



Your Commercial Combined Insurance Policy



Contents

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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Inside the front cover you will find your:

Policy Schedule

Important Information

Statement of Fact

The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- ü your policy wording;
- ü the information contained on your risk presentation and Statement of Fact document issued by us;
- ü the policy schedule;
- ü any notice issued by us at renewal;
- ü any endorsement to your policy; and
- ü the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- ß loss of a particular kind, and/or
- ß loss at a particular location, and/or
- ß loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Commercial Combined Insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

ARTHUR J. GALLAGHER (GB) (IPSWICH)
12 MUSEUM STREET
IPSWICH
SUFFOLK
IP1 1HT

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

All communications relating to this contract will be in English.



Cover

All Risks

We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises. The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average as stated in the Average Condition of this Section.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

Contingencies

Theft

Damage to the Property Insured

- (1) in The Premises by theft or attempted theft
- (2) for buildings at The Premises where You are responsible for the repairs, caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
- (3) by theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not provide cover for

- (1) Damage
 - (a) in any part of The Premises not occupied by You in connection with The Business
 - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
 - (c) when The Premises are Unoccupied
- (2) Damage to
 - (a) cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1,000 in total
 - (b) electronic, audio and visual equipment, computer hardware and software, explosives and hazardous substances, furs, curios and antiques, gold and silver articles, goods held in trust or on commission, jewellery and precious stones, Money and bullion, non-ferrous metals, securities and bonds, rare books and works of artunless specifically mentioned as insured in The Schedule
- (3) Damage where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory or caused by any person lawfully in The Premises.

Subsidence

We will provide cover for Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip. Cover will be provided for

- (1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (2) walls, gates, hedges or fences

if such property is specifically insured by this Section and Damage also occurs to the Building to which such property applies and that Building is insured by this Section.

We will not provide cover for

- (1) Damage caused by
 - (a) collapse of any Building
 - (b) the normal settlement, shrinking and cracking of any Building
 - (c) coastal or river erosion
 - (d) defective design or inadequate construction of foundations
 - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise
 - (f) settlement or movement of made up ground
- (2) Damage as a result of movement of solid floor slabs. However, We will provide cover for Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time
- (3) the Excess as stated in The Schedule.

Clauses

These clauses apply and are stated in The Schedule

All Other Contents

We will provide cover for

- (1) Data Storage Materials, documents, manuscripts, business books, plans and designs, models, moulds, patterns, dies, tools, templates, drawings and jigs which require to be replaced and are capable of being replaced belonging to You, held by You in trust or for which You are responsible whilst
 - (a) at The Premises

- (b) temporarily removed to premises not occupied by You
- (c) in transit by road, rail or inland waterway in the Prescribed Territories and the Republic of Ireland.

The maximum We will pay for any one claim and in any one Period of Insurance is stated in The Schedule and is restricted to the value of the physical materials, costs of labour incurred in replacing them and the Data and costs necessarily and reasonably incurred in collating the Data from existing source material. We will not pay for the value to You of any information lost.

- (2) pedal cycles, tools and other personal items belonging to You or any of Your directors, partners, members, Employees, customers or visitors but only if they are not otherwise insured
- (3) rare books, antiques, paintings, or other works of art
- (4) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The maximum We will pay for any one item and in total for any one claim for (2), (3), and (4) are stated in The Schedule.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Capital Additions

We will provide cover for Damage to

- (1) any newly built or acquired Buildings and/or Machinery and Plant
- (2) alterations, additions and improvements to an insured Building and/or Machinery and Plant but not in respect of any appreciation in value

in the Prescribed Territories.

The maximum We will pay in respect of any one premises is the lower of the percentage of the total Buildings and Machinery and Plant Sum Insured or the amount applying to this Clause, both stated in The Schedule.

You must

- (1) provide Us with details of newly built and/or newly acquired Building(s) and/or Machinery and Plant or alterations, additions or improvements as soon as possible but, in any event, within six months of the date You became responsible for the insurance of such newly built and/or newly acquired Building(s) and/or Machinery and Plant before the expiry of the Period of Insurance
- (2) specifically insure the property with Us, from the date Our liability commenced and pay any additional premium required.

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).

We will not cover You unless

- (1) a certificate of completion has been issued, or
- (2) works to such property has been completed and handed over to You

prior to the date of the Damage.

Change in Temperature

We will provide cover, following Damage caused by change in temperature resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, to each Building, Machinery and Plant and Stock and Materials in Trade item, stated in The Schedule, by any Contingency stated as applicable in The Schedule.

Changing Locks

Notwithstanding anything to the contrary contained within this policy We will pay additional costs of changing locks following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes

- (1) from The Premises
- (2) from Your home or the home of any of Your partners, directors or authorised Employees
- (3) involving violence or threat of violence to You, or any of Your partners, directors or Employees.

The maximum We will pay in respect of any one Period of Insurance is stated in The Schedule.

