equipment including interconnecting wiring, fixed disks and telecommunications equipment owned by or leased, hired or rented to **You** all used for the storage and communication of **Data**.

### Computer Systems Records

All current and backup computer records (excluding fixed disks and paper records of any kind) incorporating stored **Data**.

### Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

If cover is provided in respect of an **Event** under more than one item under the "What is covered" heading within an Insurance or under more than one Insurance section and if a **Contribution** as defined above applies under more than one such item or Insurance then only the **Contribution** which is the highest of those which would have applied separately will be deducted from the total claim payment.

### Damage

Accidental loss, destruction or damage.

### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

### Declared Value

The base value shown against the item in the **Schedule** which **You** consider to represent the cost of reinstating the **Property** at the level of costs applying at the start of the **Period of Insurance** without any provision for inflation.

### Deeds and Documents

All written or printed deeds, books and other documents of any nature, microfilm and microfiche but this shall not include **Computer Systems Records**, stamps, **Money** or other negotiable securities.

### Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

### Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

### Exhibition(s)

Includes demonstration, trade fair or show.

## Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your Business** activities.

## General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records, Money, Deeds and Documents** and **Artwork and Transparencies**
- patterns, models, moulds, plans and designs
- directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person
  - but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**
- **Glass**, sanitary ware, neon and illuminated signs and electric light fittings
- wines, spirits, tobacco and cigarettes held for entertainment purposes
- travel agents brochures, promotional materials and leaflets
- pictures, paintings, sculptures and other artworks including limited edition prints, stamp collections, articles of precious metal or jewellery not exceeding a value in total of £5,000.

## Glass

- Normal flat annealed glass including lettering on it.
- Toughened and laminated glass including lettering on it.
- Mirrors.
- Bent, tinted, stained or fired glass.
- Decoration or protective film or alarm foil on glass.

## Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

## Gross Revenue

The **Money** paid or payable to **You** for works done and for services rendered in course of the **Business** at the **Premises**.

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.

## Ground Heave

Upward or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

## Indemnity Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum Indemnity Period (as shown in the **Schedule**).

## Intruder Alarm System(s)

Includes all lines and equipment used to transmit the signals to and from the **Premises**.

## Keyholder

Any person or keyholding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

## Landslip

Downward movement of sloping ground.

## Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

## Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

## Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

## Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

## Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

## Outstanding Debit Balances

The total recorded under Duplicate Records (as detailed in 'Requirements which **You** must comply with to minimise loss') 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 **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**

and

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

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

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.

## Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

## Person Employed

- 1 **Employee**
  - 2 labour master and individuals supplied by him
  - 3 individual employed by labour only sub-contractors
  - 4 self-employed individual (not being in partnership with **You**)
  - 5 individual hired to or borrowed by **You**
  - 6 individual undertaking study or work experience while under **Your** supervision
- } while under **Your** direct control and supervision

## Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
  - A) any principal
  - B) any of **Your** directors or partners
  - C) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**

- D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

## Policy

The **Policy** wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

## Premises

The address as shown in the **Schedule**.

## Property

Material Property but shall not include **Data**.

## Property Insured

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li><b>Buildings</b></li> <li><b>Shop Front</b></li> <li><b>Tenant's Improvements</b></li> <li><b>General Contents</b></li> <li>Other <b>Property</b> (excluding <b>Computer Equipment, Ancillary Equipment and Computer Systems Records</b>)</li> </ul> | } | <p>at the <b>Premises</b> including within the open yards forming part of the <b>Premises</b> (subject to any specific exclusions)</p>   |
| <ul style="list-style-type: none"> <li><b>Computer Equipment</b></li> <li><b>Ancillary Equipment</b></li> <li><b>Computer Systems Records</b></li> </ul>  | } | <p>at the <b>Premises</b> including within the open yards forming part of the <b>Premises</b> and anywhere in the world whilst temporarily away from the <b>Premises</b> unless otherwise stated in the <b>Schedule</b> (subject to any specific exclusions)</p> |

all as defined in the **Policy** or more fully described in the **Schedule** and all being **Your Property** or for which **You** are responsible but excluding

- **Property** which is more specifically insured
- Unless specifically notified and accepted by **Us** as insured
  - 1) **Property** in transit
  - 2) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft
  - 3) land, piers, jetties, bridges, culverts and excavations
  - 4) livestock, growing crops and trees

- 5) **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
- 6) overhead transmission lines.

## Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

## Shop Front

The frontage of the **Building** including all fixed **Glass** and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

## Standard Gross Revenue

The **Gross Revenue** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Revenue** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds twelve months).

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.

## Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

## Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

## System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

## Tenant's Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible.

## Territorial Limits

The territories covered by this **Policy** as shown in the **Schedule**.

## Virus

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

## Water Table Level

The level below which the ground is completely saturated with water.

## We/Us/Our

Royal & Sun Alliance Insurance plc  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

## Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which **You** or **Your Employees** who are entrusted with **Money** are in the **Premises**.

## You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

# Complaints Procedure

## Our Commitment To Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

### Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** crt.halifax@uk.rsagroup.com

## Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

## If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** complaint.info@financial-ombudsman.org.uk  
**Website:** www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.



## How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

### Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

### Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

### Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

### Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;

- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

## What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - A) If you believe that the information we hold about you is inaccurate, or;
  - B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
 RSA  
 Bowling Mill  
 Dean Clough Industrial Park  
 Halifax  
 HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Information Commissioner's Office  
 Wycliffe House  
 Water Lane  
 Wilmslow  
 Cheshire  
 SK9 5AF

