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AXA Business Insurance

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Meaning of defined terms

Contents section

Your schedule will show if this section is covered

Meanings of defined terms

These definitions apply to this section and are in addition to the policy definitions that have already been described in the Essential Information document. If a word or phrase has a defined meaning it will be underlined and will have the same meaning wherever it is used in this section.



Business interruption

Loss, resulting from interruption of or interference with the business as a result of damage to property used by you, for the purpose of the business at the premises.



Contents

All Contents (other than computer and electronic office machinery and stock) including

- 1) landlords fixtures and fittings, interior decorations
- 2) employee's personal effects (up to £1,000 for any one person)
- 3) goods in trust
- 4) plans, deeds, briefs, manuscripts, books, documents and office records (up to £1,000 for any one item)
- 5) computer discs and tapes (up to £1,000 for any one item)

belonging to you or which you are responsible for as shown in your schedule.



Computers and electronic office machinery

Computers, software, ancillary equipment and electronic business machinery and equipment belonging to you or which you are responsible for being used in connection with or for the purposes of the business.



Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives data.



Damage

Accidental loss or destruction or damage



Data

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

Deep fat frying

Cooking method where food is submerged in hot fat or oil.



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 <u>computer systems</u>. Denial of service attacks include, but are not limited to, the generation of <u>excess</u> traffic into network addresses, the exploitation of system or network weaknesses, the generation of <u>excess</u> or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.



Empty

Wholly unoccupied, mainly unoccupied or not in use by you for more than 30 consecutive days.

Meaning of defined terms



Flood

Damage caused by

- 1) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2) inundation from the sea
- 3) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.



Hacking

Unauthorised access to any computer systems, whether your property or not.

Hazardous cooking

The cooking or preparation of food of food using any of the following deep fat frying, salamander grill, char broilling, char grill, flash or wok frying, shallow or hob frying



Insured person(s)

You and any of your principals, partners, directors or employees.



Means of conveyance

The method in which goods are carried. In a vehicle belonging to or leased by you or your employee or under a contract of carriage with a third party.



Money

Negotiable money and non negotiable money belonging to you or which you are responsible for.



Negotiable money

Cash, bank and currency notes, uncrossed cheques, giro cheques, uncrossed postal orders, uncrossed money orders, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers.



Non negotiable money

Credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank cheques, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.



Phishing

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



Property insured

The computer and electronic office equipment, stock and contents items where shown as covered in your schedule.



Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as standard construction.



Stock

- 1) High risk stock including stock of fur or items made of fur up to £5000
- 2) Stock of prescription drugs or medicines
- 3) all other stock including stock and materials in trade including work in progress, finished goods and customers goods belonging to you or held in trust by you for which you are responsible.
- 4) Non-ferrous metals used for medical or dental treatments shown in your schedule

Meaning of defined terms



Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including, but not limited to the use of force or violence and or 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 put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.



Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees and wasps or hornets.



Virus or similar mechanism

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 meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

