AVIVA

Your Computer Policy (Fast Trade)

Please keep this document safe and refer to it if you need to make a claim.

If you need this document in an alternative format, please speak to your insurance adviser.

Policy Introduction

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is one of the UK's largest insurers with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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Contact Details for Claims and Help

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For our joint protection telephone calls may be recorded and/or monitored.

Claims Service
0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Legal and Tax Helpline
0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom.

This service, given in confidence, is included as part of your insurance policy.

Risk Solutions Helpline
0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry as soon as possible. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline
0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Business Law

Website - https://avivabusinesslaw.farill.io/

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register:

1. Visit **https://avivabusinesslaw.farill.io/**
2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

Complaints Procedure

What to do if You are unhappy

If you have a complaint about this insurance please contact your insurance adviser. Contact details can be found on your insurance documents. Your insurance adviser may ask Aviva to handle your complaint.

What will happen if You complain to Aviva

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review Your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving Your complaint, this will inform You of the results of Our investigation or explain why this isn't possible.

Where Your concerns are unable to be resolved or have not been resolved within eight weeks, You may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst We are bound by their decision, You are not. Contacting them will not affect Your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at **www.financial-ombudsman.org.uk** where You will find further information.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **www.fscs.org.uk**

Use of Language

All communications relating to this contract will be in English.

Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information You have provided and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading 'Important Information' which we give you when you take out or renew your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information you give Us or your insurance adviser when you renew this policy.

Breach of term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurredand up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances which it occurred.

Computer

Damage to Equipment

Cover

We will cover You in respect of Damage to Equipment occurring during the Period of Insurance

(1) at The Premises

(2) anywhere within the world for Portable Equipment.

The maximum We will pay in any one Period of Insurance will be the Sum Insured on the item plus any additional sums stated by a clause.

Clauses

The following clauses apply to this Cover

Accidental Discharge of Gas Systems

We will cover You in respect of the costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the Equipment insured provided that the discharge is accidental.

The maximum We will pay in respect of any one claim is £50,000.

Additional Equipment

We will cover You in respect of Damage to additional Equipment acquired in the Period of Insurance.

The maximum We will pay in respect of any one location is the lower of 25% of the Total Sum Insured stated in The Schedule or £300,000. You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.

Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to the Equipment We will cover You in respect of the costs incurred to replace or repair the device.

The maximum We will pay in respect of any one claim is £50,000.

Debris Removal

We will cover You in respect of costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, shoring or propping up of the parts of the Equipment or other property which have suffered Damage insured under this Section.

The maximum We will pay in respect of any one claim is £50,000

We will not provide cover for costs or expenses

(1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it

(2) arising from pollution or contamination of Equipment or other property not insured by this Section.

Homeworker

We will cover You in respect of Damage to Computer Equipment whilst at the permanent residence of any Director, Partner or Employee within The Prescribed Territories to enable them to carry out activities in connection with The Business.

The maximum We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is £5,000 and in total shall not exceed the Sum Insured for Computer Equipment.

Incompatibility of Software or Programs

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option cover You in respect of either

(1) necessary modifications to the replacement Equipment, or

(2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and necessary cost of replacing incompatible Data Storage Materials.

The maximum We will pay in respect of any one claim is the lower of the Total Sum Insured stated in The Schedule or £50,000.

Loss Avoidance Measures

We will cover You in respect of necessary and reasonable costs and expenses incurred by You to mitigate Damage to the Equipment which would otherwise be inevitable provided that

(1) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken

(2) the Policy terms, exceptions, clauses and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £50,000.

Non-Invalidation

We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage, other than where such act, omission or alteration is on the part of Your Employee.

However, You must

(1) notify Us immediately when You become aware of any such act, omission or alteration, and

(2) pay any additional premium We require.

Non-Maintained Breakdown - Computer Equipment

We will cover You in respect of Damage to Computer Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement.

The maximum We will pay in respect of any one claim is £10,000.

