



# COMPUTER AND ELECTRONICS INSURANCE

Policy





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

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

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

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

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

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

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

## Claim Notification

Conditions that apply to the policy in the event of a claim are set out in the claims conditions below it is important that you comply with all policy conditions and you should familiarise yourself with their requirements Directions for claim notification are included in the claims conditions

Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim ideally as part of the initial notification you will provide

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

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

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

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## Definitions Applicable To All Sections

### Business

As detailed in the Schedule

### Damage

shall mean physical loss destruction or damage

### Data

shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### Deferred Purchase

shall mean an arrangement whereby the Policyholder enters into an agreement which entitles the Policyholder to defer payment for Property for a period in excess of usual trade credit

### Estimated Gross Profit

shall mean the amount declared by the Policyholder to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance

(or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

### Estimated Gross Revenue

shall mean the amount declared by the Policyholder to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance

(or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

### Failure of a System

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

### Gross Profit

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

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods due provision being made for depreciation

### Gross Revenue

shall mean the money paid or payable to the Policyholder for services rendered in the course of the Business

### Indemnity Period

shall mean the period beginning when the Insured Event occurs and ending when the results of the Business cease to be affected by the Insured Event but not exceeding

- a) the maximum Indemnity Period stated in the Schedule
- b) for any occurrence described in paragraphs a) to d) of the definition of Insured Event the period during which the Business would have been affected in consequence of such occurrence had no other loss or damage to the Premises in which the Property is situated or the contents thereof occurred

### Insured Event

shall mean

- a) Damage to Property for which cover is provided under the Computer or Electronic Equipment Sections of the Policy
- b) Loss of Information
- c) Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property
- d) Damage to any item of Property due to its own breakdown or derangement
- e) the accidental failure or fluctuation for a period exceeding thirty minutes of the public supply of electricity at the terminal ends of the public supply authority's service feeders at any premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- f) the accidental failure for a period exceeding 8 (eight) hours of any telecommunications system used in connection with the Property not occasioned by
  - (i) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
  - (ii) the use by the Policyholder of machinery and equipment that is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
  - (iii) failure of any satellite prior to its obtaining its full operating function or whilst in or beyond the final year of its design life
  - (iv) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- g) the Policyholder being denied access to the Property due to
  - (i) Damage to the Property at or in the immediate vicinity of the Premises
  - (ii) the exercise by any authority of its powers for the sole purpose of safeguarding life or property

### Loss of Information

shall mean loss distortion corruption or erasure of programs including information from any cause not otherwise excluded

Loss of Interest

shall mean

- a) interest payable in respect of loans raised
- b) interest foregone on reduction in investment capital in lieu of loans raised as a direct result of or to minimise the effect of the interruption or interference

### Microchip

shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

### New Business

for the purpose of any claim from an Insured Event occurring before the completion of the first year's trading of the Business the terms Standard Gross Revenue Rate of Gross Profit and Standard Turnover shall bear the following meanings and not as within stated

### New Business Standard Gross Revenue

shall mean the proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the date of the commencement of the Business and the date of occurrence of an Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

### New Business Rate of Gross Profit

shall mean the rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

### New Business Standard Turnover

shall mean the proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

### Policyholder's Contribution

shall mean the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy

### Premises

shall mean

- a) where the Policyholder is the sole occupier of a building the entire building
- b) where the Policyholder is not the sole occupier of a building those parts of the building in the exclusive use or occupation of the Policyholder

### Property

shall mean

Category

- a) Computer Equipment comprising Desk Top Personal Computers LapTop Computers Personal Digital Assistants Palm Top Computers Digital Cameras Tablet Computers Smart Phones Mobile Phones Digital Projectors Audio and Visual Equipment Televisions and Visual Display Units and other Electronic Media Presentation Equipment Removable Satellite Navigation Devices Electronic Point of Sale Equipment Computerised Telephone Systems Electronic Access Equipment
- b) All other Computer Equipment (including Interconnecting Wiring Fixed Discs and Telecommunications Equipment) used for the storage and communication of electronically processed data but excluding:
  - (i) computers which are an integral part of any item of process or production machinery
  - (ii) fixed vehicle satellite navigation systems
- c) Ancillary Equipment solely for use with the Computer Equipment comprising Air Conditioning Equipment Generating Equipment Uninterruptable Power Supply Voltage Regulating Equipment Temperature and Humidity Recording Equipment Electronic Access Equipment Heat Smoke and Water Detection Equipment Lightning and Transient Overvoltage Protection Devices Anti Theft Devices which have been approved by the Company Gas Flooding Equipment and Pipework and Computer Room Partitioning
- d) Programs and/or information stored upon fixed discs
- e) All current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or leased hired rented to the Policyholder or for which the Policyholder is responsible