What is covered

What is covered	What is not covered	
We will pay you for damage to the property insured used in connection with the business at the premises by any of the following Causes occurring during the period of insurance. We will pay the value of the property insured at the time of the damage, or for the amount of the damage, or at our option reinstate or replace the property insured or any part of it in accordance with the following Basis of claims settlement.		
Basis of claims settlement		
1) Claims for the total loss or destruction of computers and electronic office machinery and contents items will be settled on the basis of replacement of property similar to but no better or more extensive than the items when new.		
2) Claims for partial damage to computers and electronic office machinery and contents items will be settled on the basis of restoration to a condition no better or more extensive than the condition of the items when new.		
3) Claims for computer systems, records, documents, manuscripts, business books, accounting records and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records, but we will not cover		
a) any expenses in connection with producing information to be recorded on them		
b) the value to you of the information contained in them.		
4) Claims for stock will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.		
No payment will be made beyond the amount which would have been payable under this section in the absence of this cover until the cost of reinstatement has actually been incurred.		
Causes		
1) Fire, lightning or earthquake		
2) Explosion excluding damage caused by or consisting of the bursting of a boiler economiser or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only, that belongs to you or is under your control.		
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What is covered	What is not covered
Causes (continued)	
3) Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious people	 We will not cover a) damage caused by confiscation, destruction or requisition by order of the Government or any public authority b) damage arising from stoppage of work c) damage caused by your employees, tenants or any other person lawfully on your premises d) damage to any portion of the building which is empty e) damage caused by theft or attempted theft f) the excess shown in your schedule.
4) Storm or flood	 We will not cover a) damage due to a change in the water table level b) damage resulting from frost, subsidence, ground heave or landslip c) damage to moveable property in the open d) damage to property insured stored in the lowest storey of the premises unless raised at least six inches (150mm) above floor level e) damage to property insured in any portion of the building which is empty f) the excess shown in your schedule.
5) Escape of water from any tank, apparatus or pipe	 We will not cover a) damage caused by freezing in any outbuildings b) damage to property insured stored in the lowest storey of the premises unless raised at least six inches (150mm) above floor level c) damage to property insured in any building which is empty d) the excess shown in your schedule.
6) Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by an animal.	the excess shown in your schedule
7) Leakage of fuel oil from any fixed heating installation	We will not covera) damage to property insured in any building which is emptyb) the excess shown in your schedule.
8) Theft or any attempted theft involving entry to or exit from the premises by forcible and violent means	We will not cover a) damage to any property insured in any building which is empty b) damage caused by your employees, tenants or any other person lawfully on your premises c) the excess shown in your schedule

What is covered	What is not covered
Causes (continued)	
9) Any other accidental damage occurring at your premises	We will not cover a) damage which is excluded under Causes 1 to 8 or under optional Cause 10 if covered or under 'What is not covered' of the Contents section b) damage caused by or resulting from i) wear and tear, the action of light or atmosphere, moths, vermin or insects ii) any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting iii) corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching iv) wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open v) subsidence, ground heave or landslip of any part of the site on which the building stands vi) the normal settlement or bedding down of new structures c) damage to property caused by or consisting of i) inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials ii) faulty or defective workmanship, operational error or omission by you or any of your employees But we will pay you for subsequent damage which results from a cause covered elsewhere in the section d) the collapse or cracking of building(s) e) the cost of normal maintenance, redecoration or repair f) damage caused by or consisting of i) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates ii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them. But we will pay you for subsequent damage which results from a cause covered elsewhere in the policy g) the excess shown in your schedule.

Optional causes

Your schedule will show if these are covered.

What is covered What is not covered

Subsidence, ground heave and landslip cover

Subsidence, ground heave or landslip of any part of the site on which the building stands

Special conditions applicable to subsidence, ground heave and landslip cover

1) Demolition, groundworks, excavation or construction condition

You must tell us as soon as possible if you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to your premises. We will then have the right to vary the terms or cancel this cover

2) Tree inspection and pruning condition

In accordance with the Reasonable care condition <u>you</u> must arrange annually at <u>your</u> own expense for a tree surgeon or similar professional to

- a) inspect trees for which you are responsible within ten metres of your premises and over five metres in height to ensure that they do not affect the structure or drains or sewers at your premises
- b) prune or pollard trees as recommended by the tree surgeon.

If you have no responsibility for a tree and are unable to comply with this condition you must tell us. If you do not comply with this condition you will not be covered and we will not pay your claim.

We will not cover

- a) the excess shown in your schedule
- b) damage to roads, pavements, yards, car parks, patios, terraces, boundary walls, gates and fences unless the building structure also suffers damage at the same time by the same Cause
- c) damage caused by or consisting of
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of madeup ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d) damage which started before the start of this cover
- e) damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building of the premises also suffer damage at the same time by the same Cause
- damage resulting from demolition, construction, structural alteration or repair of any property or groundwork or excavation at the premises.

Limit of cover

The most we will pay you for any item covered by this section is the sum insured shown in your schedule for each item plus index linking in line with the Inflation protection condition.

