



# PROPERTY INSURANCE

Policy wording





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## Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

# Customer Care

## 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.

Further details are contained in the Policy Summary provided with your Policy

## 24 hour Claims Helpline

**0345 300 4006**

(Please quote your Policy Number which can be found on your Schedule).

## 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 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
- Health and Safety issues
- Tax advice.

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**.

Please note that if Legal Expenses Insurance is insured under your Policy the same telephone number applies in respect of Insured Incident 1 – Employment which requires the Policyholder to have sought and followed advice from our Legal Consultants using this number before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy). Please refer to page 54 of the Legal Expenses Insurance section of this Policy for more information.

## Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

RSA will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance as shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

This Policy may be cancelled:

- A) by us giving 30 days notice in writing to you at your last known address.
- B) by you giving 30 days notice in writing to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

For and on behalf of Royal & Sun Alliance Insurance plc.



Steve Lewis  
Chief Executive, UK & Western Europe

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

# Policy Conditions

Applicable to the whole Policy unless otherwise stated:

## 1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

## 2 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by Riot and malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at your own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Money Insurance – Section 2 Personal Injury (Robbery)
  - i) provide all medical certificates, reports, information and evidence required by the Company to substantiate that claim. Refer to the Evidence Required Condition in the Money Insurance – Section 2 Personal Injury (Robbery) section for full details.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

## 3 Alterations

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or

- B) the Policyholder's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 3C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

## 4 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company.

## 5 Cancellation

This Policy may be cancelled:

- A) by the Company giving 30 days notice in writing to the Policyholder at the last known address, or
- B) by the policyholder giving 30 days notice in writing to the Company at the address shown in the Schedule provided that a Long Term Agreement (as detailed in the Schedule) is not applicable to the Policy.

The Policyholder will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

## 6 Contribution

### A) Applicable to Property Damage, Business Interruption, Insurances only:

If at the time of any claim, there is any other insurance covering the Policyholder's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance provision.

In respect of Property Damage Insurance only:

- i) If any such other insurance is subject to any Underinsurance provision, this Policy, if not already subject to any Underinsurance provision shall be subject to the Provision in like manner.
- ii) If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.



## 7 Economic, Financial or Trade Sanctions

The Company 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 the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economical 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.

## 8 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws.

Unless the parties agree otherwise in writing, the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based, or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based.

## 9 Non Payment – Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule.

## 10 Reasonable Precautions

### A) Applicable to the whole Policy other than Money Insurance – Section 2 Personal Injury (Robbery)

The Policyholder at their own expense shall:

take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition,

### B) Applicable to Money Insurance – Section 2 Personal Injury (Robbery)

The Policyholder and each Insured Person must take all reasonable steps to prevent injury.

## 11 Rights of Recovery

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

## 12 The Company's Liability

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Policyholder in the Schedule, shall constitute one Policyholder, or one party or legal entity, so that there will be only two parties to the contract of insurance between the Policyholder and the Company.

## 13 Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

# Policy Exclusions

**(Exclusions not applicable to the whole Policy are shown in the individual Insurance section.)**

The Company shall not be liable for:

## **1 Radioactive Contamination**

Damage and any loss or expense or liability resulting or arising of whatsoever nature 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 thereof.

## **2 War and Allied Risks**

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

# Policy Definitions

**The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section.**

## Business

The Business Description of the Policyholder as stated in the Schedule.

## Business Premises

That part of the Premises occupied by the Policyholder for the purpose of the Business described in the Schedule.

## Company

Royal & Sun Alliance Insurance plc.

## Covers

The active efficient causes of Damage including excluded causes.

## Damage

Accidental loss destruction or damage.

## Damaged

Accidentally lost destroyed or damaged.

## Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software, programs and firmware.

## Event

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

## Failure of a System

The complete failure or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired, as specified or as required in the circumstances of the Policyholder's business activities.

## Interest

Where loss, damage or injury would cause financial loss to the Policyholder.

## Intruder Alarm

Intruder alarm including all lines and equipment used to transmit the signals to and from the Premises.

## Limit of Indemnity

The amount stated in the Policy and/or Schedule as being the total amount payable by the Company in respect of any one Event.

## Microchip

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

## Period of Insurance

The period of time that the Policy is in force as shown in the Schedule.

## Policy

The terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates.

## Policyholder

The legal entity insured by the Policy.

## Policyholder's Contribution

The first monetary amount of any claim borne by the Policyholder at each separate Premises as ascertained after the application of all other terms and conditions as described in the relevant Insurance section.

## Premises

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

## Premium

The monetary amount paid or payable by the Policyholder for coverage under the Policy.

## Property

The material assets owned by the Policyholder or those material assets for which they are legally responsible.

## Schedule

The statement of details specific to the Policyholder forming part of the Policy.

## 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.

## Virus

Programming code or series of instructions designed to achieve an unexpected, unauthorised, undesirable effect or operation when loaded onto a System, transmitted from one System to another by transfer between computer systems via networks, extranets, internets or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self-replication or not.

## Working Hours

The period during which the Premises are actually occupied for the purposes of the Business.

# Property Damage Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder the amount of loss or at its option reinstate, repair or replace such Property,

provided that:

the Company's 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.

## Covers

The following are the Covers insured unless stated as Covers not insured in the Schedule.