Contract Sale Price

We will provide cover for Damage to Stock and Materials in Trade which have been sold but not yet delivered and, as a result, the contract of sale is cancelled under the conditions of sale. The amount We will pay will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

Customers Goods

We will provide cover under Stock and Materials in Trade Item(s), stated in The Schedule, for Your customers' goods and goods for which Your customers are legally responsible while temporarily in Your custody or control and for which You have accepted responsibility.

Damage to Grounds

We will pay reasonable costs and expenses incurred in reinstating or repairing landscaped gardens and grounds due to the actions of the emergency services, following Damage at The Premises or adjoining properties.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

Debris Removal

The Sum Insured for each Item on Buildings, Machinery and Plant and Stock and Materials in Trade includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring or propping up of those parts of the Property Insured which have suffered Damage.

We will not provide cover for costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) where a specific Item exists for removal of debris under this Section.

The maximum We will pay in respect of any one claim in respect of Stock and Materials in Trade is as stated in The Schedule.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Drains

We will pay for, within the Sum Insured under each Buildings and/or Machinery and Plant item, costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers or gutters for which You are responsible following Damage to the Property Insured.

Energy Efficiency

Notwithstanding anything to the contrary contained within this policy, following Damage to any Building at The Premises We will provide cover for the additional costs and expenses You incur with Our prior written consent in repairing or replacing the damaged portion only of such Building using materials or components which are more energy efficient than those originally used in such damaged portion and for the sole purpose of improving the future energy efficiency of such damaged portion once repaired or replaced.

The maximum We will pay in respect of any one claim is the lesser of

- (a) the percentage of the amount We have paid or agreed to pay in respect of the claim for Damage, as stated in The Schedule, and
- (b) the maximum amount payable stated in The Schedule.

The maximum We will pay in total during the Period of Insurance is the maximum amount payable stated in The Schedule.

We will not provide cover

- (1) for any additional costs and expenses arising from work already planned by You prior to the Damage occurring and which was due to be carried out within 12 months of the date of Damage
 - (2) for any additional costs and expenses in complying with any European Union Legislation, Act of Parliament or subordinate legislation thereunder, or byelaw of any public authority
 - (3) for any additional costs and expenses arising from work required to comply with any notice served on You, or mandatory risk improvement requested of You, before the Damage occurred
 - (4) for any additional costs and expenses arising from work in order to comply with an existing requirement that must be completed within a stipulated period
 - (5) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw
 - (6) if You do not incur the cost of replacing or repairing the Building
 - (7) where funds for such additional costs and expenses are available from any public authority or private business scheme
 - (8) for any Unoccupied Building
 - (9) where such additional costs and expenses are covered elsewhere in the policy
 - (10) where the loss is more specifically insured elsewhere
 - (11) for any additional costs and expenses otherwise excluded under the policy, unless otherwise specified or agreed by Us
 - (12) for any claim where the total incurred cost in respect of Damage is less than £10,000.
-

Exhibition Sites

We will provide cover for Damage to Your models, exhibition stands, furniture, Stock and Materials in Trade, Machinery and Plant and promotional goods, while

- (1) at any exhibition site, not exceeding the number of days stated in The Schedule
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit

in the European Economic Area.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay You in respect of Damage caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight.

Falling Trees

We will pay for the cost of

- (1) removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (2) felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay is stated in The Schedule.

This Clause will not apply under any Property Damage – Specified Contingencies Section unless the contingency storm and falling trees or storm, flood and falling trees is stated as applicable in The Schedule.

Fire and Security Equipment

We will pay for costs and expenses, following Damage, incurred in

- (1) refilling, recharging or replacing portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay any costs and expenses recoverable from Your maintenance company or the fire and rescue service.

Glass

The following Clause is only applicable where All Risks is stated as insured in The Schedule.

We will provide cover, where Buildings are insured at The Premises, for the breakage

- (1) of glass including the cost of boarding up, and/or removing and reinstating obstructions to replacing glass and/or the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- (2) of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

We will not provide cover for breakage of glass

- (1) when The Premises are Unoccupied
 - (2) in transit or while being fitted
 - (3) by workmen carrying out alterations or repairs to The Premises.
-

Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any cover provided by this Section.

You must provide the name of any other interested party in the event of a claim.

Homeworkers

We will provide cover for Damage to the Property Insured whilst at the permanent residence of any Director, Partner or Employee within The Prescribed Territories or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.

The maximum We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is stated in The Schedule and shall not exceed the Sum Insured for the Property Insured.

Incompatibility of Software Programs

We will provide cover where necessary, if Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment as defined in the Basis of Claims Settlement – Reinstatement Clause for either

- (1) modifications to the replacement Computer and Electronic Office Equipment, or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay for any or all claims arising out of one cause is stated in The Schedule.

Insect Nest Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy.

Lamps Signs and Nameplates

We will provide cover for Damage to lamps, signs and nameplates at The Premises.

The maximum We will pay in respect of any one item is stated in The Schedule.

Machinery Re-erection Costs

We will pay under the Machinery and Plant Sum Insured any cost of re-erecting machinery, following Damage, for each item of Machinery and Plant.

