

# Your Sample Engineering Machinery Policy

**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.

## 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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Inside the front cover you will find your:

- Policy Schedule**
- Important Information**
- Statement of Fact**



## 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 contained on your risk presentation and Statement of Fact document 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 contained in or endorsed on this policy.

## Important

**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 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 occurred and 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 in which it occurred.



Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Engineering 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, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

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## 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.

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## Use of Language

All communications relating to this contract will be in English.



Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

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## Machinery Damage

### Cover

We will cover You in respect of Damage occurring during the Period of Insurance to the Property Insured at The Premises by the Contingency shown against it in The Schedule.

The maximum We will pay will be the Limit of Indemnity shown in The Schedule in respect of any one event or series of events arising out of one occurrence of Damage.

Plus any additional sums stated by a Clause.

### Contingencies

#### Accidental Damage

Accidental Damage which requires repair or replacement before normal working of the Property Insured can resume.

#### All Risks

All Risks.

#### All Risks excluding Breakdown

All Risks excluding Breakdown.

#### Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse which requires repair or replacement before normal working of the Property Insured can resume.

#### Sudden and Unforeseen Damage

Sudden and unforeseen damage including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Accidental Damage

which requires repair or replacement before normal working of the Property Insured can resume.

### Additional Cover

#### Deterioration of Stock

We will cover You in respect of Damage to Insured Goods belonging to You or for which You are responsible whilst contained in any Cold Chamber by deterioration or contamination caused by

- (1) a change in temperature as a result of any cause not otherwise excluded
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the Cold Chamber

The maximum We will pay under this Cover is the maximum amount any one claim stated in The Schedule

We will not cover You in respect of

- (1) Damage caused by or consisting of
  - (a) fire, lightning or explosion
  - (b) aircraft and other aerial and/or spatial devices or articles dropped from them
  - (c) riot, civil commotion, strikers locked out, workers taking part in labour disturbances
  - (d) earthquake
  - (e) storm, flood or inundation from the sea
  - (f) escape of water from any tank apparatus or pipe
  - (g) subsidence, ground heave or landslip
  - (h) theft or attempted theftregardless of any other contributory cause.
- (2) Damage caused by wearing away, wasting, erosion, corrosion, slowly developing deformation, or any other gradual deterioration or failure of the Cold Chamber  
However We will cover You for Damage to Insured Goods as a result of any subsequent sudden and unforeseen Damage to the Cold Chamber arising from such causes.
- (3) Damage caused by the deliberate act of any supplier of electricity or caused by the exercise by any supplier of electricity of its power to withdraw or restrict supply or services
- (4) Damage caused by any industrial action lasting more than 7 consecutive days unless the failure results from Damage to any generating substation of Your supplier of electricity in the Prescribed Territories or France.
- (5) Damage caused by faulty packing or storage or inherent defect or disease in the Insured Goods
- (6) any penalty

- (a) for delay or detention
  - (b) in connection with guarantees of performance or efficiency
  - (c) for liquidated damages or consequential loss
  - (d) for liability not specifically provided for by this cover
- (7) The Excess stated in The Schedule
- (8) any Damage to the Insured Goods 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 meanscaused 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 Additional Cover Deterioration of Stock under this Section, the burden of proving that any such Damage is covered under this Additional Cover Deterioration of Stock Section will be upon You.
- (9) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.
- However, We will cover You in respect of subsequent Damage to the Insured Goods caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.
- (10) 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 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.

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## Clauses

***These clauses apply to Additional Cover Deterioration of Stock under this Section and are stated in The Schedule***

### 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 to reinstate the Sum Insured.

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### Cleaning and Decontamination Costs

We will cover the costs necessarily incurred by You in cleaning or decontamination of the Cold Chamber in which the Insured Goods were stored following Damage

The maximum We will pay for any one claim is

- (1) the percentage shown in The Schedule of the Sum Insured stated in The Schedule
- or
- (2) the amount stated in The Schedule
- whichever is the lower

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### Disposal of Insured Goods

We will cover the costs necessarily incurred by You to dispose of Insured Goods, which have been condemned as a result of Damage.

The maximum We will pay for any one claim is

- (1) the percentage shown in The Schedule of the Sum Insured stated in The Schedule
- or
- (2) the amount stated in The Schedule
- whichever is the lower

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## Loss Avoidance Measures

We will cover You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Property Insured 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 clause and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is stated in The Schedule.

