



WASTE & RECYCLING POLICY

PROTECTION FOR WASTE AND RECYCLING INDUSTRIES

FIRE AND PERILS
WARRANTY FREE
2018 v1

aspen-insurance.com

BUSINESS WASTE AND RECYCLING POLICY

IA GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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I INTRODUCTION

The parties have entered into this contract in good faith and understand their respective obligations

This is a warranty free policy

You must comply with the terms of this policy at all times

With regards to the events that culminate in a loss. **We** will not rely on a breach of a policy term to decline a claim where **You** can prove that the breach could not have increased the risk of loss which actually occurred in the circumstances in which it occurred

CLAIMS

In the event of a claim please contact **Us**. The best way to do this is using the 24hr telephone line stated in **Your Schedule**. **Our** experienced claims handlers will take the details of **Your** claim and explain to **You** the next steps to ensure the process is as smooth and efficient as possible. Please note that it is important that **You** read and understand the Claims Conditions (found under General Policy Conditions) which explain **Your** responsibilities in the event of a claim.

COMPLAINTS PROCEDURE

Should there be a problem regarding this **Policy** please contact **Your** insurance broker or advisor quoting the **Policy** number shown in **You-r Schedule**.

If **You** still are not satisfied, then please write to:

The Compliance Officer
Aspen Insurance UK Ltd
30 Fenchurch Street
London
EC3M 3BD

Should **You** remain dissatisfied **You** may, if eligible, refer **Your** complaint to the Financial Ombudsman Service at the address below. Details of eligibility can be found on their website at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

CHOICE OF LAW

There is a choice of law applicable to this contract. Unless specifically agreed to the contrary this insurance is subject to English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

GENERAL DATA PROTECTION REGULATION

We will hold all personal data relating to **You** in accordance with all applicable data protection legislation as amended from time to time including but not limited to the Data Protection Act 1998 the Data Protection (Amendment) Act 2003 and when it comes into force the General Data Protection Regulation (Regulation (EU) 2016/679). **Your** personal data may be used by **Us** or any service provider contractor or agent appointed by **Us** in order to administer **Your** policy which shall include but not be limited to underwriting decisions renewal information analysis validation of claims history claims handling fraud detection and debt recovery. **We** will ensure that personal data is stored securely and we will prevent unauthorised access to or loss of such data.

Should you have any queries about data privacy please see www.aspen.co/Terms--Conditions/ or contact DPO@aspen.co

THIRD PARTY RIGHTST

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



Clive Edwards
Insurance Chief Underwriting Officer
Aspen Insurance UK Limited

DEFINITIONS AND INTERPRETATIONS

Your Policy is made up of various sections and documents. These should all be read together as part of the same contract. Definitions are set out below and any word or phrase which has a definition is printed throughout the **Policy** in *italic bold type*. Various specific definitions are set out in individual Sections which relate only to those Sections. Where a more general meaning applies this will be apparent from the way it is used in the **Policy**.

Breakdown

Loss or **Damage** as a result of the actual breaking or burning out of a part of a machine or other equipment while in use arising from electrical or mechanical defect which prevents the machine or equipment from working.

Buildings

The buildings at the **Premises** including:

- (a) landlord's fixtures and fittings
- (b) tenant's improvements but only to the extent of **Your** responsibility
- (c) outbuildings yards forecourts terraces and car parks
- (d) roads pavements and street furniture but only to the extent of **Your** responsibility
- (e) walls gates fences canopies and fixed signs
- (f) Foundations
- (g) piping ducting cables wires and associated equipment on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility.

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Buildings** will be as above but excluding any:

- (a) yard forecourt and car park
- (b) shed lean-to greenhouse open sided or open ended structure
- (c) part of the **Premises** which is not securely locked and fastened when closed for **Business** or left unattended
- (d) **Buildings** empty or not in use.

Business

The description of **Your** occupation used for the purpose of this insurance as shown in the **Schedule**.

Computer Virus

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** in consequence of an **Incident**.

Contents

All property at the **Premises** except **Buildings** and **Stock** which belongs to **You** or for which **You** are responsible including:

- (a) fixtures fittings alterations improvements repairs and decorations
- (b) the contents of water oil gas and fuel tanks and ancillary equipment and pipework
- (c) property in the open yards and spaces adjoining and used in connection with the **Premises**
- (d) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
- (e) **Electronic Data** processing media
- (f) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein

and so far as the same are not otherwise insured;

- (g) directors' employees' and visitors' personal effects not exceeding GBP 500 whilst on **Your Premises**. The term personal effects includes but not limited to tools instruments and pedal cycles.

Damage

Loss or destruction of or damage to property insured.

Deductible

The amount shown in any section of the **Schedule** being the first part of any claim which **You** must pay. Any **Deductible** is applied to each separate **Premises** and is deducted after the application of all other provisions of the **Policy** including any condition of average (underinsurance).

Defined Peril (Cyber Terrorism)

Fire, Explosion, Flood, Escape of Water from any tank, apparatus or pipe (including any sprinkler system),
Impact of Aircraft or any aerial devices or articles dropped from them
Impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
Destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. **Denial of Service Attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Electronic Data

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

Endorsement

Any variation or addition to the terms of the **Policy**.