Metered Services

We will pay for charges which are Your responsibility if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

We will not provide cover for any charges incurred while The Premises are Unoccupied.

Munitions of War

We will cover You in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war, at or within one mile of the boundary of The Premises, provided that the presence of munitions does not result from a current state of war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations, whether war be declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising or martial law at the time of Damage.

Non-Invalidation

We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increased the risk of Damage, other than where such act, omission or alteration is on the part of Your Employee.

However, You must

- (1) notify Us immediately when You become aware of any act, omission or alteration, and
- (2) pay any additional premium We require.

Professional Fees

We will pay for necessary and reasonable costs and expenses, incurred with Our consent, on each item for Buildings, Machinery and Plant, for an amount of professional fees, incurred in reinstating or repairing the Property Insured following Damage, unless a separate item for professional fees is stated in The Schedule.

We will not pay for fees incurred in preparing a claim.

Seasonal Increase

We will increase the Sum Insured for each item of Stock and Materials in Trade, for the period stated, by the lower of the percentage amount or limit stated in The Schedule.

Services

We will provide cover for Damage to service pipes and cables, including associated meters and instruments, which connect The Premises to the public mains, where Buildings are insured under this Section, or where You are liable as a tenant.

Subrogation

We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant Companies Act or Companies (NI) Order current at the time of Damage.

Temporary Repair Costs

We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.

The maximum We will pay in respect of any one claim is stated in The Schedule.

Temporary Removal

We will provide cover for Damage to the Property Insured while temporarily removed for cleaning, renovation or repair or similar purposes to another part of The Premises or in the Prescribed Territories and the Republic of Ireland including whilst in transit by road, rail or inland waterway.

The maximum We will pay is the lower of the percentage or limit stated against this Clause in The Schedule of the item Sum Insured.

We will not provide cover for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs, Stock and Materials in Trade
- (2) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (3) Property removed for more than the number of consecutive days stated in The Schedule.

Theft Damage to Buildings

This Clause will not apply under any Property Damage – Specified Contingencies Section unless Contingency Riot, Civil Commotion and Malicious Damage applies in The Schedule.

We will provide cover, where Buildings are insured under this Section, for Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

The maximum amount We will pay for any one claim and in any one Period of Insurance is stated in The Schedule.

We will not provide cover for Damage caused to any property other than buildings and landlords' fixtures and fittings, caused by any person lawfully on The Premises, while The Premises are Unoccupied.

The Excess in respect of Theft Damage to Buildings is stated in The Schedule.

Theft of Computers and Audio Visual Equipment

We will provide cover for computer hardware and software, audio and visual equipment at The Premises within any item on Machinery, Plant and All Other Contents.

In respect of Theft, the maximum We will pay for any one claim will be the Sum Insured under the Machinery and Plant item or the amount stated in The Schedule against this Clause, whichever is lower.

Trace and Access

We will pay necessary and reasonable costs and expenses including resultant repairs, incurred with Our consent, in locating the actual source of Damage caused by the escape of

- (1) water from any tank, apparatus or pipe, or
- (2) leakage of fuel from any fixed oil heating installation

provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is stated in The Schedule.

Trade Samples

We will provide cover for Damage to trade samples whilst anywhere in the European Economic Area including whilst in transit.

The maximum We will pay in respect of any one item and any one claim is stated in The Schedule.

Transfer of Interest

We will provide cover to the purchaser, if at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed, and
- (2) the Building has not yet been insured by or on behalf of the purchaser.

Cover granted by this Clause shall only operate where the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the cover.

Basis of Claim Settlement

Basis of Claim Settlement - Reinstatement

Where Damage occurs to Property Insured, other than to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles or Computer and Electronic Office Equipment and The Schedule states Reinstatement applies and

- (1) the Property Insured is
 - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property has been completely destroyed
- (2) Computer and Electronic Office Equipment, insured by this Section is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

We will not carry out reinstatement at another site, or in a manner suitable to Your needs when The Premises are Unoccupied.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will also pay additional costs, where We require You to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, to reinstate water supply equipment which conformed to previous LPC Rules or conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum amount payable will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured at The Premises where Damage occurred had been completely destroyed or the amount shown in The Schedule if different.

Excluding any amount in respect of

- (1) the costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred

- (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any European Union Legislation, Act of Parliament or Bye law.
- (4) The following Condition of Average will apply
You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause. However, the Basis of Claim Settlement - Indemnity will apply.

For the purposes of this Basis of Claim Settlement Computer and Electronic Office Equipment means

- (1) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include Portable equipment away from The Premises, Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles, the Basis of Claim Settlement - Indemnity will apply unless more specifically stated in The Schedule.

Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured,

unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

Basis of Claim Settlement - Day One Basis

Where Item(s) of Property Insured are stated against this Clause the first and annual premiums are based upon the Declared Value as stated in The Schedule.

You must tell Us the Declared Value at the start of each Period of Insurance. We will use the last Declared Value notified to Us, for the following Period of Insurance, if You fail to notify Us of the Declared Value.

