

# Specified All Risks Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

### Premises

The buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business.

### Property/Property Insured

Property described in the Schedule.

### Territorial Limits

- A The Premises
- B Anywhere within the United Kingdom
- C Anywhere within countries of the European Union
- D Anywhere in the world in connection with the Business conducted by the Insured from Premises within the Defined Territories

### Unattended

Any vehicle with no person in charge or where neither the Insured nor any employee are in a position to keep the vehicle or property under observation and able to observe or prevent any attempt by any person to interfere with the vehicle or property.

### Defined Territories

The United Kingdom or any other country specified in the Schedule.

## Cover

The Insurer will pay the Insured for Damage to Property Insured described in the Schedule, whilst within the Territorial Limits specified in the Schedule.

## Exclusions

- 1 Damage caused by or arising from
  - a wear and tear, inherent defect
  - b rot, mildew, rust, corrosion, frost, pollution or contamination
  - c insects, woodworm, vermin
  - d dyeing, cleaning, repair, renovation
  - e electronic, electrical or mechanical breakdown, failure or derangement
  - f faulty manipulation, design, plan, specification or materials
  - g gradual deterioration, market depreciation
  - h consequential loss or damage of any kind or description
- 2 Damage to Property Insured caused by it undergoing any process involving the application of heat
- 3 Damage suffered by the Insured as a result of being deceived into knowingly parting with Property
- 4 Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 5 Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
  - a correctly to recognise any date as its true calendar date
  - b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any date or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
- 6 Damage not occurring within the Territorial Limits specified in the Schedule
- 7 after the application of all other terms and conditions of the Section and the Policy including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate Premises the amount of the Excess specified in the Schedule.

## Basis of Settlement

The Insurer will pay the Insured the value of the Property Insured at the time of its loss or destruction, or the amount of the Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.

The most the Insurer will pay for any one claim is

- A** the Total Sum Insured, or for each item its individual Sum Insured, at the time of Damage
- B** the amount of the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Insurer agrees to reinstate any such Sum Insured.

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

- a** the Insurer does not give written notice to the contrary within 30 days of the notification of any Damage
- b** the Insured pays the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance
- c** the Insured agrees to comply with any security recommendations or other measures the Insurer may require to reduce the risk of Damage.

## Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### 1 Average (Underinsurance)

Sums Insured are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

### 2 Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

### 3 Data Processing and Ancillary Equipment

Cover includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from Damage to any air conditioning facilities.

### 4 General Interests

The Insurer agrees to automatically note the interest of any other party if requested by the Insured in any of the Property Insured and which attached before the happening of any Damage but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.

## Section Conditions

### 1 Precautions

It is a condition precedent to the liability of the Insurer that the Insured must

- a** keep the Premises secure and in a good state of repair
- b** ensure that all trade and/or domestic refuse is removed from
  - i** the Buildings at the end of each working day
  - ii** the Premises at least once a week
- c** install any additional protections asked for by the Insurer in the Premises, or in any vehicle
- d** remove all keys including duplicate keys relative to the security of
  - i** the Premises and to any safe or strongroom on the Premises from such secured Premises when they are closed for Business or are left unattended
  - ii** any vehicle from such secured vehicle when such vehicle is left unattended.

### 2 Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration in the ownership of the Insured, or if in respect of any of the Property Insured there is any alteration

- a** due to its disposal or removal
- b** in respect of which the interest of the Insured ceases except by will or operation of law
- c** in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the Premises
- d** to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy which materially increases the risk of Damage as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a** continue to provide cover under this Section on the same terms
- b** restrict the cover provided by this Section
- c** impose additional terms
- d** alter the premium
- e** cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a** treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b** treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 3 Non Invalidation

This Section shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of Damage is increased, provided the Insured shall give notice to the Insurer (and pay an additional premium) immediately they become aware of such alteration.

#### **4 Additional Claims Conditions.**

The Insurer will not pay for any claim for Damage which is not notified to the Insurer within 30 days of the occurrence of such Damage.