- 1 **A) Fire** (including smoke) excluding Damage:
  - i) by explosion resulting from fire,
  - ii) to Property caused by its undergoing any process involving the application of heat.
- B) **Explosion** excluding Damage caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only, but this shall not exclude:
 

Damage caused by explosion of any boiler or gas used for domestic purposes only.
- C) **Lightning**.
- D) **Aircraft** or other aerial devices or articles dropped therefrom.
- 2 **Earthquake** excluding Damage caused by fire.
- 3 **Riot and malicious persons**, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances excluding Damage:
  - A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority,
  - B) arising from cessation of work,
  - C) i) in the course of theft or attempted theft,
  - ii) 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.
- 4 **Storm or flood** excluding Damage:
  - A) attributable solely to change in the water table level,
  - B) caused by frost, subsidence, ground heave or landslip,
  - C) to fences, gates and moveable property in the open.
- 5 **Escape of water** or oil from any tank, apparatus or pipe excluding Damage:
  - A) by water discharged or leaking from an automatic sprinkler installation,
  - B) in respect of any Building which is empty or not in use.
- 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.
- 7 **Sprinkler Leakage**

The accidental escape of water from any automatic sprinkler installation excluding Damage:

  - A) by freezing in any Building which is empty or not in use,
  - B) by heat caused by fire.
- 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage:
  - A) which does not involve
    - i) entry to or exit from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means
 or
    - ii) actual or threatened assault or violence.
  - B) to any part of the Building not occupied by the Policyholder for the purpose of the Business,
  - C) to property in the open or from any outbuilding,
  - D) to property in transit,
  - E) to Money and securities of any description.
- 9 **Subsidence**, ground heave or landslip excluding Damage:
  - A) arising from the settlement or movement of made-up ground or by coastal or river erosion,
  - B) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises,
  - C) arising from normal settlement or bedding down of new structures,
  - D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also affected,
  - E) commencing prior to the granting of cover under this Policy.
- 10 **Any other accident** excluding Damage:
  - A) by any of:
    - i) the Covers,
    - ii) the causes expressly excluded from the Covers specified in Covers 1–9 (whether or not insured).
  - B) to any Property caused by:
    - i) its own faulty or defective design or materials,
    - ii) inherent vice, latent defect, gradual deterioration, wear and tear,

- iii) faulty or defective workmanship, operational error or omission on the part of the Policyholder or any of their Employees,

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

C) caused by:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects,
- ii) change in temperature, colour, flavour, texture or finish,
- iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any connected range of steam and feed piping,
- iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates,
- v) caused by or consisting of the freezing, solidification or inadvertent escape of molten metal,

but this shall not exclude:

- i) such Damage which itself results from other Damage and is not otherwise excluded,
- ii) subsequent Damage which itself results from a cause not otherwise excluded.

D) caused by:

- i) acts of fraud or dishonesty,
- ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

E) to:

- i) a Building caused by its own collapse or cracking,
- ii) moveable Property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust,
- iii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

F) to:

- i) Property in transit,
- ii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft,
- iii) land, piers, jetties, bridges, culverts and excavations,
- iv) livestock, growing crops and trees,
- v) 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,
- vi) overhead transmission lines.

## 11 Glass

Damage resulting from Accidental Breakage of Glass if Buildings not insured by the Policyholder.

## 12 Specified Items: 'All Risks'

### A) Damage by any cause excluding Damage caused by:

- i) wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause,
- ii) alterations, maintenance, repairs or any process of cleaning or restoring,
- iii) delay, confiscation or detention by order of any Government or Public Authority,
- iv) counterfeit, substitute or foreign coins,
- v) mechanical or electrical breakdown or derangement.

### B) Damage excluding:

- i) breakage of electrical valves, bulbs or tubes unless forming part of the Property and fixed therein and happening as the result of Damage to such Property,
- ii) the contents of machines unless such contents are shown in the Schedule,
- iii) depreciation, contamination or any other loss that arises directly or indirectly other than Damage to the Property insured itself,
- iv) Damage consequent upon any person obtaining any Property by deception.

## The Insurance Provided

### In respect of Buildings and General Contents

(other than motor vehicles or directors', partners' and employees' personal effects).

The Company will pay:

- A 1)** the cost of reinstatement being where the Property is:
- i) destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing),
  - ii) Damaged 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.

or

- A 2)** the Alternative Basis of Settlement being the value of the Property at the time of its destruction.

The Alternative Basis of Settlement will apply:

- i) until the cost of reinstatement has actually been incurred,
- ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable,
- iii) if at the time of its Damage the Property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A1,
- iv) if in the Schedule it is stated that the Alternative Basis of Settlement applies.

**in addition in respect of A1 or A2 the cost of:**

- B complying with Public Authorities' requirements**, being such additional cost of reinstatement of the Property as may be incurred with the Company's consent in complying with European Union legislation or Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow and may be carried out upon another site (should the stipulations require).

The Company shall not be liable for requirements relating to: 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 legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, subject to a Limit of Liability of 15% of the total amount the Company would have been liable for had the building been totally destroyed. Provided that the Company will not be liable for such additional cost in respect of other Buildings Contents which have not sustained Damage,

- C removing debris** being the cost incurred with the Company's consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses:

- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site,
- ii) arising from pollution or contamination of property not insured by this Policy.

- D professional fees** being those necessarily incurred in the reinstatement of the Property but not for preparing any claims.

### Underinsurance in respect of Buildings and Contents

If at the time of the Damage the Declared Value by the relative item on Buildings or General Contents, or the Sum Insured by the relative item on other property or interests, is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

#### In respect of A1

Declared Value shall mean the base value shown in brackets below the Sum Insured excluding any provision for inflation.

Insurable Amount shall be Day One Reinstatement Value.

Day One reinstatement shall mean the total of the insured costs A1, B, C and D 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.

#### In respect of A2

Declared Value shall be 115% of the base value or if no base value is shown it shall be deemed to be the Sum Insured.

Insurable Amount shall mean the total of the value at the time of the Damage of the Property insured by the item and the additional costs B, C and D.

### In respect of documents, manuscripts and business books the Company will pay:

- 1 the value of the materials as stationery,
- 2 the clerical labour expended in reproducing or writing up such documents,
- 3 the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded,

but excluding the value to the Policyholder of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents.

### In respect of stock and other insured Property not specifically provided for the Company will pay:

the value of the Property at the time of its destruction or the amount of the Damage including the cost of removing debris as defined in cost C.

The undernoted provisions apply:

#### 1 Contract Price

In respect only of goods sold but not delivered, for which the Policyholder is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage the Company's liability shall be based on the contract price.