Extensions of cover

What is covered	What is not covered	
Architects, surveyors, legal and consulting engineers fees cover		
We will pay you for architects, surveyors, legal and consulting engineers fees necessarily incurred with our written consent in the reinstatement or repair of the property insured as a result of damage. We will not cover any costs or expenses for preparing any claim. The most we will pay for any item is the item sum insured shown in your schedule.		
Capital additions cover		
 We will pay you for 1) any newly acquired contents which are not insured elsewhere for which you are responsible and 2) alterations, additions and improvements to contents but not for any appreciation in value at any of your premises Provided that a) you give us details of the additions as soon as possible and within 30 days and you must ensure specific insurance is arranged with us from the date you become responsible b) the provisions of this cover will be fully maintained in addition to any specific insurance effected under a above. The most we will pay at any one location is 15% of the total sum insured under this section or £50,000 whichever is the greater. 		
Cash registers and scales cover		
We will pay you for damage (other than mechanical or electrical breakdown or derangement) to cash registers and scales provided that such property has been included in the sum insured for contents.		
Contract price cover		
If a sale contract is cancelled entirely due to <u>damage</u> to <u>stock</u> sold by you, that is not delivered and is still your responsibility the amount we will pay you will be based on the contract price. The value of all <u>stock</u> where the sale contract is cancelled in the event of <u>damage</u> will also be settled on this basis.		

What is covered	What is not covered	
Contracting purchaser's cover		
If at the time of damage you have entered into a contract to sell your interest in the property insured and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.		
Damage to landsca	aped gardens cover	
We will pay you for the cost of restoring any damage to landscaped gardens, for which you are responsible, by the emergency services in attending the premises as a result of any insured Cause. The most we will pay is £10,000 in any one period of insurance.		
Debris removal cover		
 We will pay you for the costs and expenses necessarily incurred by you with our consent in 1) removing debris from 2) dismantling and/or demolishing 3) shoring up or propping the portion or portions of the property insured as a result of damage covered by this section. The most we will pay for any item is the item sum insured shown in your schedule. 	 We will not cover costs or expenses a) incurred in removing debris except from the site of the damaged property insured and the area immediately adjacent to the site b) arising from pollution or contamination of property not covered by this section. 	
Exhibitions and trade fair cover		
We will pay you for damage by an insured Cause to stock and contents whilst in any building used for an exhibition or trade fair within the policy territories and whilst in transit to and from the exhibition or trade fair. The most we will pay is £5,000 any one loss.	We will not cover theft or attempted theft from any unattended vehicles	
Fire brigade charges cover		
We will pay you for the costs and expenses you incur charged by the local authority for extinguishing fire or firefighting provided that these costs and expenses are necessary and reasonable.		

What is covered	What is not covered
Fire extingui	shment cover
We will pay you for the cost of replacing and/or replenishing extinguishment materials when you, your employees or the fire brigade attempt to extinguish or minimise loss by fire. Provided that the costs and expenses cannot be recovered from the public authority responsible. The most we will pay for any one claim is £1,000.	
Glass breakage cover	
We will pay you for or at our option make good any accidental or malicious breakage or scratching of all internal or external fixed glass including showcases, shelves, tops and mirrors and sanitary ware belonging to you or for which you are responsible at your premises during the period of insurance. Provided that the glass is in good condition at the start of your policy. Following breakage of fixed glass we will also pay for the cost of 1) boarding up. You may instruct builders or glaziers to board up without our prior consent 2) repairing damage to window frames, framework, shutters and blinds 3) removing or replacing the fixtures and fittings necessarily incurred to replace the glass 4) repair of damage to the shop front for which you are responsible caused by accidental external means or malicious people 5) damage to goods incidental to the business caused by breakage of fixed glass in display windows 6) replacing lettering, alarm foil or other ornamental work on glass. The most we will pay is £5,000 any one claim	We will not cover a) the excess shown in your schedule b) damage to any building which is empty
Inflation protection cover	
We will adjust the sums insured for items covered by this section in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.	