Estimated Gross Profit

The amount declared by The amount declared by **You** as representing the anticipated **Revenue** which will be earned during the financial year most nearly concurrent with the relevant **Period of Insurance** (proportionately adjusted where the Indemnity Period exceeds 12 months).

Flood

- (a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
(b) inundation from the sea
whether resulting from storm or otherwise

Gross Profit

The amount by which:

- (a) the sum of the **Turnover** and the amount of the closing stock and closing work in progress exceeds
(b) the sum of the amount of the opening stock and opening work in progress and the amount of the **Specified Working Expenses**

The amounts of the opening and closing stocks will be arrived at in accordance with **Your** normal accountancy methods due provision being made for depreciation.

Hacking

Unauthorised access to any computer system, whether Your property or not

Incident

Damage to property used by **You** at the **Premises** for the purpose of the **Business**.

Money

Cash bank notes currency (but excluding cryptographic or virtual money including Bitcoin) notes tokens cheques Giro cheques postal orders money orders bankers drafts bills of exchange unused postage stamps holiday with pay stamps National Savings stamps and certificates TV licence stamps certificates of deposit consumer redemption vouchers National Insurance stamps luncheon vouchers premium bonds trading stamps and vouchers railway travel warrants railway tickets airline tickets which have been authenticated and purchased for use travellers cheques credit company sales vouchers VAT purchase invoices embossed stamps and unexpired franking machine units

Period of Insurance

The **Period of Insurance** shown in the **Schedule**.

Phishing

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

Policy

This document the **Schedule** the specifications and any **Endorsement**.

Pollution

- i) the contamination of the atmosphere or of any water, land or other tangible property by any polluta include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, chemical, waste or disease carrying water droplet).
- ii) any outbreak of legionella.
In respect of ii) above, any such outbreak will be deemed by the Company to be sudden, identifiable, or unexpected.

Premises

The Premises which **You** use for **Your Business** and as detailed in the **Schedule**.

Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident** after account has been taken of the trends of the **Business** and variations or other circumstances affecting the **Business**.

Schedule

The most current **Schedule** issued to **You** which states the **Period of Insurance** the amount of premium payable and details of the cover provided by this **Policy**. The **Schedule** is part of the **Policy** and must be read in conjunction with it.

Specified Working Expenses

- (a) Purchases (less discounts received)
- (b) Discounts allowed
- (c) Carriage Packaging and Freight
- (d) Bad Debts

or as advised by **You** and agreed by **Us**

Standard Turnover

The **Revenue** which would have been earned during the Indemnity Period had the **Incident** not occurred after accounts has been taken of the trends of the **Business** and variations or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred.

Stock

Your stock and materials in trade and work in progress including items:

- (a) belonging to **Your** customers purchased but not delivered
- (b) temporarily in **Your** custody for alteration renovation or repair or otherwise held in trust or on commission unless they are more specifically insured.

Terrorism

- a) **Terrorism** in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) shall mean an act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto
- b) **Terrorism** in any territory other than those stated in a) above shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

In any action suit or other proceedings where **We** allege that by reason of this definition any **Damage** or **Consequential Loss** cost or expense is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that such **Damage** or **Consequential Loss** cost or expense is covered (or is covered beyond that limit of liability) shall be upon **You**

Turnover

The money paid or payable to **You** in respect of goods sold and delivered work done and for services rendered in the course of the **Business** at the **Premises**.

Computer virus

program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Computer virus includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

United Kingdom

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

We / Us / Our

Aspen Insurance UK Limited.

You /Your / Yours

The first party and any associated or subsidiary company named in **Schedule** as Policyholder

I COVER

For each Section shown in the **Schedule** as operative **We** agree to provide cover to **You** in accordance with the provisions of this **Policy** during any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted the premium in respect of:

SECTION 1 – MATERIAL DAMAGE

any of the property described in the **Schedule** suffering **Damage** due to a Contingency shown in the **Schedule** when **We** will pay for the value of the property at the time of the **Damage** or at **Our** option reinstate or replace such property or any part of it

SECTION 2 – BUSINESS INTERRUPTION

any **Building** or other property used by **You** at the **Premises** for the purpose of the **Business** suffering **Damage** due to a Contingency shown in the **Schedule** when **We** will pay for the amount of any **Consequential Loss**.

I CONTINGENCIES

Cover under the various Sections of this **Policy** are only operative for the contingencies shown in the **Schedule** where applicable

1. Fire

- (a) Fire but excluding **Damage** or **Consequential Loss** caused by:
 - (i) explosion resulting from fire
 - (ii) earthquake subterranean fire riot or civil commotion
 - (iii) the property's own spontaneous fermentation or heating; or
 - (iv) the property undergoing any heating or any process involving the application of heat.
- (b) Lightning
- (c) Explosion
 - (i) of gas or boilers used for domestic purposes only
 - (ii) of any other boilers or economisers on the **Premises** but excluding **Damage** or **Consequential Loss** caused by earthquake or subterranean fire.

2. Explosion

Explosion excluding in respect of:

- (a) (i) **Damage** resulting from the bursting of a boiler or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
- (ii) **Damage** to or of vessels machinery or apparatus or their **Contents** resulting from their explosion
- (b) **Consequential Loss** resulting from the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to or under **Your** control.

3. Aircraft

Aircraft and other aerial devices or articles dropped from them.