#### 2 Underinsurance in respect of Stock

If at the time of Damage the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the Contract Price of or the value at the time of Damage to all other Property.

### In respect of Rent of Buildings which suffer Damage the Company will pay:

- 1 if the loss relates to rent receivable by the Policyholder:
  - A) the amount by which the **rent receivable** by the Policyholder during the period stated in the Schedule shall in consequence of the Damage fall short of the rent which would have been received during the period had the Damage not occurred,
  - B) the additional expenditure necessarily and reasonably incurred, for the sole purpose of avoiding or diminishing the shortfall in rent, which but for that expenditure would have taken place during the period stated in the Schedule in consequence of the Damage but not exceeding the total of:
    - the amount of the loss of rent thereby avoided
 plus
    - 5% of the Sum Insured by the item (but not more than £250,000),

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the Damage.

In arriving at the amount of rent receivable such adjustments shall be made, if necessary, to provide for any trends, variations or other relevant circumstances occurring either before or after the Damage; so that the figures thus adjusted shall represent as nearly as reasonably practicable the rent which but for the Damage would have been obtained during the relative period after the Damage.

If following Damage the amount of rent receivable is maintained by the provision of alternative accommodation by the Policyholder such rent shall be taken into account in calculating the amount payable.

- 2 if the loss relates to **rent payable** by the Policyholder:
 

the amount of rent which continues to be payable by the Policyholder in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage for a period not exceeding the number of months stated in the item description in the Schedule.

#### Underinsurance in respect of Rent

If at the time of Damage the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the annual rent receivable (or in the case of 2 the annual rent payable) at the commencement of the Period of Insurance, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months.

## Conditions

### 1 Statutory Regulation

Any pressure vessel or other machinery or apparatus belonging to or under the control of the Policyholder which requires inspection or test under any statute or order or regulation shall be so inspected or tested and the Policyholder shall implement any actions thereby required.

## Extensions

This Insurance section extends to include Damage and the amount of loss resulting from interruption or interference to the Policyholder's Business caused by the Damage in respect of the following additional Property, Premises and costs.

The Company's liability in respect of each and every extension shall not exceed the corresponding limit shown in the Schedule or as stated below.

### 1 Additional Metered Utility Charges

Any additional metered utility charges that are incurred by the Policyholder, solely as a result of Damage insured by this Policy, except for those in respect of any loss which has not been discovered and remedial action has been taken within 30 days of the Damage occurring.

The amount payable by the Company shall be determined by comparing charges made by the suppliers on the Policyholder's account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting the Policyholder's liability for metered charges during such period). The Limit of Liability being £25,000.

### 2 Automatic Reinstatement after a Loss

In the absence of written notice by the Policyholder or the Company to the contrary, within 30 days of the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover.

### 3 Branded Goods

In the event of Damage to branded or labelled goods or merchandise, any salvage will not be disposed of by sale, without the consent of the Policyholder. If such salvage is not disposed of by sale then the Damage shall be assessed at the value agreed between the Policyholder and the Company and be taken into consideration in the settlement of the claim.

### 4 Buildings and General Contents – Alterations and Additions

If, during the Period of Insurance, alterations or additions are made to any Buildings insured or Buildings or General Contents are acquired or constructed, at any Premises, covered by this insurance, or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and such additional Property is not otherwise insured, it will be held covered under the relative items of this Policy, from the time the Policyholder became responsible for it until the next renewal of the Policy, when specific insurance shall 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 no more than 10% and subject to the Company's liability not exceeding £1,000,000 in respect of additional Property at any one Premises.

### 5 Claims Preparation Costs

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by the Policyholder with the prior consent of the Company, in producing and certifying any particulars or details required by the Company in respect of a claim, in accordance with Policy Condition 2, admitted under this Policy.

These costs shall not include the costs of negotiation with the Company or its representatives.



The Company shall not be liable for more than the percentage amount in respect of any one settlement stated below or the Limit of Liability, whichever is the lower amount.

Total Loss Settlement	Percentage of Loss Settlement
Amounts up to £100,000	2%
Amounts between £100,000 and £2,000,000	1.5%
Amounts above £2,000,000	1.0%

The Limit of Liability being £25,000 in total in respect of any one loss in respect of Property Damage Insurance and Business Interruption (if insured).

**6 Clearance of Drains**

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the Policyholder is responsible in consequence of Damage to the Property. The Limit of Liability being £25,000.

**7 Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses**

Any reasonable costs incurred by the Policyholder:

- A) in refilling fire extinguishing appliances and replacing used sprinkler heads,
- B) in recharging gas flooding systems installed for the protection of the Property insured,
- C) in resetting fire and Intruder Alarms,
- D) of fire brigade charges,

all solely in consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof. The Limit of Liability being £25,000.

**8 Glass Cover Extension**

Any cover granted under this insurance in respect of Damage to fixed glass includes the reasonable costs of

- A) any necessary boarding up or temporary glazing pending replacement of broken glass
- B) removing and refixing window fittings and other obstacles to replacement

**9 Inadvertent Errors and Omissions**

The Policyholder, having notified the Company of their intention to insure all Property within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, in which they are interested and it being their belief that all such Property is insured, if subsequently any such Property shall be found to have been inadvertently omitted or there has been an accidental or inadvertent error by the Policyholder within the Sums Insured declared, the Company will deem such Property to be insured appropriately within the terms of this Policy, provided that the Policyholder shall notify the Company as soon as any inadvertent error or omission comes to their knowledge in order to effect the appropriate additional insurance retrospective to the date during the Period of Insurance when insurance for the property became necessary or the incorrect sum insured was declared and to pay the appropriate additional premium. The Limit of Liability being £500,000.