#### **5 Reinstatement**

If any property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

#### **6 The Insurer's Rights following a Claim**

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Section, enter take or keep possession of the Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

#### **7 Subrogation**

Any claimant under this Section shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

#### **8 Vehicle Security Protections**

It is a condition precedent to the liability of the Insurer that additional protections to any vehicle required by the Insurer shall:

- A** be installed in accordance with the specification agreed by the Insurer
- B** not be altered or varied unless agreed in writing by the Insurer
- C** be kept in full and working order at all times
- D** where appropriate to the type of protection, be serviced under a maintenance contract
- E** be secured or set whenever the vehicle is left loaded and Unattended with all keys or other portable operating devices being kept in the personal custody of the driver of the vehicle or of any other person authorised to be in the vehicle.

#### **9 Intruder Alarm Condition**

It is a condition precedent to the liability of the Insurer that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

- 1** such Intruder Alarm Installation
  - a** must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by the Insurer

- b** must be maintained under contract with the installers, or as otherwise approved in writing by the Insurer
- 2** all keys to the Intruder Alarm Installation must be removed from the Premises when the Premises are unattended
- 3** the Insured must
  - a** maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the Premises when the Premises are unattended
  - b** immediately notify the Insurer upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
  - c** appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
- 4** in the event of notification of
  - a** activation of the Intruder Alarm Installation
  - b** any fault in the Intruder Alarm Installation
  - c** interruption of the means to transmit or receive signals to or from the Intruder Alarm installation

during any period that the Intruder Alarm Installation is set, a Keyholder must attend the Premises as soon as possible in order to confirm the security of the buildings and the Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the Premises unless the Insurer agrees otherwise in writing
- 5** the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer
  - a** unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - b** where the police have withdrawn their response to
    - i** an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
    - ii** a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

“Intruder Alarm Installation” shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

“Keyholder” shall mean the Insured or any person or keyholding company authorised by the Insured who

- A** is available at all times to
  - i** accept notification of alarm signals or faults relating to the Intruder Alarm Installation
  - ii** attend and allow access to the Premises and the buildings
- B** has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

“Responsible Person” shall mean the Insured or any person authorised by the Insured to be responsible for the security of the buildings and the Premises.

## Special Conditions (Applicable if shown in the Schedule as operative)

### 1 Overnight Theft Exclusion

This Section excludes loss or damage due to theft or attempted theft of the Property Insured from any Unattended vehicle

- A after the last transit of the day until next collected by the driver
- B whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle.

### 2 Overnight Theft Exclusion – Locked Building or Yard Requirement

This Section excludes loss or damage due to theft or attempted theft of the Property Insured from any Unattended vehicle

- A after the last transit of the day until next collected by the driver unless such vehicle is in a securely locked building or in a fully enclosed and locked yard
- B whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle.

### 3 Theft Exclusion

This Section excludes loss of or damage to the Property Insured resulting from theft or attempted theft from any Unattended vehicle.

### 4 Alarm Clause – Specified Vehicle

In respect of any vehicle specified in the Schedule this Section excludes loss of or damage to the Property Insured resulting from theft or attempted theft from any such specified vehicle that is left Unattended, unless the alarm system approved by the Insurer is

- A put into operation and all alarm keys removed, and
- B maintained in accordance with the terms and conditions of the installing company's agreement.

### 5 Alarm Clause – Unspecified Vehicle

This Section excludes loss of or damage to the Property Insured resulting from theft or attempted theft from any Unattended vehicle unless the alarm system approved by the Insurer is

- A put into operation and all alarm keys removed, and
- B maintained in accordance with the terms and conditions of the installing company's agreement.

### 6 Computer Equipment

In respect of computer equipment, it is a condition precedent to the liability of the Insurer in respect of any claim for Damage by theft or attempted theft that

- A when computer equipment is left Unattended inside any vehicle
  - i the vehicle is securely locked and all security devices set in operation
  - ii It is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
  - iii it is stored in the boot if the vehicle is a private car, or otherwise concealed from view
- B when such equipment is in transit by air, it is carried as hand luggage
- C when such equipment is in transit by ship or ferry, it is kept in a securely locked cabin or road vehicle aboard such vessel.