4. Riot and Malicious Damage

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:

- (a) **Damage** or **Consequential Loss**
 - (i) arising from confiscation requisition or destruction by order of the government or any public authority or from cessation of work
 - (ii) caused (other than by fire or explosion) by theft attempted theft or malicious persons not acting on behalf of or in connection with any political organisation in respect of any **Buildings** empty or not in use
- (b) **Consequential Loss** arising from deliberate **Damage** erasure distortion or corruption of information on records data or software.

5. Earthquake or Subterranean Fire.

6. Fire only resulting from the property's own spontaneous fermentation or heating.

7. Storm

Storm excluding **Damage** or **Consequential Loss**

- (b) attributable solely to change in the water table level
- (c) caused by frost subsidence ground heave or landslip
- (d) in respect of movable property in the open fences and gates.

8. Storm and Flood

Storm and Flood excluding **Damage** or **Consequential Loss**

- (a) attributable solely to change in the water table level
- (b) caused by frost subsidence ground heave or landslip
- (c) in respect of movable property in the open fences and gates.

9. Escape of Water

Escape of water from any tank apparatus or pipe excluding **Damage** or **Consequential Loss**

- (a) caused by water discharged or leaking from any automatic sprinkler installation
- (b) in respect of any **Premises** which:
 - (i) is insufficiently equipped for business use
 - (ii) has not been occupied for 30 consecutive days.

10. Impact Third Party

Impact by any road vehicle or animal not belonging to nor under the control of **You** or any of **Your** employees.

11. Impact

Impact by any road vehicle or animal.

12. Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation excluding **Damage** or **Consequential Loss**

- (a) in respect of any **Premises** which:
 - (i) is insufficiently equipped for business use
 - (ii) has not been occupied for 30 consecutive days
- (b) caused by explosion earthquake subterranean fire or heat caused by fire.

13. Subsidence

Subsidence or ground heave of any part of the site on which the property stands or landslip excluding:

- (a) (i) **Damage** to yards car-parks roads pavements walls gates and fences unless also affecting the structure of other parts of the **Buildings** insured by this Section
- (ii) **Consequential Loss** resulting from **Damage** to yards car-parks roads pavements walls gates and fences unless the structure of other parts of the **Buildings** are also damaged thereby

- (b) **Damage** resulting from:
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) **Damage** resulting from destruction or damage which originated prior to the inception of this cover
- (d) **Damage** resulting from:
 - (i) demolition construction structural alteration or repair of any property; or
 - (ii) groundworks or excavationat the same **Premises**.

14. Theft

Theft or attempted theft

- (a) involving entry to or exit from **Buildings** by forcible and violent means; or
 - (b) following actual or threatened assault or violence on the **Premises**
- including **Damage** to the **Buildings** for which **You** are responsible but excluding
- (a) **Damage** to
 - (i) motor vehicles and their accessories
 - (ii) livestockunless such items are specifically mentioned as insured
 - (b) **Damage** caused by
 - (i) fire
 - (ii) explosion (other than the use of explosives to facilitate theft provided explosion is not otherwise insured)
 - (iii) any person or persons obtaining any of the property insured by deception
 - (iv) any person lawfully on the **Premises**

- (v) acts of deception unless deception is used only to gain entry to the **Premises**
- (c) **Damage** caused (other than by fire or explosion) by theft attempted theft or malicious persons not acting on behalf of or in connection with any political organisation in respect of any **Premises** which
 - (i) is insufficiently equipped for business use
 - (ii) has not been occupied for 30 consecutive days
- (d) any part of the **Premises** which is not securely locked and fastened when closed for **Business** or left unattended
- (e) **Buildings** empty or not in use
- (f) **Consequential Loss**.

I SECTION 1 – MATERIAL DAMAGE

This Section applies only where shown as operative in the *Schedule*.

SETTLEMENT OF CLAIMS

Buildings and Contents

1. **We** will pay for the reinstatement of the **Damage** subject to the following **SPECIAL CONDITIONS**.
Reinstatement means
 - (a) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site
 - (b) the repair or restoration of property damagedin either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.
2. **You** have provided the Declared Value (shown in brackets on the *Schedule*) for each of the relevant items and the premium has been calculated accordingly. Declared Value means **Your** assessment of the cost of reinstatement of the property insured arrived at in accordance with paragraph 1. (a) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
 - (a) the additional cost of reinstatement to comply with public authority requirements
 - (b) professional fees
 - (c) debris removal costs.

SPECIAL CONDITIONS

1. At the inception of each **Period of Insurance** **You** must notify **Us** of the Declared Value of the property insured by each item. In the absence of such declaration the last amount declared by **You** will be taken as the Declared Value for the ensuing **Period of Insurance**.
2. If at the time of **Damage** the Declared Value of the property covered by such item is less than the cost of reinstatement (as defined in paragraph 2. above) at the inception of the **Period of Insurance** then **Our** liability for any **Damage** is limited. The most **We** will pay is the proportion of the **Damage** which the Declared Value bears to such cost of reinstatement.
3. **Our** liability for the repair or restoration of property damaged in part only is limited to the amount which would have been payable had such property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this clause will be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement has been incurred
 - (c) if the property insured at the time of any **Damage** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
5. All other provisions of the **Policy** shall apply
 - (a) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
 - (b) where claims are payable as if this clause had not been incorporated except that the maximum payable for any item will be the sum insured shown in the *Schedule*.
6. For the purpose of determining where necessary the heading under which any property is insured it is agreed to accept the designation under which such property has been entered in **Your** books.