**10 Involuntary Betterment**

The costs described below in the event that Property insured suffers Damage to the extent that it cannot be economically repaired and replacement property of like kind and quality is not obtainable:

- A) New Property that is as similar as possible to that suffering Damage and that is capable of performing the same function shall be deemed to be new Property of like kind and quality and in no event shall this be considered as a betterment to the Policyholder.
- B) The Company will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that the Company shall:

- 1) be liable only for the amount sufficient to enable the Policyholder to resume operations in substantially the same manner as before the Damage,
- 2) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment. The Limit of Liability being £50,000.

**11 Landscaped Grounds**

The reasonable costs incurred by the Policyholder in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established. The Limit of Liability being £25,000.

**12 Loss Reduction Expenses and Temporary Repairs**

The costs and expenses reasonably incurred by the Policyholder in:

- A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy,
- B) reducing losses as a result of Damage insured under this Policy,
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

- i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred,
- ii) the costs and expenses incurred did avoid or mitigate the Damage,
- iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The Limit of Liability being £25,000.



**13 Mitigation of Environmental Impact**

Any reasonable costs incurred by the Policyholder, if in consequence of Damage, the Policyholder elects (with the prior agreement of the Company) to reinstate Buildings and/or General Contents in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this Policy extends to include the reasonable additional costs incurred by the Policyholder for such purposes and this shall not be considered as betterment to the Policyholder.

Provided that:

- A) such reasonable additional costs shall include but not be limited to costs incurred in:
  - i) using sustainable construction materials,
  - ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies.
- B) this Extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of contents that has not sustained Damage,
- C) such costs shall exclude those associated with removing debris,
- D) the Company shall not be liable for:
  - i) such additional costs for work already planned by the Policyholder prior to the Damage,
  - ii) more than the Limit of Liability. The Limit of Liability being £50,000 or 5% of the total loss, whichever is the lesser amount.

**14 Mortgagees and Lessors**

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without knowledge or authority and the Company is notified immediately they become aware of such increase in risk and pay an additional premium if required.

**15 Motor Vehicles**

Stationary motor vehicles licensed for road use owned or leased by the Policyholder whilst situated at the Premises, but only to the extent that they are not otherwise insured. The Limit of Liability being £50,000.

**16 Non-Invalidation**

The insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Policyholder, provided that immediately they become aware thereof they shall give notice to the Company and pay an additional premium if required

**17 Other Interests**

It is agreed that the various parties may have a legal interest in part of the Property insured by this Policy and the Policyholder undertakes to declare the names, nature and extent of any interest of any such parties at the time of Damage.

**18 Property at Other Locations**

Property insured whilst removed from the Premises as indicated below except that:

- A) this extension applies only in so far as the Property is not otherwise insured,
- B) this extension applies only to Damage occurring within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- C) the Company's liability for any one loss shall not exceed the Limit of Liability stated below:
 

Limit of Liability for any one loss:

  - i) Documents, manuscripts and business books at any location and whilst in transit – the limit stated in the General Contents definition
  - ii) Stock (excluding goods held in trust) at any location used by the Policyholder for storage – 10% of the relative Sum Insured but in no case exceeding £250,000.
  - iii) Other Property (excluding vehicles licensed for road use) at any location to which the Property has been temporarily removed for cleaning, renovation, repair or other similar purposes – 10% of the relative Sum Insured but in no case exceeding £250,000.

**19 Property Temporarily Removed**

Any Premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man not occupied by the Policyholder but used by the Policyholder:

- A) to store records,
- or
- B) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles) whilst temporarily removed from the Premises and in transit by road, rail, air or inland waterway to and from the Premises all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. The Limit of Liability being £250,000.

**20 Reinstatement**

The work of reinstatement may be carried out at another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability.

The Company may reinstate or replace any Property Damaged without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the Policyholder. The Policyholder shall, at their expense, provide the Company with all such plans, documents, books and information as the Company may reasonably require.

**21 Sprinkler Upgrading Costs**

The additional costs incurred by the Policyholder in upgrading any existing automatic sprinkler installation to conform to the current Loss Prevention Council (LPC) rules solely as imposed upon the Policyholder by the Company following insured Damage.

Provided that at the time of Damage the sprinkler installation conformed to the LPC rules current at the time of installation but did not conform to subsequent amendments to those rules. The Limit of Liability being £100,000.

## 22 Theft cover Extension

Any cover granted under this insurance in respect of Theft includes:

- A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured by this Policy) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured,
- B) the reasonable expenses (not exceeding £5,000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors partners or employees of the Policyholder.

## 23 Trace and Access

The costs necessarily and reasonably incurred by the Policyholder, in the event of Damage, resulting from escape of water or oil as covered by the Policy in locating the cause of such Damage and subsequently making good. The Limit of Liability being £25,000.

## 24 Transfer of Interest

If at the time of any insured Damage to any building insured, the Policyholder shall have contracted to sell their interest in the building and the purchase is subsequently completed, and the purchaser shall be entitled on completion of the purchase, to the benefit of this insurance in respect of such Damage, if and so far as the the property is not otherwise insured by the purchaser, or on the purchaser's behalf, against such Damage without prejudice to the rights and liabilities of the Policyholder or the Company under this insurance up to the date of completion.

## 25 Unauthorised Use of Water, Gas, Electricity and Oil

The costs of metered water, gas, electricity and oil for which the Policyholder is legally responsible arising from its unauthorised use by persons taking possession of or occupying the Premises without the consent of the Policyholder. The Limit of Liability being £25,000.

## 26 Undamaged Stock

The insurance in respect of Stock extends to include undamaged Stock that deteriorates, is condemned or otherwise becomes unusable resulting solely from Damage as insured to other Property insured. The Limit of Liability being £25,000.

## 27 Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the Policy.

## Exclusions

Exclusions applicable to Property Damage and Business Interruption Insurances

This Policy does not cover:

### 1 Intruder Alarm

Damage by Cover 8 Theft at any Premises where:

- A) the Policyholder has knowingly and wilfully failed to maintain the Intruder Alarm protection,
- or
- B) all of the following apply
  - i) An Intruder Alarm is a requirement of cover and is shown in the Schedule
  - ii) The Premises are unattended

- iii) The maintenance and efficacy of the Intruder Alarm are the Policyholder's responsibility
- iv) The failure of the Intruder Alarm is a major contributor to Damage
- v) The Company has not been informed of the absence of alarm protection.