Other Interests

Subject to Your consent, the interest of all parties who wish to register an interest in the cover by this Cover will be noted provided that all such interests are notified to Us within 30 days of any Damage.

Repair Investigation Costs

We will, at Our option, pay any necessary and reasonable repair investigation costs and expenses including consulting engineer fees incurred in the repair or replacement of the Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £50,000.

Security Guard Costs

We will cover You in respect of the necessary and reasonable costs incurred in employing temporary professional security guards at The Premises following Damage insured by this Cover caused by theft, malicious damage or arson.

The maximum We will pay for any one claim is £25,000.

We will not cover You in respect of the hire of security guards for more than 4 days unless We have given our consent.

Software or Programs

We will cover You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during and identified during the Period of Insurance and resulting from an identifiable event which is covered under this Cover and is not otherwise excluded.

Temporary Removal

We will cover You in respect of Damage to Equipment other than Portable Equipment whilst temporarily removed from The Premises anywhere worldwide including whilst in transit.

The maximum We will pay for any one claim is

(a) the Total Sum Insured stated in The Schedule under Damage to Equipment

or

(b) (i) £5,000 in respect of theft or attempted theft from an Unattended Vehicle

(ii) £50,000 in respect of all other Damage

whichever is the lower.

Temporary Repair Costs and Expediting Expenses

We will, at Our option, pay additional costs and expenses incurred in

(1) making temporary repairs to the Equipment

(2) ensuring the Damage to Equipment is repaired as soon as possible.

The maximum We will pay in respect of any one claim is £50,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will cover You in respect of any necessary and reasonable costs incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended) in respect of Equipment following Damage insured under this Cover.

The maximum We will pay for any one claim is £50,000.

We will not cover You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

Basis of Claim Settlement

Basis of Claim Settlement - Reinstatement

Unless any other alternate Basis of Claim Settlement is stated to apply, where Damage occurs to Equipment and the Equipment is

(1) lost, destroyed or damaged beyond economic repair We will pay for its replacement by Equipment of similar capacity to the Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity

(2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. However, We will not pay more than We would have done if it had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or subordinate legislation thereunder or byelaws of any public authority.

We will not pay costs for Damage not insured by this Cover, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw.

We will not provide cover if You do not incur the cost of replacing or repairing the Equipment or someone acting on Your behalf has insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause.

However, the Basis of Claim Settlement – Indemnity will apply.

Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

(1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option

(2) the reduction in value of the Equipment

unless the Basis of Claim Settlement - Reinstatement applies or any other alternate Basis of Claim Settlement is stated to apply.

Conditions

The following condition applies to Damage to Equipment in addition to the Policy Conditions at the back of this policy.

Average

If at the time of Damage the Total Sum Insured stated in The Schedule for all The Premises plus the value of any Equipment under the Additional Equipment Clause is less than 85% of the total new replacement value of the Equipment You will

(1) be responsible for the difference

(2) bear a proportionate part of the loss.

Exceptions

The following exceptions apply to Damage to Equipment in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for

(1) Damage to Equipment arising from its own breakdown or derangement where the Equipment is not subject to a Maintenance Agreement

This exception does not apply in respect of the cover provided under the Non-Maintained Breakdown Computer Equipment Clause

(2) any Damage resulting directly or indirectly from Virus or Similar Mechanisms, Hacking or Denial of Service Attack

(3) Damage which is recoverable under any maintenance, rental hire or lease agreement or guarantee

(4) loss of use of the Computer Equipment or other consequential loss or liability

(5) the cost of reinstating data

(6) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them

(7) Equipment held as stock

(8) customer's Equipment

(9) Equipment controlling or monitoring any manufacturing or other industrial process

(10) installed in-vehicle equipment and systems and removable satellite navigation systems

(11) Portable electronic surveying equipment including but not limited to lasers, levels, theodolites, total stations and items of a similar type or purpose.