Paragraph (4) of the Basis of Claim Settlement - Reinstatement is restated as

- (4) If, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, as set out in (1) of this Clause, at the start of the Period of Insurance, the maximum We will pay will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured.

We will not provide cover until You have incurred the cost of replacing or repairing the property, if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement or if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

For the purposes of this Clause, Declared Value means

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Claim Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (1) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament and Bye laws of any public authority
- (2) professional fees and debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

Basis of Claim Settlement - Rent

We will provide cover, if rent is insured under this Section, for loss of rent resulting from the Building or any part of the Building generating the rent received, or for which rent is payable being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

Construction Heating and Occupation of the Buildings

Unless stated in The Schedule or agreed by Us the Building is

- (1) constructed of metal, glass, brick, stone or concrete and roofed with slate, tile, concrete, metal or asbestos with no more than 10% of other materials
- (2) heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or overhead gas or electrical appliances
- (3) heated by gas or electric fires in offices only
- (4) occupied for the sole purpose of The Business or as a private dwelling.

Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter or take possession of the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

All Risks and Theft and Subsidence

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective design or materials used in its construction
 - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees
 - (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded

- (2) Damage to the Property Insured caused by or consisting of
 - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
 - (b) change in temperature, colour, flavour, texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
 - (e) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded

- (3) Damage to the Property Insured caused by pollution or contamination
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
 - (a) pollution or contamination which results from Defined Contingencies (1) to (12)
 - (b) Defined Contingencies (1) to (12) which results from pollution or contamination
- (4) Damage to the Property Insured caused by
 - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty

- (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
- (e) theft or attempted theft unless specifically mentioned as insured in The Schedule and as detailed in the Theft Contingency
- (5) Damage to any Building or structure caused by its own cracking or collapse
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust
However, We will provide cover for Damage to such property caused by falling trees and is not otherwise excluded
- (7) Damage
 - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
 - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repairHowever, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded
- (8) Damage to the Property Insured caused by
 - (a) escape of water from any tank, apparatus or pipe
 - (b) malicious persons (other than by fire or explosion)when The Premises are Unoccupied
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or it's fixtures and fittings, unless specifically mentioned as being insured in The Schedule

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12)
- (10) Damage to
 - (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
 - (b) railway locomotives or rolling stock
 - (c) watercraft or aircraft
 - (d) property in the course of construction including materials for use in the construction
 - (e) land, piers, jetties, bridges, culverts or excavations
 - (f) livestock, growing crops or treesHowever, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded
- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist
However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed
- (12) Damage more specifically insured by You or on Your behalf
- (13) any consequential loss or damage
However, We will provide cover for rent when this item(s) is specifically mentioned as insured in The Schedule
- (14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) aboveTerrorism means
 - (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, 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 HM Government in the United Kingdom or any other government de jure or de facto
 - (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - ß the use or threat of force and/or violence, and/or

- ß harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means
caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (15) (a) Loss of Data
(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
(i) Virus or Similar Mechanism
(ii) Denial of Service Attack
(iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (16) the Excess stated in The Schedule

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Computers

All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling any manufacturing process.

Damage

Physical loss, destruction or damage.

Property Insured

Property Insured as detailed in The Schedule.

Cover

Money

We will cover You for

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which belongs to You or You are responsible for in connection with The Business while
 - (a) in transit
 - (b) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (c) on The Premises, on contract sites while You or Your Employees are working there or at Your home or that of Your directors, partners or Employees
 - (d) in a bank night safe until removed by the bank
- (2) the cost of replacement or repair following loss of or damage to any safe or strongroom specified in The Schedule, case, bag or waistcoat used for carrying Money following theft or attempted theft occurring during the Period of Insurance.

Assault

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause which results in any of the following Contingencies

- (1) death
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech
- (3) Loss of Limb
- (4) Temporary Total Disablement (weekly compensation)
- (5) Temporary Partial Disablement (weekly compensation) within 24 months of bodily injury
- (6) Permanent Total Disablement after 24 months of bodily injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

Clauses

These Clauses apply and are stated in The Schedule.

Money

Clothing and Personal Belongings

We will provide cover for loss of, or damage to, clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person is stated in The Schedule.

Vending Machines at The Premises

We will provide cover for Money in vending or gaming machines on The Premises.

The maximum We will pay for any one claim is stated in The Schedule.

Assault

Amounts Payable

We will pay

- (1) the compensation stated in The Schedule
- (2) weekly compensation at four weekly intervals
- (3) compensation under Contingencies (4) and (5) for a maximum of two years from the date that the disablement started.

Weekly compensation being paid for the same injury will end if We pay compensation under Contingencies (1), (2), (3) or (6).

Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1), (2), (3) or (6).