### 2 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 the Policyholder's 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 any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission.

### 3 Marine

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any 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.

### 4 Policyholder's Contribution

The Policyholder's Contribution, as specified in the Schedule, being the first part of each and every loss to be borne by the Policyholder, at each separate Premises, as ascertained after the application of all other terms and conditions of this Policy including the Underinsurance provision.

Damage caused by Covers 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this Policy any such period may not end later than the termination of the Period of Insurance, such period shall be deemed to have commenced on the first happening of such Damage.

### 5 Pollution and Contamination

Damage to any property and any loss or expense or liability resulting or arising there from 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 Cover insured (other than Cover 10),
- B) any Cover insured (other than Cover 10) which itself results from pollution or contamination.

## 6 Property Excluded

Damage to Property which is more specifically insured, Property in transit, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges, culverts and excavations, livestock, growing crops and trees, 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 or overhead transmission lines.

## 7 Sprinkler Protections

Damage by Cover 1A) Fire at any Premises where sprinkler protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the system,  
or
- B) All of the following apply:
  - i) The maintenance and efficacy of the system are the Policyholder's responsibility.
  - ii) The failure of the sprinkler protection is a major contributor to Damage.
  - iii) The Company has not been informed of the absence of sprinkler protection.

## 8 Terrorism

Damage occasioned 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 Policy 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 the insurance by this Policy 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:

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

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## Definitions

### Property Damage Definitions

#### Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Policyholder's books.

#### Property Insured

Buildings, General Contents, Stock, other property or interests all as defined below at the Premises as described in the Schedule and all being the property of the Policyholder or for which they are responsible.

#### Buildings

Landlord's fixtures and fittings in and on the buildings, small outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, wind turbines attached to the buildings, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

#### General Contents

Machinery, plant, fixtures, fittings and other trade equipment,

all office equipment and other contents,

patterns, models, moulds, plans and designs, documents, manuscripts and business books (excluding computer systems records) for an amount not exceeding £25,000 in respect of any one loss,

tenants' improvements,

alterations and decorations,

in so far as they are not otherwise insured, directors', partners' and employees' personal effects including clothing, pedal cycles, tools and instruments for an amount not exceeding £2,500 per person,

Money and securities of any description for an amount not exceeding £1,000 in total and subject to any specific exclusions in this insurance,

wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of Damage by Theft (if insured),

to the extent that they are not otherwise insured motor vehicles, motor chassis and their contents.

#### Money

Cash, bank notes, currency notes, cheques, bankers drafts, postal orders, money orders, current postage stamps and revenue stamps, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit cards.

#### Stock

Stock and materials in trade, work in progress and finished goods.

#### Glass

Normal flat annealed glass including toughened and laminated glass unless otherwise shown in the Schedule.

# Business Interruption Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

If Damage by any of the Covers insured occurs at the Premises, to property used by the Policyholder for the purpose of the Business and causes interruption of, or interference with the Policyholder's Business at the Premises:

the Company will pay to the Policyholder the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance, provided that:

- A) payment has been made or liability admitted for the Damage under an insurance covering the interest of the Policyholder in the property,  
  
or  
  
payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount,
- B) the Company's 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.

## Covers

The following are the Covers insured unless stated as Covers not insured in the Schedule.

- 1 A) **Fire** (including smoke) excluding Damage:
  - i) by explosion resulting from fire,
  - ii) to Property caused by its undergoing any process involving the application of heat.
- B) **Explosion** excluding Damage  
caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only but this shall not exclude explosion of
  - i) any boiler used for domestic purposes only or of any other boiler or economiser on the Premises
  - ii) gas used for domestic purposes only
- C) **Lightning**
- D) **Aircraft** or other aerial devices or articles dropped therefrom.
- 2 **Earthquake** excluding Damage caused by fire.
- 3 **Riot and malicious persons**, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances excluding Damage:
  - A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority,
  - B) arising from cessation of work,

- C) i) in the course of theft or attempted theft,  
ii) 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.

### 4 **Storm or flood** excluding Damage:

- A) attributable solely to change in the water table level,
- B) caused by frost, subsidence, ground heave or landslip,
- C) to fences, gates and moveable property in the open.

### 5 **Escape of water** or oil from any tank, apparatus or pipe excluding Damage:

- A) by water discharged or leaking from an automatic sprinkler installation,
- B) in respect of any Building which is empty or not in use.

### 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.

### 7 **Sprinkler Leakage**

The accidental escape of water from any automatic sprinkler installation excluding Damage:

- A) by freezing in any Building which is empty or not in use,
- B) by heat caused by fire.

### 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage:

- A) which does not involve
  - i) entry to or exit from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means
- or
- ii) actual or threatened assault or violence.

- B) to any part of the Building not occupied by the Policyholder for the purpose of the Business,

- C) to property in the open or from any outbuilding,

- D) to property in transit,

- E) to Money and securities of any description.

### 9 **Subsidence**, ground heave or landslip excluding Damage:

- A) arising from the settlement or movement of made-up ground or by coastal or river erosion,

- B) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises,

- C) arising from normal settlement or bedding down of new structures,

- D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also affected,

- E) commencing prior to the granting of cover under this Policy.

**10 Any other accident** excluding Damage:

- A) by any of:
- i) the Covers,
  - ii) the causes expressly excluded from the Covers specified in Covers 1–9 (whether or not insured).
- B) to any Property caused by:
- i) its own faulty or defective design or materials,
  - ii) inherent vice, latent defect, gradual deterioration, wear and tear,
  - iii) faulty or defective workmanship, operational error or omission on the part of the Policyholder or any of their Employees,

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

- C) caused by:
- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects,
  - ii) change in temperature, colour, flavour, texture or finish,
  - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any connected range of steam and feed piping,
  - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates,
  - v) caused by or consisting of the freezing, solidification or inadvertent escape of molten metal,

but this shall not exclude:

- i) such Damage which itself results from other Damage and is not otherwise excluded,
- ii) subsequent Damage which itself results from a cause not otherwise excluded.