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## Payments on Account

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

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## Definitions

***The following definitions apply to Additional Cover Deterioration of Stock under this section in addition to the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply***

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### Cold Chamber

The cold room or chamber in which the Insured Goods are stored at a controlled temperature stated in The Schedule.

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### Insured Goods

Any goods stored in any Cold Chamber at the premises shown in The Schedule and goods, which would have been stored in the Cold Chamber, but for insured Damage.

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### Refrigerating Plant

Refrigerating plant used for the sole purpose of controlling the temperature in the Cold Chamber including any switchgear, motors, engines, pumps, fans, piping valves and controlling or recording apparatus.

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## Conditions

***The following conditions apply to Additional Cover Deterioration of Stock in addition to the Section and Policy Conditions at the back of this policy and keep the same meaning wherever they appear, unless an alternative condition is stated to apply***

### Average

The Sum Insured stated in The Schedule is subject to average. This means that if at the time of the Damage the Sum Insured is less than 85% of the total value of the Insured Goods You will

- (a) be responsible for the difference
  - (b) bear a proportionate share of the loss
- 

## Clauses

***These clauses apply to the Machinery Damage Cover under this Section and are stated in The Schedule***

### Additional Property Insured

We will cover You in respect of Damage to additional Property Insured of a similar type to that stated in The Schedule provided that You

- (1) tell Us of any additional Property Insured before the end of the current Period of Insurance in which it was acquired and ready for use and pay an agreed additional premium
- (2) comply with current law for the examination and certification of the Property Insured before it is used.

We will not cover You in respect of

- (1) Property Insured that is unsuitable for its purpose
  - (2) material defects that You are aware of in the additional Property Insured.
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### Damage to Surrounding Property – boiler and pressure plant

We will cover You for Damage to Property Insured and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler or pressure plant forming part of the Property Insured. The maximum We will pay in respect of any one claim is stated in The Schedule.

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### 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 Property Insured or other property which have suffered Damage insured by the Machinery Damage Cover under this Section.

The maximum We will pay in respect of any one claim is stated in The Schedule. 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 Property Insured or other property not insured by the Machinery Damage Cover under this Section.

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## Documents

We will cover You for Damage to designs, plans and blueprints but only in respect of

- (1) the value of the materials
- (2) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not cover You in respect of

- (1) expenses in connection with producing information to be recorded
- (2) the value to You of any information lost.

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## Foundations, Surrounding Masonry and Brickwork

We will cover You in respect of the cost and expenses for removal and replacement of foundations of or masonry or brickwork surrounding an item of Property Insured provided that its removal and replacement is necessitated solely in order to repair or replace an item of Property Insured as a result of Damage insured by the Machinery Damage Cover under this Section.

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## Loss Avoidance Measures

We will cover You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Property Insured 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 clause and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is stated in The Schedule.

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## Repair Investigation Costs

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

The maximum We will pay in respect of any one claim is stated in The Schedule.

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## Temporary Hire of Replacement Plant or Machinery

We will cover You in respect of costs and expenses necessarily and reasonably incurred for the temporary hire or rental of replacement plant or machinery following Damage to an item of Property Insured which is insured by the Machinery Damage Cover under this Section.

The maximum We will pay in respect of any one claim is stated in The Schedule. We will not cover You in respect of any hire or rental costs incurred

- (1) in the period stated in The Schedule immediately following Damage
- (2) more than 90 days after the occurrence of the Damage.

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## Temporary Removal

We will cover You for Damage to Property Insured whilst temporarily removed from the Premises for a period not exceeding 6 months for the purposes of The Business or for cleaning, renovating or repair.

Exception (1) will not apply to this Clause.

The maximum We will pay in respect of any one claim for Damage to Property Insured during transit by sea or air is stated in The Schedule.

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## Temporary Repair Costs and Expediting Expenses

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

- (1) making temporary repairs to the Property Insured
- (2) ensuring the Damage to Property Insured is repaired as soon as possible.

The maximum We will pay in respect of any one claim is stated in The Schedule.

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## Basis of Claim Settlement for the Machinery Damage Cover under this Section

### Basis of Claim Settlement – Reinstatement

Unless any other alternate Basis of Claim Settlement is stated to apply, where Damage occurs to Property Insured or other property insured by the Machinery Damage Cover under this Section and the Property Insured or other property insured is

- (1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new.
- (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.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, 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, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if

- (1) You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have 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
- (2) the normal working environment of the Property Insured is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises
- (3) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture.