Stock

We will pay the value of the **Stock** at the time of the **Damage** or at **Our** option reinstate or replace such **Stock** or any part of it provided that the most **We** will pay for will not exceed the sum insured stated in the **Schedule**.

EXTENSIONS

1. Additional Interests

We acknowledge that third parties may be interested in the insurance by this policy and in the event of **Damage** such third parties and the nature of their interests in **Buildings Contents** and **Stock** damaged are to be declare to **Us**

2. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this Section provided that **You** pay an appropriate additional premium if required by **Us** from the date of the **Damage** giving rise to the claim and effect any reasonable additional protections required by **Us** to prevent a further occurrence of **Damage**

3. Capital Additions

The insurance by this Section includes

- (a) any newly acquired **Buildings** or **Contents** in **United Kingdom** provided the same are not otherwise insured; and
- (b) alterations additions and improvements to **Buildings** or **Contents** but not in respect of any appreciation in value

during the current **Period of Insurance** at any of the **Premises** insured provided that

- (i) at any one situation this cover will not exceed 10% of the total sum insured on such property or GBP 2,500,000 whichever is the less
- (ii) **You** undertake to give particulars of such Extension of cover as soon as practicable and to effect specific insurance retrospective to the date of the commencement of **Our** liability
- (iii) the provisions of this Extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

4. Contracting Purchasers

In the event that **You** have contracted to sell the interest in the **Buildings** the contracting purchaser who completes the purchase will have the benefit of the insurance by this Section up to the date of completion if and insofar as the **Buildings** are not otherwise insured and without prejudice to **Our** rights and liabilities.

5. Contract Price

Our liability shall be based on the contract price in respect of goods sold but not delivered for which **You** are responsible and which are subject to a sale contract which following **Damage** is cancelled by reason of its conditions.

6. Debris Removal

Unless specifically insured by this Section items relating to **Buildings Contents** and **Stock** extend to include reasonable costs and expenses necessarily incurred by **You** with **Our** consent in

- (a) removing debris from
- (b) clearance or repair of drains sewers or gutters
- (c) dismantling and / or demolishing

- (d) shoring up or propping

the portion or portions of the property insured destroyed or damaged by any cause not excluded but excluding any costs or expenses

- (i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from **Pollution** of property not insured by this Section.

The most **We** will pay following **Damage** including such costs is the sum insured by the relative item stated in the **Schedule**.

7. **Electronic Data Processing Media Valuation**

Should **Electronic Data** processing media insured by this **Policy** suffer **Damage** then the basis of valuation will be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating gathering or assembling such **Electronic Data**. If the media is not repaired replaced or restored the basis of valuation will be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other part even if such **Electronic Data** cannot be recreated gathered or assembled.

8. **Fire Extinguishing Expenses and Alarm Resetting Expenses**

We will pay for costs and expenses necessarily and reasonably incurred by **You** in

- (a) recharging replenishing or replacing fire extinguishing appliances
- (b) recharging of gas extinguishing installations
- (c) refilling sprinkler tanks where costs are metered
- (d) replacing sprinkler heads in automatic sprinkler installations
- (e) resetting fire and intruder alarms and closed circuit television systems

as a result of **Damage** to property insured caused by fire at the **Premises**. The most **We** will pay following **Damage** including such costs is the sum insured by the relative item stated in the **Schedule**.

9. **Payments on Account**

Payments on account of valid claims may be made at **Our** discretion upon **Your** request

10. **Professional Fees**

Unless specifically insured by this Section the sums insured on **Buildings** and **Contents** include amounts for professional fees necessarily and reasonably incurred in the reinstatement of **Damage** (but not such fees for the preparation of claims). The most **We** will pay for the **Damage** (including such fees) is the sum insured by the relative item stated in the **Schedule**.

11. **Public Authorities**

Where following **Damage** **We** pay for the reinstatement of **Buildings** and/or **Contents** allowance will be made in the settlement of claims for costs incurred by **You** solely to comply with European Union legislation or government or local authority requirements in respect of

(a) the property insured which suffers **Damage**

(b) undamaged portions thereof

Excluding

(a) the cost incurred in complying with any of the aforesaid legislation or requirements

(i) in respect of **Damage** occurring prior to the granting of this Extension

(ii) in respect of **Damage** not insured by this Section

(iii) under which notice has been served upon **You** prior to the happening of the **Damage**

(iv) in respect of property entirely undamaged by any cause hereby insured against

(b) the additional cost that would have been required to make good the property suffering **Damage** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid legislation or requirements not arisen

(c) the amount of any charges or assessment arising out of the capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid legislation or requirements

provided that

(a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid legislation or requirements so necessitate) subject to **Our** liability under this Extension not being thereby increased

(b) if **Our** liability under this **Policy** apart from this Extension is reduced by the application of any of the provisions of this **Policy** then **Our** liability under this Extension will be reduced in like proportion

(c) the total amount recoverable under this Extension will not exceed

(i) in respect of undamaged portions of property other than foundations 15% of the total amount for which **We** would have been liable had the property been wholly destroyed

(ii) the sum insured on the property suffering **Damage**

(d) all provisions of this **Policy** except in so far as they are varied hereby will apply as if they had been incorporated herein.