- D) caused by:
- i) acts of fraud or dishonesty,
  - ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information,
  - iii) erasure or distortion of information on computer systems or other records:
    - whilst mounted in or on any machine or data, processing apparatus or
    - due to the presence of magnetic flux
- unless caused by Damage to the machine or apparatus in which the records are mounted.

- E) to:
- i) a Building caused by its own collapse or cracking,
  - ii) moveable Property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust,
  - iii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- F) to:
- i) Property in transit,
  - ii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft,
  - iii) land, piers, jetties, bridges, culverts and excavations,
  - iv) livestock, growing crops and trees,
  - v) 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,
  - vi) overhead transmission lines.

## The Insurance Provided

### Item on Gross Profit

(unless shown as Not Insured in the Schedule)

Subject to the special provisions below the Company will pay as indemnity:

#### 1 In respect of **Reduction in Turnover**

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover in consequence of the Damage.

#### 2 In respect of **Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of:

- the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

plus

- 5% of the Sum Insured by the item (but not more than £250,000).

### Item on Gross Revenue

(unless shown as Not Insured in the Schedule)

Subject to the special provisions below the Company will pay as indemnity:

#### 1 In respect of **Loss of Gross Revenue**

the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage.

**2 In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of:

- the amount of the reduction in Gross Revenue thereby avoided

plus

- 5% of the Sum Insured by the item (but not more than £250,000).

**Special Provisions**

**1 Alternative Trading**

If during the Indemnity Period goods are sold or services rendered other than at the Premises, for the benefit of the Business, either by the Policyholder or by others on the Policyholder's behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the:

A) Turnover (for Item on Gross Profit)

or

B) Gross Revenue

during the Indemnity Period.

**2 Savings**

If any of the charges or expenses of the Business payable out of Gross Profit or Gross Revenue cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

**3 Professional Accountants' Charges**

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of Policy Condition 2 and for reporting that such information is in accordance with the Policyholder's accounts.

**4 Accumulated Stocks**

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover resulting from the Damage is postponed due to the Turnover being temporarily maintained from accumulated stocks of finished goods.

**5 Payments on Account**

Payments on account may be made during the Indemnity Period if desired.

**6 Renewal Clause**

It is a requirement of the insurance that prior to each renewal the Policyholder shall provide the Company with the Estimated Gross Profit or Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing Period of Insurance.

**Extensions**

This Insurance section extends to include the amount of loss resulting from interruption or interference to the Policyholder's Business caused by the Damage in respect of the following additional Property, Premises and costs.

The Company's liability in respect of each and every extension shall not exceed the corresponding limit shown in the Schedule or as stated below.

**1 Salvage Sales**

If, following Damage giving rise to a claim under this Policy, the Policyholder holds a salvage sale during the Indemnity Period, clause A of the insurance provided in respect of any Business Interruption item shall read as follows:

A) In respect of Reduction in Turnover

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) falls short of the Standard Turnover in consequence of the Damage from which the amount shall be deducted the Gross Profit actually earned during the period of the salvage sale.

**2 Storage Sites**

The insurance is extended to include loss as insured in consequence of Damage as insured

A) 1) at any premises not occupied by the Policyholder but used by them solely for storage purposes

2) a) to records

or

b) to machinery and plant (but not motor vehicles) removed for cleaning renovation repair or other similar purposes,

whilst temporarily removed from the Premises and in transit by road rail air or inland waterway to and from the Premises

in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

B) at any situations (or to property) as specifically mentioned in the Schedule

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed:

under A) 10% of the total of the sums insured or £250,000 whichever is the less (unless otherwise stated in the Schedule)

under B) the percentage (of the total of the sums insured by the policy) or monetary limit shown in the Schedule against such situations or property.



## Exclusions

Exclusions applicable to Property Damage and Business Interruption Insurances

This Policy does not cover:

### 1 Intruder Alarm

Damage by Cover 8 Theft at any Premises where:

- A) the Policyholder has knowingly and wilfully failed to maintain the Intruder Alarm protection,
- or
- B) all of the following apply
    - i) An intruder alarm is a requirement of cover and is shown in the Schedule
    - ii) The Premises are unattended
    - iii) The maintenance and efficacy of the Intruder alarm are the Policyholder's responsibility
    - iv) The failure of the Intruder Alarm is a major contributor to Damage
    - v) The Company has not been informed of the absence of alarm protection.

### 2 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 the Policyholder's 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 any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission.

### 3 Marine

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any 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.

### 4 Policyholder's Contribution

The Policyholder's Contribution, as specified in the Schedule, being the first part of each and every loss to be borne by the Policyholder, at each separate Premises, as ascertained after the application of all other terms and conditions of this Policy including the Underinsurance provision.

Damage caused by Covers 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this Policy any such period may not end later than the termination of the Period of Insurance, such period shall be deemed to have commenced on the first happening of such Damage.

### 5 Pollution and Contamination

Damage to any property and any loss or expense or liability resulting or arising there from 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 Cover insured (other than Cover 10),
- B) any Cover insured (other than Cover 10) which itself results from pollution or contamination.

### 6 Property Excluded

Damage to Property which is more specifically insured, Property in transit, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges, culverts and excavations, livestock, growing crops and trees, 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 or overhead transmission lines.

### 7 Sprinkler Protections

Damage by Cover 1A) Fire at any Premises where sprinkler protection is a requirement of cover and is shown in the Schedule if:

- A) The Policyholder has knowingly and wilfully failed to maintain the system,
- or
- B) All of the following apply:
    - i) The maintenance and efficacy of the system are the Policyholder's responsibility.
    - ii) The failure of the sprinkler protection is a major contributor to Damage.
    - iii) The Company has not been informed of the absence of sprinkler protection.