### Rate of gross profit

shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

**Reinstatement**

shall mean

- a) where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest higher performance or capacity to the Property which has suffered Damage
- b) where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new

**Standard Gross Revenue**

shall mean the revenue during that period in the twelve months immediately before the date of occurrence of an Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

**Standard Turnover**

shall mean the Turnover during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

**System**

shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of any doubt any of Category a) of the Property

**Terrorism**

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

in so far that the insurance provided by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- a) influence any government or any international governmental organisation or
- b) put the public or any section of the public in fear

**Turnover**

shall mean the money (less discounts allowed) paid or payable to the Policyholder for goods sold and delivered and for services rendered in the course of the Business

Uninsured Variable Costs

shall mean purchases (net of discounts) packaging carriage and freight (unless otherwise stated in the Schedule)

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Policyholder

**Verified Back-Up Copy**

shall mean Data stored on back-up media where the Data has been checked for accuracy

the process must demonstrate that the Data created and stored on the back-up media is an exact copy of the original source Data to ensure that Data can be restored from back-up media

**Virus**

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

# Computer

## Cover

### Damage To Property

In the event of Damage (subject to any exclusions) to Property happening during the Period of Insurance owned by or on Deferred Purchase leased hired or rented to the Policyholder whilst situated or in transit anywhere in the world the Company will pay to the Policyholder the value of the Property at the time of its loss or destruction or the amount of the Damage or at its option the amount payable by the Company shall be Reinstatement

### Limit of Liability

The liability of the Company shall not exceed

- a) in any period of insurance the Sum Insured set against this Section in the Schedule
- b) 10% of the Sum Insured set against this Section in the Schedule or £100,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less whilst the Property is in transit or located outside the United Kingdom
- c) £5,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause in respect of theft from unattended vehicles

## Memoranda

### Accidental Discharge Of Gas Flooding Systems

The Cover provided by this Section of the Policy is extended to include the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property arising out of the accidental discharge of such system

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

### Additional Property

The Cover provided by this Section of the Policy is extended to include additions to the Property occurring after the commencement of the Period of Insurance for the period up to the next renewal date subject to a limit of 20% of the Sum Insured under the Computer Section or up to £250,000 in total in any one period of insurance whichever is less

### Automatic Restoration Of Sum Insured

Payment of a claim made under this Section of the Policy shall not reduce the Sums Insured except upon written notice by the Company to the contrary

### Provided that

- a) The Policyholder shall where the payment exceeds £10,000 pay such additional premium as may be required by the Company
- b) The Policyholder shall take immediate steps to comply with any requirements of the Company relating to improvements to the protection of the Property

### Computer Virus Seek and Destroy

The Cover provided by this Section of the Policy is extended to include costs and expenses necessarily and reasonably incurred with the consent of the Company in locating and removing detectable computer virus contained in any host program or executable disc segment within the Property

Provided that the amount payable under this extension shall not exceed 10% of the Sum Insured as stated in the Schedule under the Computer Section or £10,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less

### Consulting Engineers Fees/Repair Investigation Costs

The Cover provided by this Section of the Policy is extended to include costs (including consulting engineers fees) incurred with the prior consent of the Company in conducting investigations or tests into possible repair replacement or reinstatement of Property suffering Damage regardless of whether such investigations or tests are successful or not

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

### Cost of Recovery

The Cover provided by this section of the Policy is extended to include costs of employing specialist investigators to aid the recovery of stolen or lost Property insured under Section 1 that contains confidential or secret data or information Provided that the Company are satisfied that the cost of employment of investigators is necessary and reasonable to protect the Policyholder against legal prosecution or commercial embarrassment resulting from the loss

Provided that the amount payable under this extension shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

### Debris Removal Costs

The Cover provided by this Section of the Policy is extended to include costs necessarily and reasonably incurred with the consent of the Company in the removal of the portion or portions of the Property suffering Damage

Provided that the liability of the Company under this extension shall not exceed 10% of the Sum Insured stated in the Schedule under the Computer Section or £50,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less

### Incompatibility of Computer Records

The Cover provided by this Section of the Policy is extended to include costs of

- a) modification of computer equipment
- or
- b) reinstatement recompilation or replacement of computer records together with reinstatement of programs including information thereon



