



# Selected all risks section – cover for specific items

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within **your** Selected all risks section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

### Alarmed buildings

The **building(s)** or those portions of the **building(s)** used by **you** at the **premises** protected by the **intruder alarm system**.

### Building(s)

The buildings, outbuildings, extensions and garages at the **premises** occupied by **you** or under **your** control, as shown in **your** schedule.

### Damage

Accidental loss, destruction or damage.

### Defined peril

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

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### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **your** property or not.

### Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm receiving centre.

### Key holder

**You** or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

### Phishing

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

### Premises

The premises shown in **your** schedule.

### 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.

### United Kingdom

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

### Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files 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.

## What is covered

**We** will cover **you** for **damage** to the described items specified in **your** schedule occurring during the **period of insurance** at the location shown in **your** schedule which are

- 1** lost, stolen or destroyed and which cannot be recovered or found. **We** will cover **you** for an amount equal to the replacement value of the property at the date of the loss subject to a suitable deduction for wear and tear
- 2** damaged in any other way. **We** will cover **you** for an amount sufficient to repair the damaged property or at **our** option replace or reinstate such property or any part of it.

**We** will pay **you** up to the sum insured shown in **your** schedule for any one item adjusted in accordance with the Inflation protection cover below.

## Selected all risks section – cover for specific items *continued*

### Inflation protection cover

**We** will adjust the sums insured in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

## What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover **you** for loss, destruction or damage caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

### Confiscation or detention exclusion

**We** will not cover **you** for any claim arising out of official confiscation or detention.

### Date recognition exclusion

**We** will not cover **you** for 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, to process data or to operate properly due to failure to recognise any given date but **we** will cover subsequent **damage** which results from a **defined peril** or theft or attempted theft covered by this section.

### Electrically driven machinery exclusion

**We** will not cover **you** for loss, destruction or damage to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, excessive pressure, self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact.

### 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 the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether

tangible or intangible (including but without limitation any information or programs or software); or

- 2 any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item

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 a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

### Excess exclusion

**We** will not cover **you** for the **excess** shown in **your** schedule. Where there is damage to more than one item described in **your** schedule as a result of a loss, **we** will only apply one **excess** this being the highest amount shown against any of the items specified that have suffered damage.

### External conditions exclusion

**We** will not cover **you** for loss, destruction or damage arising from or attributable to the action of light, atmosphere, moths, parasites or vermin.

### Fraud and dishonesty exclusion

**We** will not cover **you** for acts of fraud or dishonesty by **your** employees or any partner, director or member of **your** family but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

### 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 itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

## Selected all risks section – cover for specific items *continued*

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, 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.

### Temporary removal exclusion

**We** will not cover **you** for loss, destruction or damage to any component part of any insured item, while such part is removed from its normal position in the item.

### 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 persons taking part in labour disturbances or malicious persons.

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

In any action, lawsuit 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.

### Theft exclusion

**We** will not cover **you** for theft or attempted theft

- 1 not involving entry to, or exit from the **building(s)** or part of the **building(s)** occupied by **you** at the **premises** by forcible and violent means
- 2 unless as a result of assault or violence or threat of violence to **you** or **your** partners, directors or employees, or any member of **your** family or any other person lawfully at the **premises**.

### 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.

### Wear and tear, deterioration exclusion

**We** will not cover **you** for loss, destruction or damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials. **We** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

## 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.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Average condition

If at the date of **damage** the sum insured is less than the value of the item described in **your** schedule, the amount **we** will pay will be reduced proportionately.

### Contribution and average condition

If, at the time of the claim, there is any other policy covering the same item described in **your** schedule and covered by this section, **we** will be responsible only for **our** proportionate share.

If any other policy is subject to any Average condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion of the sum insured bears to the value of the item described in **your** schedule.

### Indemnity condition

Where an item is marked 'I' in **your** schedule **your** cover is on an indemnity basis which means the cost of replacing the item less an adjustment for wear and tear.