Business Interruption

Cover

We will cover You for any interruption or interference with The Business resulting from

(1) Damage to Equipment used by You for the purpose of The Business

(2) Erasure of Data

(3) Failure of Distribution Equipment

occurring during the Period of Insurance

The maximum We will pay for any one claim is the Sum Insured stated in The Schedule for the Cover.

Clauses

The following clauses apply to this Cover

Additional Rental Charge

We will cover You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Accident.

The maximum period for which We will cover You in respect of the additional rental charges is two years commencing from the time of the Accident.

The maximum We will pay in respect of any one claim is 25% of the Sum Insured stated in The Schedule.

Auditors' and Professional Accountants' Fees

We will pay Your auditors' and professional accountants' reasonable charges for

(1) producing information We require for investigating any claim, and

(2) confirming that the information is in accordance with Your business books.

The maximum We will pay for any one claim, including auditors' and professional accountants' charges, is the Sum Insured stated in The Schedule for the Cover.

Automatic Reinstatement

The Sum Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay any additional premium required to reinstate the Sum Insured.

New Business

If, at the date of Damage, The Business has not completed a full year of trading then the period between the start of The Business and the date of Damage will be proportionately adjusted and used in the calculation to determine the amount payable.

Payments on Account

Payments on account will be made if requested where We have admitted liability.

Conditions

The following conditions apply to Business Interruption in addition to the Policy Conditions at the back of this policy.

Alteration

We will not cover You under this Business Interruption Cover if

(1) The Policyholder

  (a) agrees a composition or arrangement with creditors, or

  (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 or any successor act, or

  (c) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or

(d) has a winding up order made or a resolution for voluntary winding up passed except for the purposes of amalgamation or reconstruction, or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or

(e) has an administrative receiver, as defined in the Insolvency Act 1986 or any successor act, appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge

(2) Your interest ceases otherwise than by Your death

However, We will provide cover if We agree otherwise

Claims Procedures

If in relation to any claim You have failed to comply with any of the following Claims Procedures, You will lose Your right to payment for that claim.

You must

(1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage, and

(2) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim

(3) repay Us, any payment on account We have already made, if You fail to comply with this condition

Equipment Cover

We will not provide cover under this Business Interruption Cover unless

(1) there is in force, at the time of the Damage, an insurance policy covering Your interest in the Equipment

(2) payment has been made or liability admitted for such Damage, or payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Exceptions

The following exceptions apply to Business Interruption in addition to the Policy Exceptions at the back of this policy

We will not cover You in respect of

(1) interruption to or interference with The Business as a result of

(a) breakdown or derangement of any item of Equipment which has not completed a period of one month's trouble-free operation

(b) Virus or Similar Mechanisms, Hacking or a Denial of Service Attack

(2) interruption to or interference with The Business during the

(a) first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement

(b) Excess Period stated in The Schedule in respect of any other claim

(3) the cost of reinstating data or programs

(4) The Excess stated in The Schedule.

We will deduct the Excess in respect of any claim or all claims arising out of one cause. If more than one Excess is stated in The Schedule the highest one will apply.

Computer Insured Revenue Declaration Linked Basis Specification

Item

Estimated Insured Revenue Sum Insured stated in The Schedule.

Basis of Settlement

We will cover You only for loss of Revenue due to

(1) reduction in Revenue, and

(2) increase in cost of working.

We will pay

(1) Revenue, the amount by which, due to the Damage, the Standard Revenue exceeds the Revenue during the Indemnity Period

(2) increase in cost of working, any additional expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. The maximum amount We will pay in respect of increase in cost of working is

   (a) the reduction avoided by the expenditure plus

   (b) 5% of the Sum Insured, up to a maximum £250,000

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduces or cease due to the Damage

We will not pay, in respect of (2) above, more than the reduction avoided by the expenditure.

The maximum amount We will pay is 133⅓% of the Sum Insured stated in The Schedule.