(whichever is the less) to achieve compatibility in the event that loss or destruction of computer equipment insured by this Section of the Policy has resulted in undamaged computer records being incompatible with the replacement computer equipment provided that cover is provided under the Additional Expenditure Section

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

### Indemnity To Parent Subsidiary Companies

The Cover provided by this Section of the Policy is extended to cover any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary in each case as defined in current legislation provided always that they shall as if they were the Policyholder observe fulfil and be subject to the terms exclusions and conditions of this Section of the Policy

### Research and Development Costs

The Cover provided by this Section of the Policy is extended to include costs of re-writing any data processing research or development project(s) to the stage they had reached immediately prior to the Damage but excluding any benefit to the Policyholder which would have been obtained from completion of the project(s) had the Damage not occurred

Provided

- a) cover is provided under the Additional Expenditure Section and
- b) that the amount payable shall not exceed the Sum Insured as stated in the Schedule under the Additional Expenditure Section or £25,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less and
- c) that the Policyholder has fully complied with the Policy conditions detailed under Special Condition – Special Precautions regarding back-ups

### Security Guard Costs

The Cover provided by this Section is extended to include the employment of security guards with the consent of the Company following Damage caused by fire theft or malicious damage insured under Computer and Additional Expenditure Sections for a period not exceeding 4 consecutive days provided that the liability of the Company under this extension shall not exceed £10,000 any one incident of Damage or series of incidents of Damage from theft or malicious damage

### Temporary Repairs Expediting Costs

The Cover provided by this Section of the Policy is extended to include costs necessarily and reasonably incurred

- a) in the making of temporary repairs to or
- b) expediting of the repair reinstatement or replacement of

Property which suffered Damage covered by any other Policy issued for the benefit of the Policyholder

Provided that the liability of the Company under this extension in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

Waste Electrical and Electronic Equipment Disposal Costs

The Cover provided by this Section of the Policy is extended to include costs necessarily and reasonably incurred with the consent of the Company in the disposal of Property which has suffered Damage as per the The Waster Electrical and Electronic Equipment (Amendment) Regulations 2009

Provided that the liability of the Company under this extension shall not exceed £25,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less

### Exclusions

This Section of the Policy does not cover

### Financial Loss

Any loss that arises directly or indirectly of any kind whatsoever not specifically insured by this Section of the Policy including financial loss loss of profits loss due to delay or any consequential loss

### Lease Hire Rent Loan or Sale

Damage to any Property which is

- a) offered or to be offered for lease hire rent or loan by the Policyholder
- b) leased hired rented or lent by the Policyholder to others
- c) offered or to be offered for sale or sold by the Policyholder where the sale of such Property is in the course of the Business of the Policyholder

### Maintenance Agreement

Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property

### Property of Others

Damage to any Property which is not owned leased rented or hired to the Policyholder whilst in the custody or control of the Policyholder for programming repair service adjustment alteration storage or transit purposes

## E-Risk: Virus and Hacking

### Cover

#### E-Risk: Virus and Hacking

Insofar as this Policy provides cover for Damage Loss of Information and/or interruption or interference with the Business then in the event of

- a) Damage (subject to any exclusions) to the Property happening during the Period of Insurance owned by or on Deferred Purchase leased hired or rented to the Policyholder whilst situated or in transit anywhere in the world or
- b) Loss of Information (other than loss of Information hereby excluded) from categories d) and e) of the Property happening during the Period of Insurance owned by or on Deferred Purchase leased hired or rented to the Policyholder whilst situated or in transit anywhere in the world or
- c) interruption or interference (other than interruption or interference hereby excluded) with the System operations of the Business during the Period of Insurance

arising directly or indirectly from

- a) the transmission or impact of any Virus
- b) unauthorised access to a System
- c) Failure of a System
- d) Damage arising out of any misinterpretation use or misuse of Data

the Company will pay to the Policyholder

- a) the value of the Property at the time of its loss or destruction or the amount of the Damage or at its option the amount payable by the Company shall be Reinstatement and/or
- b) the costs necessarily and reasonably incurred by the Policyholder to reinstate such programs and/or information and/or
- c) the additional expenditure necessarily and reasonably incurred by the Policyholder (including Loss of Interest) during the Indemnity Period in consequence of such Damage Loss of Information interruption or interference

### Limit Of Liability

The liability of the Company shall not exceed in any period of insurance after the application of all the provisions of this Policy including the Policyholder's Contribution

- a) £100,000 or
- b) any Limit of Liability or Sum Insured stated in the Schedule

whichever is lower

Any provision in this Policy which provides for any Sum Insured or Limit of Liability to be automatically restored following a loss shall not apply to losses provided by this Cover