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

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### **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 than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

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

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### **Basis of Claim Settlement – Declared Value**

Where stated against an item in The Schedule that this Basis of Claim Settlement applies where Damage occurs to that item and the item is

- (1) lost or destroyed, We will pay the value declared to Us for the item. If no value has been declared We will pay for its replacement by similar property in a condition as good as, but not better than its condition before the occurrence of the Damage
- (2) damaged, We will pay for the cost of repairs to a condition as good as but not better than its condition before the occurrence of the Damage. We will not pay more than We would have done if it had been completely destroyed.

The work of replacement 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 not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured or You do not comply with any of the terms of this Clause.

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

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### **Basis of Claim Settlement – Reinstatement Of Property Insured in The Open**

Where stated against an item in The Schedule that this Basis of Claims Settlement applies where Damage occurs to that item and the item is

- (1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new
- (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 the Property Insured 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.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, 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, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have 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.

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## **Conditions**

***The following conditions apply to the Machinery Damage Cover under this Section in addition to the Policy Conditions at the back of this policy.***

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### **Average**

In respect of any Item that has a Sum Insured stated against it in The Schedule if at the time of the Damage, the total Sum Insured of all such items is less than 85% of their total current new replacement value, You will be responsible for the difference and bear a proportionate share of the loss.

## Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter or take possession of the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

## Exceptions

***The following exceptions apply to the Machinery Damage Cover under this Section in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Damage caused by or consisting of
  - (a) fire, lightning or explosion (except Explosion as defined in the Machinery Damage Cover under this Section)
  - (b) aircraft and other aerial and/or spatial devices or articles dropped from them
  - (c) riot, civil commotion, strikers locked out, workers taking part in labour disturbances
  - (d) earthquake
  - (e) storm, flood or inundation from the sea
  - (f) escape of water from any tank apparatus or pipe
  - (g) subsidence, ground heave or landslip
  - (h) theft or attempted theftregardless of any other contributory cause.

This Exception will not apply to Contingency All Risks or All Risks excluding Breakdown if insured by Machinery Damage Cover under this Section.

- (2) the cost of remedying or repairing
  - (a) gradual deterioration or wear and tear
  - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
  - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Property Insured which is subject to steam or fluid pressure.

However We will cover You for any consequent Damage to Property Insured which is insured by Machinery Damage Cover under this Section.

- (3) the cost of any maintenance work.
- (4) Damage caused by the use of more than one crane unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
- (5) any penalty
  - (a) for delay or detention
  - (b) in connection with guarantees or performance or efficiency
  - (c) for liquidated damages or consequential loss
  - (d) for liability not specifically provided for by this Machinery Damage Cover under this Section
- (6) Damage to tyres caused by braking or by punctures, cuts or bursts.
- (7) Damage to experimental or prototype Property Insured.
- (8) Damage caused by the chipping of painted surfaces or scratching of any surfaces.
- (9) The Excess stated in The Schedule.
- (10) any Damage to the Property Insured 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 the Machinery Damage Cover under this Section, the burden of proving that any such Damage is covered under the Machinery Damage Cover under this Section will be upon You.

- (11) (a) Loss of Data  
(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by the Machinery Damage Cover under this Section.

- (12) 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 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.

This exception does not apply during the application to an item of Property Insured of a load or loads that exceed its safe working load or loads for the purpose of certifying the item in the presence of a competent person approved by Us.

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## Definitions

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

### Accidental Damage

Accidental Damage to Property Insured by any external cause not otherwise excluded.

Accidental Damage does not include Breakdown, Collapse or Explosion.

However, We will cover You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.

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### All Risks

Damage by any cause not otherwise excluded.

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### All Risks Excluding Breakdown

Damage by any cause not otherwise excluded.

We will not cover You in respect of any loss resulting from Breakdown.

However, We will cover You in respect of any consequent Damage caused by Breakdown which is not otherwise excluded.

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### Breakdown

- (1) The breaking, distortion or burning out of any part of the Property Insured which occurs while the Property Insured is being used normally, arising from
  - (a) any mechanical or electrical defect in the Property Insured
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Property Insured by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

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### Collapse

The sudden and dangerous distortion of any part of the Property Insured caused by crushing stress by force of steam or fluid pressure.

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### Damage

Physical loss, destruction or damage.

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### Excess/Excesses

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.

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### Explosion

The sudden and violent rending of Property Insured by force of internal steam or fluid pressure. Explosion does not include

- (1) pressure of chemical action
- (2) ignition of the contents of the Property Insured.