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Any adjustment made for current cost accounting will be ignored.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services or accommodation provided elsewhere than at The Premises.

Renewal

You will supply, prior to each renewal, the Estimated Revenue for the financial year most closely corresponding to the following Period of Insurance.

Temporary Removal and Transit

We will cover You for loss of Insured Revenue due to

(a) reduction in Turnover and

(b) increase in cost of working

resulting from interruption or interference to The Business caused by Damage to the Equipment described in The Schedule whilst temporarily removed from The Premises for a period of up to 3 months anywhere in Europe including whilst in transit but excluding transportation of Insured Property under its own power.

Definitions

The following definitions apply to this Specification in addition to the definitions stated in this Cover and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in this Specification.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

The Revenue during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage and/or would have affected The Business had the Damage not occurred. The adjusted figures represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

Estimated Revenue

Your estimate of Revenue for the financial year most closely corresponding to the Period of Insurance proportionately

(a) increased if the Maximum Indemnity Period exceeds 12 months

(b) decreased if the Maximum Indemnity Period is less than 12 months

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

Revenue

As stated in The Schedule.

Turnover

Money paid or payable to You for goods sold and delivered and/or services provided in course of The Business at The Premises.

Computer Insured Profit Declaration Linked Basis Specification

Item

Estimated Insured Profit Sum Insured stated in The Schedule.

Basis of Settlement

We will cover You only for loss of Insured Profit due to

(1) reduction in Turnover, and

(2) increase in cost of working.

We will pay

(1) Turnover, the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period.

(2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. The maximum amount We will pay in respect of increase in cost of working is

   (a) the reduction avoided by the expenditure plus

   (b) 5% of the Sum Insured, up to a maximum £250,000

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage

We will not pay, in respect of (2) above, more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure.

The maximum amount We will pay is 133⅓% of the Sum Insured stated in The Schedule.

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Any adjustment made for current cost accounting will be ignored.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services or accommodation provided elsewhere than at The Premises.

Renewal

You will supply, prior to each renewal, the Estimated Insured Profit for the financial year most closely corresponding to the following Period of Insurance.

Temporary Removal and Transit

We will cover You for loss of Insured Profit due to

(a) reduction in Turnover and

(b) increase in cost of working

resulting from interruption or interference to The Business caused by Damage to the Equipment described in The Schedule whilst temporarily removed from The Premises for a period of up to 3 months anywhere in Europe including whilst in transit but excluding transportation of Insured Property under its own power.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Definitions

The following definitions apply to this Specification in addition to the definitions stated in this Cover and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Specification.

Estimated Insured Profit

Your estimate of Insured Profit for the financial year most closely corresponding to the Period of Insurance proportionately

(a) increased if the Maximum Indemnity Period exceeds 12 months

(b) decreased if the Maximum Indemnity Period is less than 12 months

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

Insured Profit

The combined value of the Turnover, closing stock and work in progress, less the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will be calculated using Your usual accounting methods and will make due provision for depreciation.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

Rate of Insured Profit

Insured Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

Annual Turnover

The Turnover during the 12 months immediately before the date of the Damage.

Standard Turnover

The Turnover during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period. Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage and/or would have affected The Business had the Damage not occurred. The adjusted figures represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

Turnover

Money paid or payable to You for goods sold and delivered and/or services provided in course of The Business at The Premises.

Uninsured Working Expenses

(1) Purchases of materials for production or re-sale less any discounts received

(2) discounts allowed, and

(3) any additional uninsured working expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Increased Cost of Working

Cover

We will cover You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Business at The Premises during the Indemnity Period as a result of an Accident which occurs during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed the Sum Insured stated in The Schedule.

Clauses

The following clauses apply to this Cover

Additional Rental Charge

We will cover You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Accident.

The maximum period for which We will cover You in respect of the additional rental charges is two years commencing from the time of the Accident.

The maximum We will pay for any one claim is £50,000.