### Conditions

The Policyholder shall

- a) Install and maintain firewalls to protect Data transfer across networks
- b) Install and maintain anti Virus software with automatic online updating service
- c) Have written and enforced procedures for
  - (i) operating system patch management
  - (ii) electronic access to all network Systems
  - (iii) access to and from the internet
  - (iv) access by remote users
  - (v) regularly updating security passwords
  - (vi) opening e-mail attachments

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

# Electronic Equipment

## Cover

### Damage To Own Property

In the event of Damage (subject to any exclusions) to Own Property described in the Schedule or on Deferred Purchase happening during the Period of Insurance whilst situated or in transit anywhere in the world the amount payable by the Company will pay to the Policyholder the value of the Property at the time of its loss or destruction or the amount of the Damage or at its option the amount payable by the Company shall be Reinstatement

### Damage To Hired In Property

In the event of Damage (subject to any exclusions) to Hired in Property described in the Schedule happening during the Period of Insurance whilst situated or in transit anywhere in the world the Company will pay to the Policyholder all sums which the Policyholder shall become legally liable to pay for

- a) Damage
- b) hiring charges levied in consequence of such Damage

### Limit Of Liability

The liability of the Company shall not exceed

- a) in respect of Damage to Own Property in total during any one Period of Insurance the Sum Insured stated in the Schedule
- b) in respect of Damage to Hired in Property in total in respect of any one incident of Damage or series of incidents of Damage from a common cause the Sum Insured stated in the Schedule
- c) in respect of any one incident of Damage or series of incidents of Damage from a common cause whilst the Property is in transit in temporary storage away from the Premises or located outside of the United Kingdom
  - (i) the Own Property liability of this Section of the Policy shall be limited to 10% of the Sum Insured stated in the Schedule for this Section
  - (ii) the Hired in Property liability of this Section of the Policy shall be limited to 10% of the Sum Insured stated in the Schedule for this Section

and the aggregated liability under Own Property and Hired in Property Sections shall not exceed £100,000
- d) £25,000 in respect of theft of Property from unattended vehicles but this limit shall not apply to Property which is permanently mounted or kept in the carrying vehicle

## Memoranda

### Accidental Discharge Of Gas Flooding Systems

The Cover provided by this Section of the Policy is extended to include cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property arising out of the accidental discharge of such system

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

### Additional Property

The Cover provided by this Section of the Policy is extended to include in respect of Own Property additions to the Property occurring after the commencement of the Period of Insurance for the period up to the next renewal date subject to a limit of 20% of the Sum Insured under the Own Property Section or up to £250,000 in total in any one period of insurance whichever is less

### Alternative Hire

In the event of Damage to any item of Property for which a claim is admitted under this Section of the Policy the Company will also indemnify the Policyholder against the cost of hire charges actually incurred by the Policyholder during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Provided that

- a) the total liability of the Company under this memorandum shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause
- b) for the purpose of this memorandum the cost of hire charges shall be considered to be Property within the meaning of the Policyholder's Contribution applicable to the Policy

### Automatic Restoration Of Sum Insured

Payment of a claim made under this Section of the Policy shall not reduce the Sum Insured under the Own Property Section except upon written notice by the Company to the contrary

Provided that

- a) The Policyholder shall where the payment exceeds £10,000 pay such additional premium as may be required by the Company
- b) The Policyholder shall take immediate steps to comply with any requirements of the Company relating to improvements to the protection of the Property insured

### Consulting Engineers Fees/Repair Investigation Costs

The Cover provided by this Section of the Policy is extended to include costs (including consulting engineers fees) incurred with the prior consent of the Company in conducting investigations or tests into possible repair replacement or reinstatement of Property suffering Damage regardless of whether such investigations or tests are successful or not

Provided that the amount payable in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

### Debris Removal Costs

The Cover provided by this Section of the Policy is extended to include costs necessarily and reasonably incurred with the consent of the Company in the removal of Property which has suffered Damage

Provided that the liability of the Company under this extension shall not exceed 10% of the Sum Insured stated in the Schedule under Own Property Section or £50,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less

### **Indemnity To Parent/Subsidiary Companies**

The Cover provided by this Section of the Policy is extended to cover any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary in each case as defined in current legislation provided always that they shall as if they were the Policyholder observe fulfil and be subject to the terms exclusions and conditions of this Policy

### **Replacement by way of loan**

The Cover provided under the Own Property Section of this Policy is extended to include Property loaned to the Policyholder to replace an item of Property undergoing repair service or adjustment