Medical and Dental Expenses

In respect of Assault, where compensation is payable for Contingencies (4) or (5), We will also pay for compensation for medical and/or dental expenses which have been incurred in respect of the Insured Person, up to the lower of the percentage or amount stated in The Schedule.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

Money

We will not provide cover for

- (1) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind

- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is not discovered within seven working days of the loss or more specifically insured elsewhere
- (3) loss from any Unattended Vehicle
- (4) loss or damage arising outside the Prescribed Territories and the Republic of Ireland
- (5) loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- (6) loss resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
- (7) loss of Money resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment
- (8) the Excess stated in The Schedule for each and every loss

Assault

- (9) any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

Definitions

Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.

Insured Person

You or Your directors, partners or Employees aged between 16 and 75.

Loss of Hearing

Total and permanent loss of hearing in one or both ears.

Loss of Limb

In respect of

- (1) an arm, physical severance of all four fingers or total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
- (2) a leg, physical severance or total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and lasts without interruption for more than 12 months from the date of the accident and in all probability will continue for the remainder of the Insured Person's life.

Prescribed Territories

England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Cover

All Risks

We will cover You for any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by the Contingencies stated in The Schedule.

The Schedule will state any Clauses and Additional Covers which apply.

The maximum We will pay for any one claim is

- (1) for any Item, the Sum Insured stated in The Schedule
- (2) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.

Contingencies

Fire

- (1) Fire
- (2) Lightning
- (3) Explosion of boilers or gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

Explosion

Aircraft

Aircraft and other aerial and/or spatial devices or articles dropped from them.

Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

Earthquake

Storm, Flood and Falling Trees

Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

Impact

Impact by any vehicle or animal or by goods falling from either.

Theft

Theft or attempted theft, or theft involving violence or threat of violence to You, Your partners, directors or Employees.

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy and
- (2) Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
 - (a) boilers on The Premises
 - (b) glass, china, earthenware, marble or other fragile objects
 - (c) vehicles licensed for road use including accessories on or attached to them
 - (d) caravans or trailers
 - (e) railway locomotives or rolling stock
 - (f) watercraft or aircraft
 - (g) property in the course of construction including materials for use in the construction
 - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
 - (i) livestock
 - (j) growing crops or trees.

Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

Clauses

These clauses apply and are stated in The Schedule

Essential Personnel

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period which but for such additional costs and/or expenses would have taken place caused by

- 1) death of any of Your Principals,
or
- 2) total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.

The maximum We will pay in respect of any one loss is as stated in The Schedule.

The following definition applies to this Clause

Principals

Any person who is an owner, partner, company director or trustee of The Business.

Exhibition Sites

We will provide cover for loss resulting from interruption of or interference with The Business following Damage which directly results in a reduction of the Turnover, Revenue, Fees or Rentals as insured by this Section, arising

- (1) at any exhibition site where You are exhibiting or are contracted to exhibit goods or services, including Your Insured Property; and
- (2) while in transit to or from any such exhibition site in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with any exhibition which You cannot otherwise recover.

The maximum We will pay for any one loss and in any one Period of Insurance is stated in The Schedule.

Definitions

For the purposes of this Clause, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

As stated in The Schedule.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Full Failure of Telecommunications

We will provide cover following the accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one loss and in the Period of Insurance is as stated in The Schedule, unless otherwise specified.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (4) caused by the failure of any satellite
- (5) lasting less than the consecutive hours stated in The Schedule
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Lottery Winners

We will provide cover for the additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery.

The maximum We will pay in respect of any one loss will be as stated in The Schedule.

We will not provide cover unless the Employee or group of Employees resign within the number of days from the date of the successful Lottery win, and the amount won is in excess of the amount stated in The Schedule.

For the purposes of this Clause, the following definitions apply:

Indemnity Period

The period during which The Business results are affected due to an Employee or group of Employees resigning from their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

Lottery

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

Maximum Indemnity Period

As stated in The Schedule.

Outsourced Administrative Service Providers

We will provide cover for additional costs, reasonably and necessarily incurred by You with Our consent, during the Indemnity Period following Damage at The Premises and/or to the property of any Administrative Service Provider within the Territorial Limit which results in the Administrative Service Provider failing to deliver the contracted service to The Business.

The maximum We will pay in respect of any one Period of Insurance is stated in The Schedule.

We will not provide cover for:

- (1) any interruption or interference with The Business arising from the failure of the Administrative Service Provider which lasts less than the number of hours stated in The Schedule.
- (2) Denial of Service Attack, Virus or Similar Mechanism
- (3) Damage at any premises of suppliers of electricity, gas, water or telecommunication services
- (4) costs recoverable under contract from the Administrative Service Provider
- (5) any loss, interference or interruption with The Business under this Clause for any Administrative Service Provider who are not under contract with You
- (6) any such amounts more specifically insured.

For the purpose of this Clause the following definitions apply

Administrative Service Provider

Services provided to You for a fee under contract and which undertakes all or part of such clerical activities required for The Business to operate and not undertaken by Your own employees including but not limited to wage and salary management, information technology and telecommunication help desks, human resources, legal advice, sales and marketing.

Insured Contingency

Where such services provided are undertaken at an Administrative Service Provider's premises located outside of the Prescribed Territories, the Insured Contingencies will be restricted to fire, lightning and explosion.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

As stated in The Schedule.