Auditors' and Professional Accountants' Fees

The Increased Cost of Working Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for

(1) producing information We require to investigate any claim and

(2) confirming that information is in accordance with

  (a) Your business books, documents or records

  and

  (b) any other relevant business books, documents or records.

Payments on Account

Claims payments on account may be made to You during the Indemnity Period, if required.

Exceptions

The following exceptions apply to Increased Cost of Working in addition to the Policy Exceptions at the back of this policy

We will not cover you in respect of

(1) interruption to or interference with The Business as a result of

  (a) accidental failure of Your electricity supply lasting less than four hours

  (b) accidental failure of any telecommunications system lasting less than eight hours

  (c) breakdown or derangement of any item of Equipment which has not completed a period of one month's trouble-free operation

  (d) Virus or Similar Mechanisms, Hacking or a Denial of Service Attack

(2) interruption to or interference with The Business during the

(a) first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement

(b) Excess Period stated in The Schedule in respect of any other claim

(3) interruption to or interference with The Business as a result of

(a) any accidental failure of a telecommunications link

(b) any accidental failure of Your electricity supply

caused by

(i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system

(ii) the exercise by any supply authority of its power to withdraw or restrict supply or services

(iii) industrial action

(4) the cost of reinstating data or programs.

Reinstatement of Data

Cover

We will cover You in respect of the necessary and reasonable costs of reinstating data contained in Data Storage Materials resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed the Sum Insured stated in The Schedule.

Clauses

The following clauses apply to this Cover

Cloud Data Storage

We will cover You in respect of the necessary and reasonable costs of reinstating Your data contained in hard disks located anywhere in the world whether or not those hard disks belong to You or are Your responsibility.

Incompatibility of Data

Where Damage to Equipment results in the existing data being incompatible with the replacement Equipment We will cover You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

The maximum We will pay in respect of any one claim is the lower of the Reinstatement of Data Sum Insured or £50,000.

Payments on Account

Claims payments on account may be made to You if required.

Research and Development Costs

We will cover You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage.

The maximum We will pay in respect of any one claim is the lower of the Reinstatement of Data Sum Insured or £50,000.

We will not cover You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred.

Exceptions

The following exceptions apply to Reinstatement of Data in addition to the Policy Exceptions at the back of this policy

We will not cover you in respect of

(1) (a) loss of
(b) loss of use of
(c) inaccessibility of

data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software

(2) costs of reinstating data incurred as a result of Virus or Similar Mechanisms, Hacking or Denial of Service Attacks

(3) costs of reinstating data incurred as a result of
(a) any accidental failure of a telecommunications link
(b) any accidental failure of Your electricity supply

caused by
(i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system
(ii) the exercise by any supply authority of its power to withdraw or restrict supply or services
(iii) industrial action

(4) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them

(5) costs of reinstating software or programs.

Cyber - Virus or Similar Mechanism, Hacking and Denial of Service Attacks Cover

We will cover You in respect of

(1) Damage to Equipment specified in The Schedule under Damage to Equipment including locating and removing a detectable Virus or Similar Mechanism contained in any of Your Equipment

(2) the necessary and reasonable costs incurred to avoid or diminish interruption or interference with The Business if the Business Interruption and/or Increased Cost of Working Cover applies

(3) the necessary and reasonable costs incurred to reinstate data onto Data Storage Materials if the Reinstatement of Data Cover applies

caused by or resulting from a Virus or Similar Mechanism, Hacking or a Denial of Service Attack.

The maximum We will pay in any one Period of Insurance will be the Sum Insured stated in The Schedule.

We will not cover You in respect of the Excess which is stated in The Schedule.

Terrorism

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the back of this policy and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Acts of Terrorism

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 HM Government in the United Kingdom or any other government de jure or de facto.

Computer System

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

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.

Data

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

Denial of Service Attack

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

Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

Hacking

Unauthorised access or legitimate access resulting in unauthorised acts to any Computer System by whatever means, whether Your property or not.