### **Security Guard Costs**

The Cover provided by this Section is extended to include the employment of security guards with the consent of the Company following Damage caused by fire theft or malicious damage insured under Computer and Additional Expenditure Sections for a period not exceeding 4 consecutive days provided that the liability of the Company under this extension shall not exceed £10,000 any one incident of Damage or series of incidents of Damage from theft or malicious damage

### **Temporary Repairs And/or Expediting Costs**

The Cover provided by this Section of the Policy is extended to include costs necessarily and reasonably incurred

- a) in the making of temporary repairs to or
- b) expediting of the repair reinstatement or replacement of

Property which suffered Damage covered by any other Policy issued for the benefit of the Policyholder

Provided that the liability of the Company under this extension in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £50,000

### **Waste Electrical and Electronic Equipment Disposal Costs**

The Cover provided by this Section of the Policy is extended to include costs necessarily and reasonably incurred with the consent of the Company in the disposal of Property which has suffered Damage as per the The Waster Electrical and Electronic Equipment (Amendment) Regulations 2009

Provided that the liability of the Company under this extension shall not exceed £25,000 in total in respect of any one incident of Damage or series of incidents of Damage from a common cause whichever is less

## **Exclusions**

This Section of the Policy does not cover

### **Auxiliary Materials**

auxiliary materials expendable or consumable parts and operating media including but not limited to developing agents prepared paper sound and video carriers such as magnetic tape discs sound pick up systems including stylus tips of disc recorders

### **Computer Equipment**

Damage to any computer equipment other than computer equipment forming an integral part of the Property

### **Lease Hire Rent Loan Or Sale**

Damage to any Property which is

- a) offered or to be offered for lease hire rent or loan by the Policyholder
- b) leased hired rented or lent by the Policyholder to others
- c) offered or to be offered for sale or sold by the Policyholder where the sale  
of such Property is in the course of the Business of the Policyholder

### **Light Sources And Lenses**

Damage to light sources or scratching or scoring of lenses unless accompanied by other Damage

### **Limited Life**

notwithstanding the Reinstatement provisions of this Policy Damage to x-ray tubes cathode-ray tubes electronic valves and similar electrical or electronic components of limited design life forming part of the Property unless the deterioration and estimated remaining life of such components prior to Damage is first taken into account before the payment of the claim

### **Maintenance Agreement**

Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property

# Additional Expenditure

## Cover

### Loss of Information

In the event of Loss of Information (other than Loss of Information hereby excluded) from the Property whilst situated or in transit anywhere in the world the Company will pay the costs necessarily and reasonably incurred by the Policyholder to reinstate such programs including information

### Increased Cost of Working

If the operations of the Business are interrupted or interfered with due to the occurrence during the Period of Insurance of an Insured Event the Company will pay the additional expenditure necessarily and reasonably incurred by the Policyholder (including Loss of Interest) during the Indemnity Period in consequence of such interruption or interference

### Limit Of Liability

The liability of the Company shall not exceed in any period of insurance the Sum Insured set against this Section in the Schedule

## Exclusions

This Section of the Policy does not cover

### Lease/Hire/Rent/Loan or Sale

Loss of Information from any Property which is

- a) offered or to be offered for lease hire rent or loan by the Policyholder
- b) leased hired rented or lent by the Policyholder to others
- c) offered or to be offered for sale or sold by the Policyholder where the sale of such Property is in the course of the Business of the Policyholder

### Maintenance Agreement

Loss of Information where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the Property

### Property of Others

Loss of Information from any Property which is not owned leased rented or hired to the Policyholder whilst in the custody or control of the Policyholder for programming repair service adjustment alteration storage or transit purposes

# Business Interruption

## Gross Profit

### Cover

#### Loss Of Gross Profit

If the operations of the Business are interrupted or interfered with in consequence of an Insured Event the Company will pay to the Policyholder the amount of loss resulting from such interruption or interference in accordance with the following provisions

The Cover provided by this Section of the Policy is

a) Reduction in Turnover

and

b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be

a) in respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Insured Event

b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the total of

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

plus

ii) 5% of the Sum Insured (but not more than £250,000)

Less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Insured Event

#### Limit Of Liability

The liability of the Company shall not exceed in any Period of Insurance

- 133.33% of the Estimated Gross Profit stated in the Schedule
- in respect of each other item 100% of the Sum Insured stated herein
- in total the sum of 133.33% of the Estimated Gross Profit and 100% of the Sums Insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