12. **Sprinkler Upgrade Costs**

We will pay the costs incurred by **You** in upgrading an automatic sprinkler installation in accordance with the current Loss Prevention Council (LPC) Rules solely as required by **Us** as a result of **Damage** to the **Buildings** provided that at the time of **Damage** the installation conformed to the LPC rules in force at the time of the original installation.

CONDITIONS

1. Average (underinsurance)

If at the time of the happening of any **Damage** to the property insured by any item (other than those applying solely to fees rent removal of debris or private dwelling houses) the sum insured by that item is less than the total value of the property to which it applies **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the **Damage** accordingly.

2. Fire Protection

- (a) All fire protection equipment on **Your Premises** must be
 - (i) installed in accordance with manufacturers' specifications
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
- (b) **You** must inform **Us** immediately if
 - (i) **You** discontinue using any fire alarm or automatic sprinkler installation
 - (ii) water supplies used for sprinklers are turned off
 - (iii) there are alterations to any sprinkler installation or **Your Buildings** which may affect the installation

Breach of this condition will only invalidate claims in respect of **Damage** by fire to property insured at the **Premises** at which the breach of condition has occurred.

3. Security Requirements

- (a) Any intruder alarm system required by **Us** must be
 - (i) installed in accordance with the manufacturer's schedule agreed by **Us**
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
 - (iii) tested and set whenever the alarmed portion of the **Premises** is closed for business or not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises**
- (b) Any other additional protection required by **Us** must be fitted in accordance with its requirement and together with all other devices for the protection of the property must be kept in good order and put into full effective operation when the **Premises** are closed for **Business** to customers or callers or are unattended
- (c) All keys including duplicate keys relative to the security of the **Premises** must be removed from the secured **Premises** when closed for **Business** or left unattended
- (d) **You** must advise **Us** immediately of any notice from the police or a security organisation that intruder alarm system signals will be disregarded where the system is required by **Us**.

Breach of this condition will only invalidate claims in respect of theft or attempted theft of property whilst contained in the **Premises** at which the breach of condition has occurred.

4. Unoccupied Premises

Notice must be given to **Us** when any **Premises** become unoccupied or when unoccupied **Premises** or a portion thereof is again occupied and a suitable additional premium paid if required. Breach of this condition will only invalidate claims in respect of **Premises** at which the breach of condition has occurred.

SECTION 2: BUSINESS INTERRUPTION

This Section applies only where shown as operative in the *Schedule*.

SETTLEMENT OF CLAIMS

The *Schedule* will indicate which Basis of Cover is in force.

1. Basis of Cover – Increase in Cost of Working only

In the event of **Consequential Loss** *We* will pay for the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing any interruption or interference with the **Business** during the Indemnity Period in consequence of the **Incident** but not exceeding

- (a) 50% of the sum insured shown in the *Schedule* for such additional expenditure arising in the first 3 months following the date of the **Incident**
- (b) 15% of the sum insured shown in the *Schedule* for such additional expenditure incurred in any one month after the first 3 month period has elapsed.

SPECIAL CONDITIONS

- (1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the *Schedule* as the Maximum Indemnity Period.
- (2) The most **We** will pay in respect of any one claim is the sum insured stated in the *Schedule*.

2. Basis of Cover – Gross Profit Flexible Limit of Loss

In the event of **Consequential Loss** *We* will pay for:

- (a) loss of **Gross Profit** due to reduction in **Turnover** and / or
- (b) Increase in Cost of Working

and the amount payable as indemnity hereunder shall be:

1. in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the Indemnity Period shall in consequence of the **Incident** fall short of the **Standard Turnover**.
2. in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred in consequence of any interruption or interference with the **Business** during the Indemnity Period hereunder but not exceeding
 - (a) 50% for such additional expenditure arising in the first 3 months following the date of the **Incident**
 - (b) 15% for such additional expenditure incurred in any one month after the first 3 month period has elapsed.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the **Business** out of **Gross Profit** which may cease or be reduced in consequence of the **Damage**.

SPECIAL CONDITIONS

- (1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the *Schedule* as the Maximum Indemnity Period.
- (2) The most **We** will pay in respect of any one claim is the Flexible Limit of Loss as stated in the *Schedule* subject to any limits stated otherwise in this section.

Provided that if the sum insured on **Gross Profit** as declared by **You** at the commencement of the **Period of Insurance** be less than the sum produced by applying the **Rate of Gross Profit** to the Annual **Turnover** (or to a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

The Sum Insured as shown in the *Schedule* is **Your Gross Profit** on which the premium for each **Period of Insurance** is calculated accordingly.

3. Basis of Cover – Gross Profit

In the event of **Consequential Loss** **We** will pay for loss of **Gross Profit** due to

(a) Reduction in **Turnover**

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

(b) Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Incident** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of any reduction avoided by such expenditure

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

SPECIAL CONDITIONS

(1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period.

(2) The most **We** will pay in respect of any one claim is 133.33% of the **Estimated Gross Profit** as stated in the **Schedule** subject to any limited stated otherwise in the section.