Heads of Cover

Any of the following types of direct insurance cover

(1) Buildings and completed structures

(2) Other Property

(3) Business Interruption

(4) Books Debts

insured under this policy.

Individual

Any person other than

(1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business

(2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual

(3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:

   (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or

   (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%

(4) an individual insured property that is of sole commercial use

(5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

Nuclear Installation

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

(1) the production or use of atomic energy;

(2) 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

(3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or 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

Any access or attempted access to Data or a Computer System made by means of misrepresentation or deception whether effected by or to a human, a Computer System, an artificial intelligence system or by whatever means.

Property

For the purposes of the Terrorism Section only, all property whatsoever, but excluding:

(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless

   (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or

   (b) not insured in the name of an Individual

(2) 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.

Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an artificial intelligence system, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of 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.

Cover

We will cover You for a Covered Loss during the Period of Insurance subject to the provisions set out below. The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for any loss or damage whatsoever

(1) occasioned by 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) unless and until the Treasury certifies the event or events in question to have been an Act of Terrorism.

(3) directly or indirectly caused by 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 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.

   Proviso to Exception (3)

   (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:

      (a) Results directly (or, solely as regards (b) (iii) below, indirectly) from

         (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),

         (ii) impact of aircraft or any aerial devices or articles dropped from them,

         (iii) 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,

         (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

(b) comprises:

(i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or

(ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or

(iii) 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 You to avoid or diminish such loss; and

(c) 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.

(2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude

(a) any money, currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and

(b) any Data.

(3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above 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 sub-paragraph (1) (a) above 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 and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, 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 Section.

Conditions

The following conditions apply to Terrorism in addition to the Policy Conditions at the back of this policy.

(1) We may cancel the cover provided by the Terrorism Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

(a) Claim(s) made under this Section for which We have made a payment or which are still under consideration

(b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

(2) purchase Terrorism cover in respect of all

(a) property and premises owned by You or any of Your subsidiary companies or for which You or they are responsible

and

(b) if applicable, Business Interruption and Book Debts exposures of Yours or theirs

unless We agree otherwise in writing

Policy Clauses

The following clause applies to Business Interruption and Increased Cost of Working Covers, if insured.

Action by Police, Government or Other Competent Authority

We will cover You in respect of interruption or interference with The Business caused by or resulting from the prevention or restriction of access to, or the closure of, The Premises by any Police, Government or other competent authority due to an emergency event within the distance stated in The Schedule of the boundary of The Premises that causes or threatens a danger or disturbance.

Action by Police, Government or Other Competent Authority

We will cover You in respect of interruption or interference with The Business caused by or resulting from the prevention or restriction of access to, or the closure of, The Premises by any Police, Government or other competent authority due to an emergency event within the distance stated in The Schedule of the boundary of The Premises that causes or threatens a danger or disturbance.

The maximum We will pay in respect of any one claim is £50,000.

The provisions of any Automatic Reinstatement Clause do not apply to this Clause.

We will not provide cover for

(1) any action taken in controlling, preventing or suppressing the spread of any disease

(2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission

(3) any interruption or interference lasting less than 12 hours.

The following clauses apply to this Computer Policy.

Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

Subrogation Waiver

We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any

(1) company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant Companies Act or Companies (NI) Order current at the time of Damage

(2) user of the Equipment authorised by You provided that such user observes, fulfils and is subject to the terms, conditions and limitations of this Policy and You do not receive any form of indemnity or damages from such user.

Policy Conditions

The following Policy Conditions apply in addition to the conditions contained in each Cover of the policy.

Alteration of Risk

If there has been any alteration to the Equipment and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

Cancellation

(1) You may cancel this policy at any time after the date We have received the premium (or at least one monthly premium instalment) by providing at least 30 days' written notice to Us.