# Business Interruption

## Gross Revenue

### Cover

#### Loss Of Gross Revenue

If the operations of the Business are interrupted or interfered with in consequence of an Insured Event the Company will pay to the Policyholder the amount of loss resulting from such interruption or interference in accordance with the following provisions

The Cover provided by this Section of the Policy is

- a) Loss of Gross Revenue

and

- b) Increase in Cost of Working

and the amount payable as indemnity thereunder shall be

- a) in respect of Loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Insured Event
- b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the total of
- i) the amount of reduction in Gross Revenue thereby avoided
- plus
- ii) 5% of the Sum Insured (but not more than £250,000)

Less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Insured Event

#### Limit Of Liability

The liability of the Company shall not exceed in any Period of Insurance

- 133.33% of the Estimated Gross Revenue stated in the Schedule
- in respect of each other item 100% of the Sum Insured stated herein
- in total the sum of 133.33% of the Estimated Gross Revenue and 100% of the Sums Insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

### Memoranda

#### Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover or Gross Revenue due to the Insured Event is postponed by reason of the Turnover or Gross Revenue being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods on the Premises or elsewhere

#### Additional Rental

In addition to the limit of the Company's liability under this Section of the Policy the Company will cover the Policyholder against the payment of additional lease or rental charges up to an amount not exceeding £10,000 arising out of the replacement of a lease/hire agreement in respect of the Property by a new contract for similar Property and consequent upon Damage for which Cover is provided under the Computer and Electronic Equipment Sections of this Policy

#### Denial of Access (Non-Damage)

The Section of the Policy is extended to cover interruption of or interference with the Policyholder's Business in consequence of access to the Premises being hindered or prevented as a result of the actions or advice of a government or local authority due to an emergency arising which is likely to endanger life or property at or in the immediate vicinity of the Premises provided that there shall be no liability under this Extension for:

- 1) any loss as insured involving an interruption of less than 24 hours continuous duration
- 2) any period other than the actual period of hindrance or prevention of access to the Premises
- 3) any consequence of physical Damage
- 4) any consequence of labour disputes, infectious or contagious diseases drought
- 5) any consequence arising from any cause within the control of the Policyholder
- 6) any action for which the Policyholder has been given prior notice of more than 4 hours by such government or local authority

#### Special Condition

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 3 months

The liability of the Company in respect of this Extension shall in no case exceed £100,000 or as otherwise specified in the Schedule whichever is the lesser amount

#### Departmental Trading

If the Business is conducted in departments the independent trading results of which are ascertainable the Cover under this Section shall apply separately to each department affected by the Insured Event

### **Payments On Account**

Where liability under this Section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

### **Professional Accountants' Charges**

For the purpose of this Section of the Policy any particulars or details contained in the Policyholder's books of account or other business books or documents which may be required under Claims Condition – Action By The Policyholder of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Policyholder the reasonable charges payable by the Policyholder to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition – Action By The Policyholder of this Policy and reporting that such particulars or details are in accordance with the Policyholder's books of account or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the Company's liability

### **Waiver Of Indemnity To Parent/Subsidiary Companies**

Notwithstanding anything herein contained to the contrary the Cover provided by this Section of the Policy does not extend to indemnify any parent or subsidiary companies of the Policyholder

### **Conditions**

Gross Profit/Gross Revenue Premium Adjustment

In respect of Business Interruption Gross Profit/Gross Revenue the first and annual premiums are provisional and are based on the Estimated Gross Profit/Gross Revenue

The Policyholder shall provide to the Company not later than six months after the expiry of each period of insurance a declaration confirmed by the Policyholder's auditors of Gross Profit/Gross Revenue earned during the financial year most nearly concurrent with the period of insurance

If any Insured Event shall have occurred giving rise to a claim for loss of Gross Profit /Gross Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit/Gross Revenue was reduced during the financial year solely in consequence of the Insured Event

If the declaration (adjusted as provided for above and proportionately increased where the maximum Indemnity Period exceeds 12 months) is

- a) less than the Estimated Gross Profit/Gross Revenue for the relative period of insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit/Gross Revenue
- b) greater than the Estimated Gross Profit/Gross Revenue for the relative period of insurance the Policyholder shall pay a pro rata addition to the premium paid on the Estimated Gross Profit/Gross Revenue

### **Exclusions**

This Section of the Policy does not cover loss resulting from

#### **Exclusion Period**

Gross Profit or Gross Revenue incurred during the first 24 hours following breakdown or derangement of any item of Category a) of the Property if a maintenance rental hire or lease agreement is not in force on such item