### 8 Terrorism

Damage occasioned 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 Policy 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 the insurance by this Policy 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:

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

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## Definitions

### Indemnity Period

The period beginning when the Damage occurs, 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).

### Turnover

The money paid or payable to the Policyholder for work done and services rendered in course of the Business, at the Premises.

### Gross Profit

The amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs.

Notes

- 1 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods, due provision being made for depreciation.
- 2 The Uninsured Variable Costs shall have the meaning usually attached to them in the Policyholder's accounts.

### Uninsured Variable Costs

Those costs that vary directly with the output or the sales revenue of a company and shall mean:

- A) Purchases and related discounts,
- B) Bad debts

unless otherwise stated in the Schedule.

### Gross Revenue

The money paid or payable to the Policyholder for work done and services rendered, in course of the Business, at the Premises.

### Estimated Gross Profit or Estimated Gross Revenue

The amount declared by the Policyholder to the Company, as representing not less than the Gross Profit or Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Insurable Amount B) below).

### Rate of Gross Profit

The rate which Gross Profit would have borne to Turnover, during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

### Standard Turnover or Standard Gross Revenue

The Turnover or Gross Revenue which would have been obtained during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

### Insurable Amount

The Gross Profit or Gross Revenue which would have been earned in the twelve months immediately following the date of Damage, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

The following notes refer to the Business Interruption Definitions stated above:

- A) To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
- B) In the definitions of:
  - i) Estimated Gross Profit and Insurable Amount,or
  - ii) Estimated Gross Revenue and Insurable Amount,

the amount of Gross Profit or Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months.



# Money Insurance

**THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

## Section 1 – Money

The Company will indemnify the Policyholder up to the Limit of Liability shown in the Schedule or as stated below for any Damage to Money and property described in items 1A), 1B), 1C) and 2 below occurring during the Period of Insurance.

### The Insurance Provided

Item	Limit of Liability any one loss
<b>1</b> A) Money in the Policyholder's Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of the Policyholder's contract sites during Working Hours. B) Money in the Policyholder's Premises out of Working Hours: 1) in specified locked safes or strong-rooms 2) in all other locked safes or strong-rooms 3) not in a locked safe or strong-room C) Money in the Policyholder's residence or that of any of the Policyholder's directors, partners or employees, the Limits of Liability being: 1) while in a locked safe or while an adult is in the residence 2) otherwise	as shown in the Schedule  as shown in the Schedule as shown in the Schedule £250  £500 £250 £250,000
<b>2</b> Non-negotiable Money	£250,000

### Exclusions

The Company shall not be liable for:

- 1 Discovery Period**  
Loss by theft by any director, partner or employee of the Policyholder not discovered within seven working days of the occurrence.
- 2 Error or Omission**  
Shortage due to error or omission.
- 3 Unattended Vehicle**  
Loss from an Unattended Vehicle.
- 4 Counterfeit Money**  
Loss due to the use of counterfeit Money.
- 5 Northern Ireland**  
Loss or damage arising from riot or civil commotion in Northern Ireland.

### 6 Outside the United Kingdom

Loss or damage not within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 7 Physical Security

Loss whenever the Business Premises are left unattended if all locks, bolts and other protective devices are not in full and effective operation.

### 8 Removal of Keys

Loss whenever the Business Premises are left unattended if all keys (including those relating to any part of the Intruder Alarm system) are not removed from the Business Premises.

### 9 Safe Keys and Combinations

Loss in respect of Items 1B1) and 1B2) out of Working Hours if all keys and notes of combination lock letters and numbers of safes and strong-rooms containing Money are not removed from the Business Premises.

### 10 Intruder Alarm

Loss at any Premises where:

- A) the Policyholder has knowingly and wilfully failed to maintain the Intruder Alarm protection,
- or
- B) all of the following apply
  - i) An Intruder Alarm is a requirement of cover and is shown in the Schedule
  - ii) The Premises are unattended
  - iii) The maintenance and efficacy of the Intruder Alarm are the Policyholder's responsibility
  - iv) The failure of the Intruder Alarm is a major contributor to Damage
  - v) The Company has not been informed of the absence of alarm protection.

### 11 Terrorism

Damage occasioned 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 Policy 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.

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 any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## Section 2 – Personal Injury (Robbery)

### The Insurance Provided

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death, Disablement or the incurring of Medical Expenses for which the Benefit is claimed, the Company will pay the appropriate Benefit to the Policyholder in respect of the number of Units of Cover as shown in the Schedule.

Number of Units 5 shall mean:

### Benefit

1	Death	£25,000
2	Loss of one or more Limbs	£25,000
3	Loss of one or both Eyes	£25,000
4	Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience	£25,000
5	Temporary Total Disablement from the Insured Person's usual occupation in the Business	
	£250 per week, or 1/52nd of the Insured Person's Annual Salary, whichever is the lesser.	
6	Medical Expenses shall be reimbursement up to 15% of any amount payable under Benefits 1 to 5 in respect of Medical Expenses necessarily incurred in the treatment of the Insured Person.	

### Conditions

#### 1 Application of Benefits

- A) The Company will not pay in respect of any one Insured Person in connection with the same Accident more than one of Benefits 1 to 4.
- B) Any disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit.
- C) The Company will pay any amount claimed for Benefit 5 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident, but, any payment under Benefit 5 will cease as soon as any Benefit is paid under Benefits 1 to 4.
- D) The amount payable per week under Benefit 5 will not exceed 1/52nd of the Insured Person's Annual Salary.

#### 2 Assignment

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy.

#### 3 Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident, Benefit 1 shall become payable, subject to a signed undertaking by the Policyholder that if the belief is subsequently found to be wrong such amount shall be refunded to the Company.

#### 4 Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- B) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and
- C) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in (b) above.