(2) We may cancel this policy if You do not pay Your monthly premium when it is due. If You do not pay the first monthly premium, Your policy will not be valid. If You miss a payment after that, We will write to You giving You at least 14 days' notice of a further date to pay by. If We do not receive payment by that date, We will cancel the policy and/or additional cover options.

If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

(a) claim made under the policy for which We have made a payment

(b) claim made under the policy which is still under consideration

(c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

(3) If We have not agreed a monthly premium instalment plan with You, We will cancel this policy from the inception date if the premium is not paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

(a) claim made under the policy for which We have made a payment

(b) claim made under the policy which is still under consideration

(c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

Contribution

(1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.

(2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.

(3) If the Equipment covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

(1) refuse to pay the claim,

(2) recover from You any sums paid by Us to You in respect of the claim,

(3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

(1) refuse to pay the claim,

(2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),

(3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and The Schedule will be read as one contract.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

If You have breached Your duty to make a fair representation of the risk to Us before the policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(2) Before a variation was agreed

If You have breached Your duty to make a fair representation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:

- We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
- We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Option for Settlement

We may at our option

(1) Repair, reinstate or replace any equipment damaged

or

(2) Pay the amount of Damage

We do not include

(1) Temporary repairs carried out without Our consent

(2) The cost of alterations, additions, improvements or overhauls carried out when any repair is undertaken.

Our Rights

If Damage occurs which may lead to a claim We may

(1) Enter the building or premises

(2) Take possession of, or require to be delivered to Us, Equipment which We will deal with in a reasonable manner

Without incurring liability or reducing Our rights

We will not pay for Damage if You or anyone acting on Your behalf.

(1) Do not comply with Our requirements

(2) Hinder or obstruct Us.

Paying Monthly

Your monthly premiums will be due on the agreed date and on the same date of each following month. We will give You one month's cover for each monthly premium You pay starting from the cover start date.

If You do not pay Your first monthly premium Your policy will not be valid. If You have paid at least one monthly premium and then You don't pay any premium amount after that when due, We will cancel Your policy as explained in the Cancellation Condition.

Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Severability of Interest

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, the policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

(a) Total Sum Insured;

(b) Sum Insured;

(c) Limits of Liability; or

(d) any other cover limit, limit of liability or indemnity, and/or any amount payable

stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

(i) Aviva as one party

and

(ii) The Policyholder, as the other party.

Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

Policy Exceptions

The following Policy Exceptions apply to all Covers unless otherwise stated and in addition to the exceptions contained in each Cover of the policy.

We will not cover You in respect of

(1) Damage or interruption to or interference with The Business caused by wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidisation.

However We will cover You for any subsequent Damage resulting from such cause not otherwise excluded.

(2) any accidental failure of the telecommunications links caused by

- (a) Equipment which is not
  - (i) properly installed or compatible with the telecommunications system provided by Your telecommunications services supplier
  - (ii) recognised and approved by Your telecommunications services supplier
- (b) failure of any satellite
  - (i) prior to obtaining its full operating function
  - (ii) while in or beyond the final year of its design life
- (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite.

(3) any Damage to the Equipment resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(a) Terrorism

(b) civil commotion in Northern Ireland

(c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above

Terrorism means

(i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, 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 HM Government in the United Kingdom or any other government de jure or de facto

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence, and/or
- harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this policy, the burden of proving that any such Damage is covered under this policy will be upon You.

(4) Loss, destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from

(a) any test, experiment or routine inspection

(b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.

(5) Damage caused by or contributed to by or arising from

(a) disappearance

(b) unexplained or inventory shortage.

(6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

(a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

(ii) mutiny or military uprising, martial law

(b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and

(c) any action taken in controlling, preventing, suppressing or in any way relating to (6) (a) and/or (6) (b) above

However,

exceptions (6) (a) (b) and (c) do not apply to the Terrorism Section, when insured by this policy.

(7) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

(a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(b) the use of any weapon or device

(i) dispersing radioactive material and/or ionising radiation or

(ii) using atomic or nuclear fission and/or fusion or other like reaction.