#### **Satisfactory Running Period**

Loss of Gross Profit or Loss of Gross Revenue due to breakdown or derangement of any item of Property which has not completed a period of one month of satisfactory running under normal operating conditions

#### **Transit By Sea Or Air**

Loss of Gross Profit or Loss of Gross Revenue due to Damage occurring whilst the Property is in transit by sea or air



# Terrorism Insurance

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

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

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom in so far and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

- A) subject to Exclusions 1-3 below,
- B) not subject to any other exclusions stated in this Policy

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

- i) in the whole the total Sum Insured
- ii) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in this Policy

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

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

## Conditions

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

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

## Exclusions

Terrorism Insurance does not cover:

### 1 Riot civil commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 2 Electronic Risks

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

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

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

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

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

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

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

## Special Provision

### 'Cyber Terrorism'

This Special Provision applies to Property situated within Great Britain only and does not apply to Residential Property insured in the name of a Private Individual

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

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

and

- ii. comprises:
  - A) the cost of reinstatement replacement or repair in respect of damage to or destruction of Property insured by the Policyholder;

or

B) the amount of business interruption loss suffered directly by the Policyholder by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either;

i. damage to or destruction of Property insured by the Policyholder;

or

ii. as a direct result of denial prevention or hindrance of access to or use of the Property insured by the Policyholder by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Policyholder to which access is affected;

or

C) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Policyholder to avoid or diminish such loss

and

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

The meaning of Property for the purposes of this Special Provision shall (additionally to those exclusions within the definition of Property below) exclude:

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

and

B. any Data

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

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

## Definitions

### Act of Terrorism means

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

### Computer Systems means

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

### Covered Loss means

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

### Damage means

accidental loss destruction or damage

### Data means

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

### Denial of Service Attack means

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

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

### Great Britain means

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

### Hacking means

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

**Nuclear Installation means**

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

- a) the production or use of atomic energy or
- 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 or
- 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 means**

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

**Phishing means**

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

**Property means**

Property Insured (as defined within the Property Damage Insurance section of this Policy) and any other property whatsoever but excluding:

Any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

**Private Individual means**

Any person including

- A) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust
 

or
- B) beneficiaries or executors of a will
 

or
- C) sole traders

where Residential Property is occupied by a beneficiary or trustee of a trust or a beneficiary or executor of a will or sole trader as their private residence(s) unless more than 20% commercially occupied.

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

**Residential Property means**

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

**Virus or Similar Mechanism means**

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

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

## Conditions Applicable To All Sections

Failure to comply with the following Conditions will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### Residual Breakdown

In the event of Damage to Property other than Property hired in by the Policyholder due to its own breakdown or derangement such item at the time of the Damage must be the subject of a maintenance rental hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use

### Maintenance and Back-up

The Policyholder shall

- a) maintain the Property in good order and efficient operating condition and
- b) observe the manufacturers or suppliers instructions for use operation storage transit and inspection of the Property and
- c) back-up information (other than software programs) at least once every twenty four hours verify and store taking all reasonable precautions in their safe storage and separately maintain one Verified Back-up Copy at least once every seven days in a location away from the Premises and
- d) maintain one Verified Back-up Copy and up to date set of software programs in a separate location away from the Premises and
- e) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

### Unattended Vehicles Security

- a) In respect of the Computer Section while any Property is being carried in a vehicle which is left unattended
  - (i) any such vehicle must be protected by an intruder alarm system which is in full and efficient working order and which will operate in the event of interference with the vehicle
  - (ii) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened
  - (iii) the Property must be concealed from view in a locked boot or covered luggage compartment

- b) In respect of the Electronic Equipment Section while any Property is being carried in a vehicle which is left unattended
  - (i) any such vehicle must be protected by an intruder alarm system which is in full and efficient working order and which will operate in the event of interference with the vehicle
  - (ii) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened
  - (iii) where the Property is being carried in a private car or commercial vehicle under 3.5 tonnes the vehicle must be kept in a locked garage or locked parking area if left overnight
  - (iv) the Property is being carried in a private car or commercial vehicle under 3.5 tonnes the Property must be concealed from view and locked in a boot where such facilities are available
  - (v) where Property is being carried in a commercial vehicle over 3.5 tonnes the vehicle must be fitted with a category 2 Thatcham approved

## Exclusions Applicable To All Sections

This Policy does not cover

### Buildings Of Non Standard Construction

Damage to Property whilst situated at the Premises occurring whilst such Property is situated in a portacabin timber building or building of a temporary nature

### Corrosion Or Erosion

Damage including Loss of Information consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to Damage to any other part of the Property free from such corrosion or erosion