Territorial Limit

Anywhere in the World.

Outstanding Debit Balances (Book Debts)

We will pay for loss sustained by You in respect of Outstanding Debit Balances which You are unable to trace or establish as a result of Damage during the Period of Insurance.

The amount payable shall not exceed the total of

- (1) the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect of such balances
- (2) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the loss

provided that each month You record the total amount outstanding in customers' account and store a copy of the record elsewhere than at The Premises where such record was made.

The maximum We will pay is stated in The Schedule.

If the Sum Insured by this item is less than the Book Debts the amount payable shall be proportionately reduced.

The following definition applies to this Clause.

Outstanding Debit Balances

The total declared in the last monthly recorded statement made in accordance with provision stated above, adjusted for

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to customers' accounts in the period between the date to which the total last statement relates and the date of the loss
- (3) any abnormal condition of trade which had or could have had a material effect on The Business so that the figures represent as near as reasonably practicable results which but for the loss would have obtained at the date of the loss had such loss not occurred.

Prevention of Access

We will provide cover for loss resulting from interruption or interference with The Business as a result of Damage to Property

- (1) within the distance in miles of the boundary of The Premises as stated in The Schedule; and
- (2) which physically prevents or restricts access to, or use of, The Premises.

The maximum We will pay in respect of any one Period of Insurance is the Sum Insured stated in The Schedule.

We will not provide cover for

- (1) any action taken in controlling, preventing, or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than the number of consecutive hours stated in The Schedule.

Definitions

For the purposes of this Clause, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence, or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

As stated in The Schedule.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover. The amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Public Relations Expenses

We will pay, following Damage, additional public relations costs and expenses necessary and reasonably incurred with Our consent to maintain the reputation of The Business.

The maximum We will pay in respect of any one loss and in the Period of Insurance is the amount stated on The Schedule.

Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

We will provide cover, during the Period of Insurance, for interruption or interference with The Business as a result of restricted use of, or closure of, The Premises on the order or advice of the competent authority which directly results in

- (1) the reduction in the Turnover of The Business; or
- (2) where insured by this Section, a reduction in Revenue, Fees or Rentals

following

- (1) a Specified Disease occurring at The Premises stated in The Schedule
- (2) any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (3) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning, or a Specified Disease
- (4) the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at The Premises
- (5) any occurrence of murder or suicide at The Premises.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Clause.

The maximum We will pay in respect of any one Period of Insurance is stated in The Schedule.

We will not provide cover

- (1) if in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease, You have failed to ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice
- (2) for any costs incurred in cleaning, repair, replacement, recall or checking of property
- (3) for any reduction in the Turnover or, where insured by this Section, Revenue, Fees or Rentals resulting from
 - (a) any occurrence of a Specified Disease not at The Premises
 - (b) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.
- (4) for any interruption or interference lasting less than the consecutive hours stated in The Schedule.

Definitions

For the purposes of this Clause, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

As stated in The Schedule.

Specified Disease

Any of the following diseases contracted by any person: Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping cough.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover. The amount payable, as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Telecommunication Suppliers' Premises

We will provide cover for loss resulting from interruption of or interference with The Business as a result of damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

The maximum We will pay in respect of any one loss is the amount or percentage of Sum Insured stated in The Schedule, unless otherwise specified.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Unspecified Customers

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any of Your customers premises within the Prescribed Territories.

The maximum We will pay in respect of any one Period of Insurance is the sum insured stated in The Schedule, unless otherwise specified.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Unspecified Suppliers

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any premises of Your contracted suppliers of goods and/or services within the Prescribed Territories.

The maximum We will pay in respect of any one Period of Insurance is the sum insured stated in The Schedule, unless otherwise specified.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

We will not provide cover for Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

Workplace Recovery Office Facilities

We will pay You following Damage at The Premises which results in You using such Workplace Recovery Office Facilities or IT Recovery Services for a period lasting more than 24 hours to either avoid or mitigate such interruption or interference with the Business either:

- (1) the current annual contract fee paid or required to be paid by You where You have in place prior to the Damage an external contract for the provision of Workplace Recovery Office Facilities or IT Recovery Services supplied by a disaster recovery services provider, or
- (2) additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services where You have in place, Your own internal designated Workplace Recovery Office Facilities IT Recovery Services which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay in any one Period of Insurance is stated in The Schedule.

For the purposes of this Clause the following definitions apply

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

Basis of Settlement

The following basis of settlement cover applies to this Section where stated in The Schedule, except where otherwise stated.

Increased Cost of Working - Increased Office Expenses Basis Specification

Item

Increased Office Expenses Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule.

The Schedule will state which of the above items apply and any other items which apply.

Basis of Settlement

We will pay Your Increase in Office Expenses reasonably and necessarily incurred as a result of the Damage, to continue The Business during the Indemnity Period, less any savings during the Indemnity Period which reduce or cease due to the Damage.