What is covered	What is not covered
Loss of metered water cover	
We will pay you for the unit cost of metered water at the current rate per cubic metre consumed as a direct result of damage caused by an insured Cause. Provided that 1) the most we will pay for any one claim is £10,000 2) repairs are completed within 30 days of the damage being discovered. The amount we pay will be based on the amount of water charges for the period of the occurrence less the charge paid by you for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers charges and for variations affecting your water consumption during the intervening period.	We will not cover damage to any building which is empty
Lottery equipment cover	
We will pay you for damage by an insured Cause to lottery equipment belonging to the lottery operator for which you are responsible provided that such equipment has been included in the sum insured for contents.	
Outside catering	
We will pay you for damage by an insured cause to stock and contents whilst in any building used to provide outside catering within the policy territories and whilst in transit to and from the building.	We will not cover theft or attempted theft from any unattended vehicles
The most that we will pay is £2,000 any one loss.	
Reinstatement of sum insured after loss cover	
In the event of damage the sum insured by this section will be automatically reinstated from the date of damage unless we or you give written notice to the contrary. Provided always that in the event of reinstatement you will 1) pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement 2) apply any additional risk improvements which we may reasonably require.	

What is covered	What is not covered	
Seasonal increase cover		
The sum insured in respect of stock is increased in each period of insurance by 1) 30% during the months of November and December 2) 30% for 14 days before and 14 days after a bank holiday if it does not fall within the period in 1 above.		
Signs	cover	
We will pay you for damage to fixed signs at your premises up to £1,000 in any one period of insurance.		
Subrogation waiver cover		
In the event of a claim under this section we agree to waive any rights, remedies or relief which we might have become entitled by subrogation against 1) any company standing in relation of parent to subsidiary (or subsidiary to parent) to you 2) any company which is a subsidiary of a parent company of which you are a subsidiary. In each case as defined by current law at the time of the damage.		
Temporary removal cover		
 We will pay you for damage resulting from one of the Causes 1 to 9 to property insured by this section whilst temporarily removed to any premises not owned or occupied by you within the policy territories for cleaning, renovation or repair including whilst in transit to or from your premises to deeds, documents and plans relating to any property while temporarily removed within the policy territories. The most we will pay is 20% of the item sum insured shown in your schedule in any one period of insurance. 		
Theft damage to buildings cover		
Where buildings are not insured under this policy we will pay you for damage to the buildings at your premises shown in your schedule resulting directly from theft or attempted theft covered by this section, provided that you are legally responsible for the damage. The most we will pay is £25,000 in any one period of insurance	We will not cover damage to buildings which are empty	

What is covered
Theft of
We will pay you for the cost of changing the external door and safe locks with equivalent locks in the event of the keys to your premises or safe being stolen from your premises or from the private residence of an insured person authorised to hold such keys. Keys to any safe must not be left at your premises when closed for business and left unattended, unless you or an employee lives at the premises. The most we will pay is £2,500 in any one period of insurance.
Value added
We will pay you for VAT, paid by you, which is not subsequently recoverable. Provided that 1)
 a) your responsibility for such VAT arises solely as a result of the reinstatement or repair of the property insured following damage
 b) we have paid or have agreed to pay for the damage 2) our liability does not include amounts payable by you as penalties or interest for non payment or late payment of VAT
3) you have taken all reasonable precautions to insure adequately for VAT liability at the start of this policy and at each subsequent renewal date.
For the purpose of any average condition, reinstatement costs will be exclusive of VAT. Our liability may exceed the sum insured for the property insured where such excess amount is solely in respect of VAT.

Optional extensions of cover

Your schedule will show if these are covered.

Optional extension 1: Deterioration of stock cover

What is covered	What is not covered
We will pay you for damage to frozen or chilled stock in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature resulting from any cause. The most we will pay is the limit shown in your schedule for any one loss. We will not pay for 20% of any loss where the frozen food cabinet, deep freezer, cold room cold store or chilled cabinet is over ten years old.	 We will not cover damage 1) following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity 2) caused by neglect or misuse.

Optional extension 2: Money cover

What is covered	What is not covered
We will pay you for loss of money held in connection with the business for any one loss of 1) non negotiable money up to £500,000 any one loss 2) negotiable money a) from your premises during business hours b) in a bank night safe c) from your premises whilst in a locked safe when closed for business d) in transit within the policy territories The most we will pay you for any one loss are the limits shown in your schedule e) from your premises whilst not in a locked safe when closed for business. f) whilst at the residence of any of your principals or authorised employees up to £1,000 for any one loss g) from gaming, amusement or vending machines up to £300 any one event.	 We will not cover losses 1) arising from fraud or dishonesty of your employees unless the loss is discovered within 30 working days of the date of the loss 2) due to clerical or accounting errors 3) from unattended motor vehicles 4) of money which is the property of the Post Office.
Money in transit condition	
Whenever negotiable money in transit exceeds 1) £2,500 it must be accompanied by at least two responsible adults	
2) £5,000 it must be accompanied by at least three responsible adults.	
No more than £2,500 must be carried by one responsible adult. If you do not comply with this condition you will not be covered and we will not pay your claim.	
Continue	d over page