4. Basis of Cover – Additional Increase in Cost of Working

In the event of **Consequential Loss** **We** will pay for additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** during the Indemnity Period in consequence of the **Incident** beyond that amount recoverable under paragraph (b) Increase in Cost of Working Basis of Cover – **Gross Profit(3)**

SPECIAL CONDITIONS

(1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period.

(2) The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**.

CONDITIONS

1. **Accountants**

We will pay for the reasonable charges payable by **You** to professional accountants for producing details or evidence as may be required by **Us**.

2. **Alternative Trading**

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the revenue during the Indemnity Period.

If following an **Incident** **You** hold a salvage sale any revenue obtained will be taken into account in settlement of any claim in respect of that **Incident**.

3. **Automatic Reinstatement**

The sum insured will not be reduced by the amount of any claim payable under this Section provided that **You** pay if required by **Us** appropriate additional premium from the date of the **Incident** giving rise to the claim.

4. **Departmental Clause**

5. **Payments on Account**

Payments on account for valid claims under this Section may be made at **Our** discretion upon **Your** request.

6. Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against any company standing in the relation of holding subsidiary or fellow subsidiary to **You** in each case as defined by current legislation

The following **OPTIONAL EXTENTIONS** only apply if shown as operative in the Schedule.

7. Extension of Premises

Consequential Loss at the undernoted situations (if shown as operative in the **Schedule**) will be deemed to be **Consequential Loss** resulting from **Damage** to property used by **You** at the **Premises** provided that after the application of all provisions of the Section the most **We** will pay in respect of any one **Incident** is the limit stated in the **Schedule**

- (a) Contract Sites
Any situation in the **United Kingdom** not in **Your** occupation where **You** are carrying out a contract
- (b) Customers
 - (i) Specified – the premises of the customers stated in the **Schedule**
 - (ii) Unspecified – the premises of any of **Your** customers situate in the **United Kingdom**
- (c) Prevention of Access
Damage to property in the vicinity of the **Premises** which prevents or hinders the use of the **Premises** or access thereto whether the **Premises** or property belonging to **You** is damaged or not
- (d) Public Utilities
Property at any of the following undertakings or suppliers (including the connecting underground cables and pipes up to the supply feed at the **Premises**)
 - (i) generating station or substation of the public electricity supply undertaking
 - (ii) land based premises of the public gas supply or any linked natural gas producer
 - (iii) water works or pumping station of the public water supply undertaking
 - (iv) land based premises of the public telecommunications undertaking from which **You** obtain electricity gas water or telecommunications services all within the **United Kingdom**

We will not be liable for any **Consequential Loss** resulting from the first 24 consecutive hours of any one **Incident**

- (e) Storage Sites and Transit
Premises in the **United Kingdom** not in **Your** occupation but where **Your** property is stored including whilst in transit thereto and therefrom by road rail or inland waterway but excluding **Consequential Loss** in so far as it relates to impact to the conveying vehicle
- (f) Suppliers
 - (i) Specified – the premises of the suppliers stated in the **Schedule**
 - (ii) Unspecified – the premises of any of **Your** suppliers manufacturers or processors of components goods or materials situate in the **United Kingdom** but excluding the premises of any public supply undertaking from which **You** obtain electricity gas water or telecommunications services

8. Motor Vehicles Extension

The insurance by this section shall extend to include **Consequential Loss** where such **Consequential Loss** arises following **Damage** to **Your** motor vehicles in the **United Kingdom** at **Premises** in the occupation of **You** provided that after the application of all provisions of the section the most **We** will pay in respect of any one .

TERRORISM EXTENSION

This extension applies only where shown as operative in the *Schedule*

Notwithstanding Policy Exclusions 2 3 4 6 and 7 in respect of the *Period of Insurance* stated in the *Schedule* this insurance shall extend to include **Damage** and **Consequential Loss** resulting from an **Act of Terrorism** insofar as and to the extent that the property is insured in England Wales or Scotland (but not adjacent territorial seas as defined by the Territorial Sea Act 1987)) subject to all the terms conditions and limitations of the *Policy* except as varied below

EXCLUSIONS

We will not pay for

- (1) for **Residential Property** insured by a **Private Individual**
- (2) for war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (3) in respect of any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**
- (4) any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss caused by or contributed to by or arising from Damage to any computer or other equipment or component or system or item which processes stores transmits or receives **Electronic Data** and whether **Your** property or not where such **Damage** is caused by **Computer Virus** or **Phishing** or **Hacking** or **Denial of Service Attack**

However, other than **Money, Goods In Transit** or loss of **Electronic Data** **We** will cover **Damage** occurring during the *Period of Insurance* to **Buildings Contents Stock** and electronic equipment insured by this Extension directly caused by **Defined Perils** if such damage results from any of the matters described above subject to all terms conditions and Exclusions of this Extension but **We** will not cover any concurrent or subsequent **Damage**

Furthermore where cover is provided under **Section 2 – Business Interruption** and as a result of an **Act of Terrorism** the amount suffered directly by you by way of loss of or reduction in **Gross Profit, Gross Rentals, Revenue** or increased cost of working as a direct result of

- (a) Damage to **Building Contents Stock** and electrical equipment and / or
- (b) Denial prevention or hindrance of access to or use of the by reason of an **Act of Terrorism** causing **Damage** to other property within one mile of **Your Premises** and **You** are prevented from accessing **Your Premises** cover will be provided by this Exclusion