The maximum amount We will pay for any one book, document or set of documents, will be 5% of the Sum Insured applicable to Premises at which the Damage has occurred.

The maximum amount We will pay for any one Premises is the Maximum Limit.

Clauses

The following clauses apply to this Specification.

Auditors and Professional Accountants Fees

We will pay Your auditors' and professional accountants' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim is the Sum Insured for this Item stated in The Schedule.

Definitions

The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Specification.

Increase in Office Expenses

- (1) Additional cost of
 - (a) rent, rates and taxes of temporary premises
 - (b) any premium, or compensation, necessary to obtain the use of temporary premises
 - (c) removal to and from, or suitably adapting, temporary premises
 - (d) clerical assistance and advertising
- (2) the cost of
 - (a) replacing destroyed or damaged books or documents which belong to You, which You hold in trust, or for which You are responsible and which require to be replaced and are capable of being replaced
 - (b) obtaining evidence of the contents of any essential documents which cannot be replaced
- (3) other additional costs, to which We have not specifically referred, incurred with Our prior agreement.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

Maximum Limit

- (1) The result of dividing the Sum Insured, under Increased Office Expenses, by the number of separate locations of all of The Premises
- (2) if a limit stated in The Schedule applies to one or more location, the Maximum Limit for the location will be calculated by applying the 'Percentage Limit' shown against each location to the Sum Insured under Increase in Office Expenses.

The remainder of the Sum Insured will be divided equally between the other locations to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the location concerned.

If the Maximum Indemnity Period exceeds 12 months, the maximum amount We will pay during any period of 12 months of the Indemnity Period, will be the proportion of the maximum amount recoverable which 12 months has to the number of months in the Maximum Indemnity Period.

Additional Covers

The Schedule states which Additional Covers apply together with any

- (1) Contingencies applicable, if different from the Business Interruption Section
- (2) Sum Insured
- (3) Excess, consecutive hours or Deductible.

The insurance by each of the Items under the Business Interruption Section is extended to include interruption or interference with The Business resulting from

- (1) the Additional Cover, or
- (2) Damage at The Premises or situations, or
- (3) Damage to the property

described below.

The maximum We will pay under each Additional Cover for any one loss is the sum insured, percentage or maximum amount payable stated in The Schedule, unless otherwise specifically stated within an individual Additional Cover.

The amounts or limits stated are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or the closure of, The Premises by any Police, Government or other competent authority due to an emergency event within the distance stated in The Schedule of the boundary of The Premises that causes or threatens a danger or disturbance.

The maximum We will pay in respect of any one claim and in the aggregate in any one Period of Insurance is the amount stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply to this Additional Cover.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than the consecutive hours stated in The Schedule.

Definitions

For the purposes of this Additional Cover, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the emergency event starting from the date The Premises are closed or their access prevented or restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

As stated in The Schedule.

Full Failure of Electricity, Gas and/or Water Supply

We will provide cover following the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed at The Premises within the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in total in respect of all claims in the Period of Insurance is the amount stated in The Schedule, unless otherwise specified.

The Maximum Indemnity Period is stated in The Schedule.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of
 - (a) electricity
 - (b) gas
 - (c) wateror caused by the exercise by any supplier of (a) – (c) above of its power to withdraw or restrict supply or services
 - (2) caused by any industrial action
 - (3) in respect of water supply only, caused by drought or other weather conditions unless equipment has been damaged
 - (4) lasting less than the consecutive hours stated in The Schedule unless the failure results from Damage to any
-

- (a) generating sub-station of Your supplier of electricity
 - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
 - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any
- (a) generating sub-station of Your supplier of electricity
 - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
 - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Alteration

We will not cover You under this Section if

- (1) any Policyholder
 - (a) agrees a composition or arrangement with creditors, or
 - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 or any successor act, or
 - (c) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or
 - (d) has a winding up order made or a resolution for voluntary winding up passed except for the purposes of amalgamation or reconstruction, or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
 - (e) has an administrative receiver, as defined in the Insolvency Act 1986 or any successor act, appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
 - (2) Your interest ceases otherwise than by Your death
- However, We will provide cover if We agree otherwise.

Claims Procedures

If in relation to any claim, You have failed to comply with the following Claims Procedures, You will lose Your right to payment for that claim.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

Property Cover

We will not provide cover under this Section unless

- (1) there is in force, at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage, and
- (2) payment has been made or liability admitted for such Damage, or payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Subrogation Rights Waiver

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary and/or
 - (2) any company which is a subsidiary of a parent company of which You are a subsidiary
- as defined in the relevant legislation current at the time of Damage

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

All Risks

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective design or materials used in its construction
 - (e) faulty or defective workmanship or operating error or omission by You or any of Your EmployeesHowever, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by or consisting of
 - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
 - (b) change in temperature, colour, flavour, texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
 - (e) the Property Insured's own mechanical or electrical breakdown or derangementHowever, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by pollution or contamination which results from Defined Contingencies (1) to (12) or Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
 - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty
 - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (5) Damage to any building or structure caused by its own cracking or collapse
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust
However, We will provide cover for Damage to such property caused by falling trees which is not otherwise excluded.
- (7) Damage
 - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
 - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repairHowever, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.
- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule
However, We will provide cover for Damage if it results from a Defined Contingency and is not otherwise excluded.
- (10) Damage to
 - (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
 - (b) railway locomotives or rolling stock
 - (c) watercraft or aircraft
 - (d) property in the course of construction including materials for use in the construction
 - (e) land, piers, jetties, bridges, culverts or excavations
 - (f) livestock, growing crops or treesHowever, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist
However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf

- (13) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
- (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands 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 HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to the use or threat of force and/or violence, and/or harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (14) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism
 - (ii) Denial of Service Attack
 - (iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.