#### 5 Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident.

#### 6 Interest

No sum payable shall carry interest.

### Exclusions

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by:

- 1 illness or disease (not resulting from bodily injury following an Accident),
- 2 any naturally occurring condition or degenerative process,
- 3 any gradually operating process,
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident).

The Company will not pay the Benefit if:

- 5 bodily injury is sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of eighty years.

# Definitions

## Applicable to Section 1 – Money and Section 2 – Personal Injury (Robbery)

### 1 Accident

Accident shall mean;

- A) a sudden and
- B) unexpected or unforeseen and
- C) identifiable incident.

### 2 Annual Salary

Annual Salary shall mean the Insured Person's total annual remuneration excluding payments for overtime commission or bonus (unless otherwise agreed in writing) payable by the Policyholder to the Insured Person at the date bodily injury following an Accident is sustained.

### 3 Benefit and Units of Cover

Benefit and Units of Cover shall mean;

- 1 Death, or
- 2 Loss of one or more Limbs, or
- 3 Loss of one or both Eyes, or
- 4 Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience

In respect of Benefits 1 to 4, the 5 Units of Cover shown in the Schedule equate to £25,000.

- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business for the amount shown in the Schedule.

In respect of Benefit 5, the 5 Units of Cover shown in the Schedule equate to £250 per week, which will be payable per week for a maximum of 104 weeks in all, not necessarily consecutive. See also Special Condition 4.

### 4 Disablement

Disablement shall mean Benefits 2 to 5

### 5 Money

Cash, bank notes, currency notes, uncrossed cheques, travellers cheques (but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, bills of exchange, consumer redemption vouchers, gift tokens and trading stamps.

### 6 Non-negotiable Money

Crossed cheques (but excluding pre-signed blank cheques), crossed bankers' 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 belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business.

### 7 Operative Time

Operative Time shall mean while the Insured Person is engaged upon duties incidental to the Business and as a direct result of attempted robbery or actual robbery.

### 8 Working Hours

The period during which the Premises are actually occupied for Business purposes and during which the Policyholder or those of the Policyholder's employees who are entrusted with Money are in the Premises or on the Policyholder's contract sites.

### 9 Insured Person

Insured Person shall mean the Policyholder or any director, partner or Employee of the Policyholder.

### 10 Loss of Limb

Shall mean

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

### 11 Loss of Eye

Shall mean permanent and total loss of sight which will be considered as having occurred

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

### 12 Medical Expenses

Shall mean the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.

# Terrorism Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items insured by the insurances shown as operative in the Terrorism Insurance section of the Schedule is extended to include Terrorism Insurance as specified below.

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom in so far and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an Act of Terrorism provided always that Terrorism Insurance is:

- A) subject to Exclusions 1–4 below,
- B) not subject to any other exclusions stated in this Policy,

provided also that the Company's liability in any one Period of Insurance shall not exceed:

- A) in the whole the total Sum Insured,
- B) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Policyholder's Contribution.

Territory	Limit of Liability
A) Great Britain	As otherwise specified in this Policy
B) Elsewhere in the world	Not insured

## Conditions

- 1 In any action, suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Terrorism Insurance the burden of proving that such Damage or loss is covered shall be upon the Policyholder.
- 2 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.
- 3 If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of the Policy apply except in so far as they are hereby expressly varied.

## Exclusions

Terrorism Insurance does not cover:

- 1 **Riot civil commotion War and Allied Risks**  
any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 2 Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- A) Damage to or the destruction of any Computer System,
- or
- B) any alteration modification distortion erasure or corruption of Data

in each case whether the property of the Policyholder or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

## 3 Nuclear Installation or Nuclear Reactor

any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

## 4 Nuclear Risks and Chemical, Biological and Radiological Contamination

in respect of Residential Property insured in the name of a Private Individual:

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material,
- C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

## Special Provision

### 'Cyber Terrorism'

This Special Provision applies only to Property situated within Great Britain only.

Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

- i) results directly (or, solely as regards ii) C) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;

and

- ii) comprises;
- A) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Policyholder;
- or
- B) the amount of business interruption loss suffered directly by the Policyholder by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;
- i) damage to or destruction of Property insured by the Policyholder;
- or
- ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Policyholder by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Policyholder to which access is affected;
- or
- C) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Policyholder to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property (as defined below) for the purposes of this Special Provision shall additionally exclude:

- A) any Money (as defined within this Policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B) any Data.

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of ii) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in i) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

## Definitions

### Act of 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.

### Computer Systems

means a computer or other equipment or component or system or item which processes stores transmits or receives Data.

### Covered Loss

means all losses arising under this Policy as a result of Damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

### Damage

means accidental loss, destruction or damage.

### Data

means 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.

### Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems.

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Great Britain

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

### Hacking

means unauthorised access to any Computer System, whether the property of the Policyholder or not.

### Nuclear Installation

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

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

**Nuclear Reactor**

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

**Phishing**

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

**Property**

means Property Insured (as defined within this Policy) and any other property whatsoever, but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
  - i) insured under the same contract of insurance as the remainder of the building which is not a private residence or
  - ii) not insured in the name of an individual.
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

**Private Individual**

means any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust,
- b) a person who owns Residential Property for the purpose of their business as a sole trader.

This definition only applies to Property held in trust or as part of a sole trader's business and not their private residence(s).

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

**Residential Property**

means houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

**Virus or Similar Mechanism**

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

# 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 contact the sales and service team in the office which issued the Policy. If your complaint relates to a claim then please call the claims helpline number shown in your Policy booklet.

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  
PO Box 255  
Wymondham NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto: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 (for landline users)  
0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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.



# Fair Processing Notice

## 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.

## Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

## How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission;
- Where we are required or permitted to do so by law;
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

## Sensitive information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

## How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,  
Customer Relations Office,  
RSA,  
Bowling Mill,  
Dean Clough Industrial Estate,  
Halifax, HX3 5WA.