(c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

exceptions (7) (a) and (7) (b) do not apply to the Terrorism Section, when insured by this policy.

(8) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned

However, Exception (8) does not apply to the Terrorism Section when insured by this policy.

(9) any claim which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device

(b) media or systems used in connection with anything referred to in (9) (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

(i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

(1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency but only to the extent that such claim would otherwise be insured under this Policy

(2) exceptions (9) (a) and (9) (b) do not apply to the Terrorism Section when insured by this policy

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial and/or spatial 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, impact by any road vehicle or animal, or theft.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Accident

(1) Damage to Equipment from any cause not excluded under Increased Cost of Working.

(2) The accidental failure or fluctuation of Your supply of electricity at the terminal point of Your supplier's feed to The Premises from any cause which is not specifically excluded.

(3) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal point of Your supplier's feed to the Equipment from any cause which is not specifically excluded.

(4) Any accidental failure of a telecommunication link to the Equipment at The Premises from any cause which is not specifically excluded.

(5) Damage to data contained in Data Storage Materials resulting from an identifiable cause which is discovered during the Period of Insurance.

Computer Equipment

Mainframes, personal computers, servers and other equipment including

(1) hard or solid-state drives

(2) interconnected wiring

(3) air conditioning and cooling equipment

(4) generating and voltage regulating equipment

(5) satellite and telecommunications links and computerised telephone exchanges

(6) electronic access equipment

(7) temperature and humidity recording equipment

(8) Data Storage Materials

used for processing, communicating and storing electronic data.

Damage

Loss, destruction or damage.

Data

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code of series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Equipment or data, including but 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 within, between or amongst networks.

Equipment

Items of Computer Equipment or Portable Equipment stated in The Schedule belonging to You or for which You are responsible including software or programs contained in or for use with the Equipment.

We will not cover You for property which is more specifically insured.

Erasure of Data

Accidental or malicious erasure, destruction, distortion or corruption of data or programs on the Equipment which is discovered during the Period of Insurance and results from an identifiable cause.

This does not include loss of or loss of use of or inaccessibility of data or programs arising from pre-existing faults in or unsuitability of programs in computer systems software.

Europe

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the member countries of the European Union, Iceland, Liechtenstein and Norway.

Excess

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply. You will repay any such amount paid by Us.

Excess Period

The period measured from the date of the insured Damage during which We will not be liable for any interruption of or interference with The Business.

Our liability shall exist only for such part of said loss that is incurred for the determined period of interruption or interference in excess of the Excess Period.

Failure of Distribution Equipment

Accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal point of the supplier's feed to the Equipment from any cause which is not specifically excluded.

Hacking

Unauthorised access to or malicious use of any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

Indemnity Period

The period during which The Business results are affected due to an Accident, beginning with the date of the Accident and ending not later than the Maximum Indemnity Period.

Maintenance Agreement

A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.

Maximum Indemnity Period

The number of months stated in The Schedule.

Period of Insurance

From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.

Portable Equipment

Computer Equipment designed to be carried by hand whilst away from The Premises.

This includes, but is not limited to, laptops, notebooks, palmtops, tablets, smartphones, handheld computers, personal digital assistants, digital cameras, printers, projectors and other peripheral equipment that connects to other Portable Equipment.

Prescribed Territories

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

Revenue

Revenue means the money paid or payable to You for services rendered or goods sold in the course of The Business at The Premises.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

(a) affect The Business before or after the Damage

(b) would have affected The Business had the Damage not occurred.

The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Sum(s) Insured

The amount specified in Your policy or The Schedule as the sum insured.

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Equipment, Sums Insured, Limits of Liability, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

Unattended Vehicle

Any vehicle where neither You nor any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Equipment or data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships, unincorporated association or unincorporated associations, named in The Schedule as The Policyholder.

Aviva Insurance Limited.

Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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