We will not cover any **Damage** proximately caused by any acts in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state

SPECIAL CONDITIONS

- (1) In any action suit or other proceedings where **We** allege that any damage or loss resulting from **Damage** is not covered by this policy the burden of proving that such **Damage** or loss is covered will be upon **You**
- (2) Any terms in the policy which provide for adjustments of premium based upon declarations on expiry or during the *Period of Insurance* do not apply to this Terrorism Extension
- (3) Any Long Term Undertaking applying to the policy does not apply to this Terrorism Extension
- (4) Any provision for the automatic reinstatement of Sums Insured in this *Policy* shall not apply to this Extension

DEFINITIONS APPLICABLE TO THIS TERRORISM EXTENSION

Act of Terrorism

Any acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto and which happens per any one **Event**

Event

all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **Act of Terrorism**, and **We** may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the **You** as a result of the **Act of Terrorism** in question; and an Event shall be taken to arise in the Period of Insurance in which such 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the contract of direct insurance concerned.

Nuclear Installation

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

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

Nuclear Reactor

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

Phishing

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

Private Individual

Any person other than

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

The definition of **Private Individual** will also include two or more persons where insurance is arranged in their several names and/or the title of the insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured

Residential Property

- (a) houses and blocks of flats and other dwellings insured in the name of a Private Individual
- (b) household goods and personal effects of every description

GENERAL POLICY CONDITIONS

1. Fundamental Conditions

- (a) **You** have a duty at inception and renewal of this **Policy** and a continuing duty throughout the **Period of Insurance** to disclose all facts that are material to this **Policy** including those relating to any claim
If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**
- (b) **You** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums

2.

Your Obligations

You must

- (a) give immediate notice to **Us**
 - (i) of anything which materially affects the risk insured specifically anything which might increase the risk of loss or **Damage**
 - (ii) once **You** have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this **Policy**
- (b) take all reasonable care to
 - (i) prevent accidents or **Damage**
 - (ii) maintain all **Premises** plant and equipment and everything used in connection with **Your Business** in proper repair
- (c) on any defect or danger becoming apparent either
 - (i) immediately make good or remedy any such defect or danger or
 - (ii) take such additional precautions as the circumstances require to avoid such defect or danger

3. Claims Conditions

The following conditions explain the actions and co-operation required by **You** regarding the handling of claims. No claim will be paid unless full and complete adherence to these conditions is maintained by **You**.

You must

- (a) give immediate notice to **Us** of anything which may give rise to a claim being made against **You** or for which **You** intend to seek indemnity under this **Policy**
- (b) provide **Us** with such particulars as **We** may require in connection with such circumstances
- (c) give all information and assistance required by **Us** in connection with such circumstances
- (d) neither make any admission of liability nor any offer promise or payment in connection with such circumstances without **Our** written consent
- (e) in respect of loss or **Damage** caused by theft or malicious persons or fraud or dishonesty give immediate notice to the police
- (f) use all due diligence to do and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** and to avoid or diminish loss.

4. Administrative Conditions

- (a) **We** may at any time and at **Our** discretion waive **Our** rights under any of the **GENERAL POLICY CONDITIONS** but this will not waive or limit **Your** obligations or **Our** rights in respect of any other **GENERAL POLICY CONDITIONS**
- (b) Any claimant under this **Policy** shall at **Our** request and expense execute and deliver instruments and papers and take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **You** shall do nothing to prejudice such rights

- (c) **We** will be entitled at any time and at **Our** discretion to
 - (i) take over and conduct in **Your** name the defence of or the settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or Damages against all other parties or persons
 - (ii) cancel this **Policy** by sending fourteen days' notice by recorded delivery post to **You** at **Your** last address known to **Us** together with any appropriate refund of premium.
- (d) Notwithstanding the provisions of condition 4.(c) (ii) above if **We** agree to accept payment by instalments then in the event of any default in payment of any instalment by **You** the full outstanding balance will become payable immediately. If **You** then fail to pay such amount within seven days' of **Our** notice to **You** of the default in payment **We** may cancel this **Policy** by seven days' notice in writing to **You**.
- (e) Unless otherwise stated elsewhere in this **Policy** if at the time of any loss or **Damage** there is any other insurance or security guarantee effected by **You** or on **Your** behalf covering such loss **Our** liability will be limited to **Our** rateable proportion of such loss or **Damage**. Further in respect of items on **Buildings Contents** and **Stock** only (as insured under Section 1) if any such other insurance is subject to average (underinsurance) this **Policy** if not already subject to any condition of average will be subject to average in like manner. If any other insurance effected by **You** or on **Your** behalf covers any property insured any Section but is subject to any provision wholly or partly excluding it from ranking concurrently with this **Policy** or from contributing rateably to the loss or **Damage** or **Breakdown** **Our** liability will be limited to such proportion of the loss or **Damage** or **Breakdown** as the sum insured bears to the value of the property.
- (f) On the happening of any loss or **Damage** in respect of which a claim is or may be made under this **Policy** **We** and any person authorised by **Us** may
 - (i) enter take or keep possession of the **Premises** where such loss or **Damage** has occurred
 - (ii) take possession of or require to be delivered to them the insured property
 - (iii) deal with such property for all reasonable purposes and in any reasonable manner without thereby incurring any liability or diminishing any of **Our** rights under this Section