- (15) the Excess stated in The Schedule.

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Policy Conditions

The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

Alteration of Risk

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy.

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (3) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,

- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and The Schedule will be read as one contract.

Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

Non Disclosure, Misrepresentation or Misdemeanor

(1) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- £ where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- £ where the breach was neither deliberate nor reckless, and but for the breach:
 - £ We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - £ We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - £ We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(2) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- £ where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- £ where the breach was neither deliberate nor reckless, and but for the breach:
 - £ We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - £ We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - £ We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Severability of Interest

Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Sections, in respect of which, the Cross Liabilities clause shall apply.

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
 - (2) Total Sum Insured;
 - (3) Sum Insured;
 - (4) Limits of Liability;
 - (5) Total Cover Limit; or
 - (6) any other cover limit, limit of liability or indemnity, and/or any amount payable
- stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between
- (a) Aviva as one party
and
 - (b) The Policyholder, as the other party.
-

Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

Policy Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.

We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a)
 - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber, Business Interruption Sections, when insured by this policy
- (2) exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy
- (3) exception (1) (b) does not apply to the Public and Products Liability Section or the Group Personal Accident Section when insured by this policy.
- (4) exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is actually engaged on an Insured Journey abroad.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
 - (a)
 - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation, or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

However,

- (1) exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party, or
 - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism, Commercial Crime, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections when insured by this policy.

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (4) (a) abovewhether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation

the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber and Business Interruption Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Aggregate Deductible Limit

The amount specified in The Schedule being the total of all Deductible amounts that You will be responsible for during the Period of Insurance after allowance has been made for any Non-Ranking Deductible amounts.

Buildings

The building including:

- (1) landlords' fixtures and fittings, annexes and outbuildings
- (2) walls, gates and fences, car parks, barriers, forecourts, roads and pavements
- (3) underground pipes, cables and wires.

Combined Deductible

The amount specified in The Schedule for which You will be responsible in respect of any one occurrence and which will be deducted from the total amount payable under any one or a combination of the Sections of this policy, after the application of all other terms and conditions of this policy including any Average condition.

The Schedule will state if a Deductible is combined and which Sections it applies to.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section.

Deductible(s)

The amount specified in The Schedule for which You will be responsible and which will be deducted from each and every claim, after the application of all other terms and conditions of this policy including any Average condition.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion

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- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
 - (5) earthquake
 - (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
 - (7) storm or flood
 - (8) escape of water from any tank apparatus or pipe
 - (9) falling trees
 - (10) impact by any vehicle or animal or by goods falling from either
 - (11) escape of fuel from any fixed oil heating installation
 - (12) malicious persons other than thieves
 - (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
 - (14) theft or attempted theft
 - (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
 - (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.
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Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Drop-Down Deductible

The amount shown in The Schedule which replaces the Deductible during the remainder of the Period of Insurance, in the event of an Aggregate Deductible Limit being exceeded.

Employee(s)

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
 - (2) outworker or homeworker when engaged in work on Your behalf.
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Excess / Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

Fees

Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, loss of data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Machinery Plant and All Other Contents

Machinery and plant, fixtures and fittings, garden furniture and All Other Contents, Your property or held by You in trust including your interest in any Tenants improvements, fixtures and fittings, structural alterations, additions and decorations.

Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

Non-Ranking Deductible

The amount of non-ranking deductible will be shown in The Schedule. Any claims below this amount will not contribute to the erosion of the Aggregate Deductible Limit.

Claims above the non-ranking deductible amount, up to the amount of the Deductible, will contribute towards the erosion of the Aggregate Deductible Limit in full.

Period of Insurance

From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.

Prescribed Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

Stock and Materials in Trade

Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises. Declarations, if applying, will be stated in The Schedule.

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours, and/or
- (2) not used for the purposes of The Business, and/or
- (3) empty, vacant, disused, untenanted or unfurnished, and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We / Us / Our / Aviva

Aviva Insurance Limited.

You / Your / The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Complaints Procedure

What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

What will happen if you complain

If your complaint is not resolved quickly:

- ü Your complaint will be acknowledged promptly.
- ü A dedicated complaint expert will be assigned to review your complaint.
- ü A thorough and impartial investigation will be carried out.
- ü You will be kept updated of the progress.
- ü Everything will be done to resolve things as quickly as possible.
- ü A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