### Denial Of Service Attacks

This Policy does not cover interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication

### Flood

Damage including Loss of Information occurring in the Netherlands caused by flood

### Incorrect Storage

any cost incurred in consequence of the failure of the Policyholder to comply with the manufacturers recommendations relating to the storage of the Property Category d) and e)

### Policyholder's Contribution

The Policyholder's Contribution stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy

### Pollution Or Contamination

Damage including Loss of Information caused by pollution or contamination except (unless otherwise excluded) Damage including Loss of Information caused by pollution or contamination which itself results from any Damage including Loss of Information

### Pre-Commissioning Damage

Damage occurring prior to successful completion of commissioning

### Radioactive Contamination

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

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### Terrorism

Unless specifically stated as covered under the All Risks Terrorism Insurance Section in the Schedule Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) in Northern Ireland civil commotion

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

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

### Underground Risks

Damage occurring underground and any recovery costs and abandonment

### Unproven Software

any cost incurred in consequence of the use by the Policyholder of software on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven

### Use In Water And Air

Damage to the Property other than on dry land or in transit by scheduled air or sea services

### War

Damage caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

### Wear And Tear

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to Damage to any other part of the Property free from any such condition

## General Conditions Applicable To All Sections

### Insurance Act 2015

In respect of any

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts of fraud

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

### Alteration

This Policy shall be terminated if:

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the Policyholder's Interest ceases otherwise than by death or
- c) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated

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

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

### Cancellation

This Policy may be cancelled

- a) by the Company sending thirty day's notice to the Policyholder's last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven day's notice to the Policyholder's last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Policyholder who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

### Non Payment/Consumer Credit Termination

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

### Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling

### Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded

### Economic Financial or Trade Sanctions

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

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

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

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

### Law Applicable

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

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

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

### Limit Of Liability

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the Policyholder parties or legal entities

Where the basis of payment is to be Reinstatement payment shall not be made

- a) unless Reinstatement commences and proceeds as soon as reasonably practical

- b) until Reinstatement has been carried out
- c) if at the time of its Damage the Property shall be insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured thereon at the commencement of any Damage the liability of the Company shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time

### **Reasonable Precautions**

The Policyholder shall take all reasonable precautions to prevent Damage Loss of Information Additional Expenditure or Business Interruption

### **Renewal Declaration**

The Policyholder shall prior to each renewal date furnish the Company with

- a) Premises where the Property is located
- b) the new replacement value of the Property situated at each of the Premises
- c) the new replacement value of portable Property
- d) the total hire charges paid or due to be paid for Property hired in by the Policyholder
- e) (i) in respect of Business Interruption Gross Profit the Estimated Gross Profit or  
(ii) in respect of Business Interruption Gross Revenue the Estimated Gross Revenue

For the financial year most nearly concurrent with the ensuing period of insurance

### **Right To Examine**

The Company representatives shall have the right to examine the Property at all reasonable times

### **Third Party Contract Rights**

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

## Claims Conditions Applicable To All Sections

### Action By The Policyholder

- a) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Policyholder shall
- (i) notify the Company as soon as reasonably practical
  - (ii) notify the police authority as soon as reasonably practical it becomes evident that any loss has been caused by malicious persons
  - (iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
  - (iv) deliver to the Company at the Policyholder's expense
    - 1) full information in writing of the loss
    - 2) details of any other insurances on any Property hereby insured within 30 days after such Damage or 7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
    - 3) all such proofs and information relating to the claim as may be reasonably required
    - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- b) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Business Interruption the Policyholder shall also
- (i) deliver to the Company at the Policyholder's expense within 7 days of its happening full details of any loss caused by riot civil commotion strikers locked-out workers taking part in labour disturbances or malicious persons
  - (ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators

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

### Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any Damage Loss of Information or interruption or interference with the Business covered by this Policy the liability of the Company hereunder shall be limited to its rateable portion of such claim

### Rights of Recovery

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

### Preferred Suppliers

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

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

### Claims Contact Details

RSA Group  
Construction, Engineering & Renewable Energy Claims  
17 York Street  
Manchester M2 3RS  
Tel No: 0330 1024026  
Fax No: 0161 235 3468

Email: [engineering.claims@uk.rsagroup.com](mailto:engineering.claims@uk.rsagroup.com)



# Complaints Procedure

## Our Commitment To Customer Service

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

## Our complaints process

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

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

### Step 2

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

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

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

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

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## If you are still not happy

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

Post: Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

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

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

## Thank you for your feedback

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

## Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: **[www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)**

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

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

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



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