5. Survey

We may make arrangements to complete a survey or surveys of the **Premises** or of any other location(s) During the **Period of Insurance** and before the date agreed for any site survey **We** will provide insurance cover under the terms and conditions specified in the policy

When a site survey is undertaken Risk Improvements may arise

If **You** have not completed any Risk Improvements advised to **You** within completion time scales agreed with **Us** or in **Our** opinion the risk (or any part thereof) is revealed post-survey to be unsatisfactory then **We** will have the right to review the policy terms and conditions or to suspend or withdraw cover and **We** will advise **You** of any such revision

If **You** do not accept any revised terms or conditions of cover or premium **You** can cancel this policy and will be entitled to a proportionate refund of premium provided that no claim has been made during the current **Period of Insurance**

If **We** suspend or withdraw cover then **You** will be entitled to a proportionate refund of premium

6. Waste Licence Compliance Condition

You must at all times operate within the restrictions limitations and conditions imposed on **You** by any Licence Permit or Exemption issued by any Government Agency or Local Authority in respect of the handling processing storage or disposal of any material. Any breach of any restriction limitation or condition of such Licence Permit or Exemption shall render the **Policy** null and void from the time at which such breach occurs and **We** shall refund premium to **You** on a pro-rata basis for the period between the date of breach and the expiry date of this **Policy** stated in the **Schedule**.

7. External Storage Condition

You must

- (a) keep all external storage at least 10 metres from any Building except any storage kept in lidded metal containers with lockable lids;
- (b) keep all external storage at least 2.5 metres from any external boundary fence;
- (c) carry out and maintain a record of weekly inspections to ensure compliance with (a) and (b) above;
- (d) restrict all external storage to a maximum of 4 metres in height;
- (e) maintain a distance of 4 metres separation between stacks of externally stored material.

To the extent to which any requirements under the Waste Licence Compliance Condition and the Health and Safety Compliance Condition are more onerous than those set out in this External Storage Compliance Condition, the requirements of the Waste Licence Compliance Condition and/or Health and Safety Compliance Condition (as applicable) shall prevail.

8 Smoking Condition

Smoking is not allowed on the **Premises** unless it is restricted to designated areas not within 10 metres from any storage in the open. Metal receptacles for waste smoking materials must be provided in this designated area.

9 Waste Burning Condition

There shall be no waste burning at the **Premises**

10 Portable Heater Condition

No form of portable heating appliance may be used

I GENERAL POLICY EXCLUSIONS

We will not pay for

1. The amount of any **Deductible**.
2. **Damage** or **Consequential Loss** or **Breakdown** directly or indirectly resulting from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.
3. **Damage** or **Consequential Loss** or **Breakdown** or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
 - (e) pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds
4. **Damage** caused by **Pollution** but this will not exclude **Damage** to the property insured not otherwise excluded caused by
 - (a) **Pollution** which results from an insured Contingency
 - (b) an insured Contingency which results from **Pollution**.
5. **Damage** or **Consequential Loss** or **Breakdown** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.
6. **Damage** or **Consequential Loss** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
This policy also excludes loss or destruction of or damage to property or any consequential loss directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**
7. any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss caused by or contributed to by or arising from **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives **Electronic Data** and whether **Your** property or not where such **Damage** is caused by **Computer virus** or **Phishing** or **Hacking** or **Denial of Service Attack**
However **We** will cover physical damage occurring during the **Period of Insurance** to property insured by this **Policy** directly caused by fire or explosion if such damage results from any of the matters described above subject to all terms conditions and Exclusions of this **Policy**
8. **Damage** or **Consequential Loss** directly or indirectly caused by consisting of or arising from or connected with the failure or inconsistency in performance or function of any equipment whether **Your** property or not and whether occurring before during or after the year 2000 where such equipment is affected by any failure
 - (a) correctly to recognise or establish any date as its true calendar date

- (b) to recognise capture save retain and / or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and / or associated algorithms or rules
- (c) to recognise capture save retain and / or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and / or associated algorithms or rules

but that this will not exclude resultant **Damage** or **Consequential Loss** not otherwise excluded which itself results from a Defined Contingency.

For the purposes of this exclusion only Defined Contingency means Fire Explosion Aircraft Riot and Malicious Damage Earthquake Subterranean Fire Storm and Flood Escape of Water Impact Sprinkler Leakage and Theft.

LONG TERM UNDERTAKING

Only applicable if shown in the **Schedule** and does not apply to any **Terrorism Extension**

You undertake to offer at each renewal until the expiry date shown in the **Schedule** the insurance under this policy on the terms and conditions in force at the expiry of each **Period of Insurance** and to pay the premiums annually in advance it being understood that

- (a) **We** shall be under no obligation to accept an offer made in accordance with the said undertaking
- (b) the sums insured or limits of indemnity or liability may be reduced at any time to correspond with any reduction in value or business
- (c) if **You** do not offer at each renewal the insurance to **Us** in accordance with this undertaking **You** shall remit to **Us** 20% of the renewal premium(s) that would have been payable by **You** which **You** agree represents a fair valuation of **Our** loss of expectation for the remaining period of this undertaking

This undertaking applies to any policy(s) which may be issued by **Us** in substitution for this policy