**You** must declare to **us** at the start date of the **period of insurance** the sum insured for those items on this basis. Claims for **damage** will be settled on this basis subject to

- 1 the value for those items will be calculated on this basis for the purpose of the Average condition
- 2 the maximum amount payable for any one item shall not exceed the sum insured for that item shown in **your** schedule.

### Police notification condition

**You** must immediately notify the police of any loss or **damage** by theft or attempted theft of property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

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

### Reinstatement condition

Where the sum insured in **your** schedule is marked 'R' the basis of claims settlement will be the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

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

### Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided 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 complete any additional risk improvements which **we** may reasonably require.



## Selected all risks section – cover for specific items *continued*

### Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to 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**.

### Unattended vehicles condition

**We** will not cover **you** for theft or attempted theft from any unattended vehicle unless

- 1 the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened
- 2 the vehicle is in a locked garage or a walled or fenced compound that is either securely locked or has a watchman in constant attendance between the hours of 9 p.m. and 6 a.m.
- 3 any computer(s) and computer equipment is concealed from view in a locked glove box or locked boot or covered hatchback area

It will be up to **you** to prove that any theft or attempted theft occurred before 9 p.m. and after 6 a.m.

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

### Specific section conditions

The following conditions apply only if shown in **your** schedule.

#### 1 Alarm condition

For cover to operate in respect of **damage** following entry or attempted entry to or exit from the **alarmed buildings** by forcible and violent means **you** must ensure that the following are complied with

- 1 the **alarmed buildings** must be protected by an **intruder alarm system** designed, installed and maintained to British Standard BS 4737 or European

Norm EN 50131 including, where stipulated by **us** or the local police authority, British Standard BS 8243 for the installation and configuration of intruder alarm systems designed to generate confirmed alarms

- 2 the intruder alarm installation and maintenance company must be both
  - a a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to EN 45011 or EN 45012and
  - b accredited and operate a quality management system in accordance with EN ISO 9000
- 3 the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with **us**. Where remote alarm signalling is required, the signal transmission must be transmitted to an alarm receiving centre fully compliant with BS 5979 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000
- 4 no alteration to or substitution of
  - a any part of the **intruder alarm system**
  - b the maintenance contract
  - c the structure of the **alarmed buildings** or changes to their layout which would affect the effectiveness of the **intruder alarm system**
  - d the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**

be made without **our** written agreement

## Selected all risks section – cover for specific items *continued*

**5** the **alarmed buildings** will not be left unattended without **our** agreement

**a** unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation

**b** if the police have withdrawn their response to alarm activations

If the alarm system is not fully operative **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

**6** **you** must keep all security codes for the **intruder alarm system** confidential and all codes and keys must be removed from the **premises** when they are left unattended

**7** **you** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm receiving centre

**8** in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, during any period the **intruder alarm system** is set a **key holder** will attend the **premises** as soon as reasonably possible

If the alarm cannot be reset following the **key holder** attendance **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

**9** in the event of **you** receiving any notification

**a** that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed

**b** from a local authority or magistrate imposing any requirement for abatement of nuisance

**c** that the **intruder alarm system** cannot be returned to or maintained in full working order.

**You** will advise **us** as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by **us**.

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

## **2** Minimum security standards condition

The following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative security protections can only be installed with **our** written permission.

**1** all external doors of the **building(s)** at the **premises** must be secured as follows

**a** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations

**b** aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303

**c** UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts

**d** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

## Selected all risks section – cover for specific items *continued*

- 2** all internal doors in the **building(s)** that give access to any part of the **premises** not occupied by **you** for the purpose of the **business** must be fitted with either
- a** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
  - b** aluminium framed doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
  - c** UPVC framed doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
  - d** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- 3** all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturers recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings.
- This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window
- 4** any door or window officially designated by the local planning officer, local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to BS 8621; panic bars/ latches conforming to BS EN 1125.
- If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.



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