Optional extension 2: Money cover (continued)

What is governed		What is not sovered
What is covered		What is not covered
Key security condition		·
Whenever your premises are closed for business all keys or notes of the combination codes of safes or strong rooms must be removed from your premises unless the premises are still occupied by you or any of your authorised employees. When keys are on the premises they must be kept in a secure place away from the safes or strongrooms. If you do not comply with this condition you will not be covered and we will not pay your claim.		
Record keeping condition		
You will keep a daily record of the amount of money at your premises contained in safes or strong rooms and in transit. This record must be kept in a separate secure place and will need to be produced to support a claim under this section. If you do not comply with this condition you will not be covered and we will not pay your claim.		
Personal accident – assault cover We will pay the insured person, or in the case of death, their personal representatives, the sums shown in the table of benefits below if any insured person within the age limits 16 to 70 years suffers bodily injury, as the result of robbery or hold-up or any attempted robbery or hold-up in the course of the business which is then the direct cause of death or disablement.		 We will not pay the insured person for more than one benefit for the same bodily injury where the business includes a sub Post Office. Conditions applicable to personal accident assault You must write to us as soon as possible when you need to make a claim but in any case within three months
Accident	Benefit	 of the date of the event giving rise to the bodily injury. 2) At your expense, you must supply all certificates, information and evidence in a form that we may require. Where a claim for bodily injury is made, the insured person will undergo any medical examinations that we may require at our expense. 3) In the case of death of an insured person, we will be entitled to have a post-mortem examination at our expense. If you do not comply with this condition you will not be covered and we will not pay your claim.
Death	£25,000	
Total loss or total and permanent loss of use of one or more limbs *	£10,000	
Total and permanent loss of all sight in one or both eyes *	£10,000	
Permanent total disablement from engaging in or carrying out the insured person(s) usual occupation *	£25,000	
Temporary total disablement from engaging in or carrying out the insured person(s) usual occupation for a period up to 104 weeks	£100 per week payable monthly while the insured person is disabled	
Personal effects cover We will also pay for damage to cash carrying devices or clothing and personal effects belonging to an insured		
person following an attempt by a person or persons to steal money up to a limit of £1,000 in respect of any one person.		

Optional extension 3: Goods in transit cover

What is covered	What is not covered
We will pay you for damage to property insured shown in your schedule belonging to you or held in trust and for which you are responsible while in transit by the means of conveyance shown in your schedule anywhere in or between the policy territories and Republic of Ireland including transit between any of these territories. Cover applies from the time the property insured is lifted by you or your employee until they are placed in position at their destination (excluding their installation) including loading and unloading. The most we will pay for any one vehicle is the amount shown in your schedule in total for any one loss.	 We will not cover 1) theft or attempted theft from any unattended vehicle that you or your employee owns or leases unless a) the vehicle, trailer or semi-trailer is securely closed and locked at all points of access b) between the hours of 9pm and 6am i) the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building or ii) in enclosed premises which are securely locked or have a watchman in constant attendance. It will be up to you to prove that any theft or attempted theft occurred before 9pm or after 6am 2) a) the deterioration of goods carried in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature b) spillage, leakage, fermentation, taint, contamination, mechanical or electrical breakdown of any goods or merchandise unless directly due to fire or accident to the carrying vehicle or due to theft or attempted theft 3) damage due to natural deterioration 4) any consequential or indirect loss or damage due to delay 5) damage to money, precious stones, jewellery, bullion or loss or death of or injury to living creatures

What is not covered



Aircraft or aerial devices exclusion

We will not cover damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.



Date recognition exclusion

<u>We</u> will not cover damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

But we will cover subsequent damage resulting from an insured Cause, providing damage is covered elsewhere in the section.



Electrical plant or apparatus exclusion

<u>We</u> will not cover damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure, selfheating, mechanical or electrical breakdown or derangement, or arising from adjustment, maintenance or repair.

If the damage extends to other property insured, we will cover you for that damage.



Electronic risks exclusion

We will not cover you for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1) damage to or the destruction of any computer systems; or
- 2) any alteration, modification, distortion, erasure or corruption of data

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack.

We will cover subsequent damage which is covered by this section, which itself results from Causes 1 to 8 covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.



Excess exclusion

We will not cover the excess shown in your schedule. Where a claim is covered under the Buildings and Contents section you will only be responsible for one of the excess amounts shown in your schedule and the highest amount will apply.



Fraud and dishonesty exclusion

We will not cover damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property insured or results from voluntarily parting with title or possession of any property insured as a result of a fraudulent scheme, trick, device or false claim.

But we will cover you for subsequent damage which results from an insured Cause which is covered elsewhere in the section.



Illegal activities exclusion

We will not cover damage caused by property being used, by you or any occupants, for illegal activities.



More specific insurance exclusion

We will not cover you for any property more specifically insured by you or on your behalf.



Pollution or contamination exclusion

We will not cover you for any loss caused by pollution or contamination unless the damage is caused by

- 1) pollution or contamination which results from Cause 1 to 9 provided that Cause is covered by this section
- 2) Cause 1 to 9 provided that Cause is covered by this section which itself results from pollution or contamination.



Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property insured, or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

What is not covered



Terrorism and Northern Ireland exclusion

We will not cover you for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1) In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a) any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 2) in Northern Ireland
 - a) any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
 - c) riot, civil commotion and (except for damage or interruption to the business caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where we state that any loss, damage, cost or expense is not covered by this section it will be your responsibility to prove that they are covered.



Unexplained loss exclusion

We will not cover damage caused by or consisting of

- 1) disappearance, unexplained or inventory shortage
- 2) misfiling or misplacing of information.



War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. You must comply with the following conditions to have the full protection of your policy. Conditions may specify circumstances whereby non-compliance will mean that you will not receive payment for a claim. However you will be covered and we will pay your claim if you are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us.



Average condition

If at the time of damage the sum insured is less than the value of the property insured, the amount we will pay will be reduced proportionately.



Construction of property condition

Unless otherwise stated the buildings shown in your schedule are of <u>standard</u> construction.



Empty buildings condition

You must tell us immediately you become aware

- a) that any building or portions of buildings at your premises become empty
- b) of any damage to the empty buildings or portions of buildings at your premises whether the damage is insured or not.

If we agree to provide cover you must ensure that in respect of any empty building or portion of buildings that

- a) the buildings are inspected internally and externally at least once a week by you or on your behalf and you maintain a written record of the inspection
- b) all refuse and waste materials must be removed from the interior of the premises at least once a week
- c) you must secure the premises and put all protective, locking devices and any alarm protection into effective operation
- d) gas, water and electricity supplies (except electricity needed to maintain any fire
 or intruder alarm systems) and any fuel supplies are permanently shut off at the
 switch or stopcock where they enter the buildings (or where they enter the flat or
 unoccupied part of the building)
- e) you must implement any additional protections that we may require within the time scale we specify
- f) all damage to the premises must be rectified immediately
- g) letterboxes must be sealed
- h) the final exit door of the buildings must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations.

If you do not comply with this condition you will not be covered and we will not pay your claim.

Section conditions



Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to you or under your control, which needs examination to comply with any statutory regulations will be the subject of a contract providing the required inspection.

If you do not comply with this condition you will not be covered and we will not make any payment in respect of a claim resulting from explosion.



Fire extinguishing appliances condition

Fire extinguishing equipment must be

- 1) maintained in efficient working order
- 2) routinely tested and any defects promptly rectified.

If you do not comply with this condition you will not be covered and we will not pay your claim.



Reinstatement condition

If any property insured covered by this section is to be reinstated or replaced by us, then you should at your own expense provide all such plans, documents, books and information that may be needed. We will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. We will not pay more than the sum insured for any one item insured.



Workmen's condition

Joiners and other tradesmen are allowed in or onto the building to make repairs or minor structural alterations without prejudice to your insurance.