---

### Property Insured

All parts of the Items stated in The Schedule.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Property Insured does not include

- (1) non-metallic or refractory linings
- (2)
  - (a) cutting edges or extrusion heads
  - (b) moulds, patterns or dies
  - (c) heating elements
  - (d) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability
- (3) supporting or enclosing structures, foundations, masonry or brickwork
- (4) underground pipes
- (5) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (6)
  - (a) vehicles licensed for road use or which require a Certificate of Motor Insurance unless designed or adapted primarily as a tool of trade for the purpose of The Business
  - (b) electricity generating equipment not used for the sole purpose of standby to the supply of electricity at The Premises
  - (c) data processing, accounting or other office equipment
  - (d) spare partsunless specified in The Schedule.

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## Business Interruption

### Cover

We will cover You for any interruption or interference with The Business resulting from Damage to Property Insured used by You at The Premises for the purpose of The Business, occurring during the Period of Insurance caused by the Contingences stated in The Schedule.

The Schedule will state any Clauses and Additional Covers which apply.

The maximum We will pay for any one claim is the Sum Insured stated in The Schedule unless stated otherwise in the Basis of Settlement.

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## Contingencies

### Accidental Damage

Accidental Damage which requires repair or replacement before normal working of the Property Insured can resume.

---

### All Risks

All Risks.

---

### All Risks excluding Breakdown

All Risks excluding Breakdown.

---

### Breakdown or Collapse

Breakdown or Collapse which requires repair or replacement before normal working of the Property Insured can resume.

---

### Sudden and Unforeseen Damage

Sudden and unforeseen damage including

- (1) Breakdown
- (2) Collapse
- (3) Accidental Damage

which requires repair or replacement before normal working of the Property Insured can resume.

---

## Additional Covers

The Schedule states which Additional Covers apply together with any

- (1) Sum Insured
- (2) Excess, consecutive hours or Deductible.

The Insurance by each of the items under the Business Interruption Cover is extended to include interruption or interference with The Business resulting from

- (1) the Additional Cover, or
- (2) Damage at The Premises or situations, or
- (3) Damage to the property

described below.

The maximum We will pay under each Additional Cover for any one loss is the sum insured, percentage or maximum amount payable stated in The Schedule, unless otherwise specifically stated within an individual Additional Cover.

The amounts or limits stated are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

---

## Action by Police Government or other Competent Authority

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 and in the Period of Insurance is stated in The Schedule

The provisions of any Automatic Reinstatement Clause does 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 the consecutive hours stated in The Schedule.

---

## Full Failure of Electricity Supply

We will provide cover following the accidental failure of Your supply of electricity at the terminal ends of Your supplier's feed to The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in the Period of Insurance is stated in The Schedule unless otherwise specified.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of electricity or caused by the exercise of any supplier's of electricity power to withdraw or restrict supply or services.
- (2) caused by any industrial action
- (3) lasting less than the consecutive hours stated in The Schedule but this will not apply for accidental failure resulting from Damage to any generating substation of Your supplier of electricity in the Prescribed Territories or France.
- (4) lasting more than 7 consecutive days unless the failure results from Damage to any generating substation of Your supplier of electricity in the Prescribed Territories or France.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

---

## Full Failure of Gas Supply

We will provide cover following the accidental failure of Your supply of gas at the terminal ends of Your supplier's feed to The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in the Period of Insurance is stated in The Schedule, unless otherwise specified.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of gas or caused by the exercise of any supplier's of gas power to withdraw or restrict supply or services.
- (2) caused by any industrial action
- (3) lasting less than the consecutive hours stated in The Schedule but this will not apply for accidental failure resulting from Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in the Prescribed Territories.
- (4) lasting more than 7 consecutive days unless the failure is as result of Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in the Prescribed Territories.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

---

## Full Failure of Telecommunications

We will provide cover following the accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in the Period of Insurance is stated in The Schedule unless otherwise specified.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services.
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions.
- (4) caused by the failure of any satellite.
- (5) lasting less than the consecutive hours stated in The Schedule.
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

## Full Failure of Water Supply

We will provide cover following the accidental failure of Your supply of water at the terminal ends of Your supplier's feed to The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance. The maximum We will pay in respect of any one claim and in the Period of Insurance is stated in The Schedule, unless otherwise specified.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of water or the exercise of any supplier's of water power to withdraw or restrict supply or services.
- (2) caused by any industrial action
- (3) caused by drought or other weather conditions unless equipment has been damaged.
- (4) lasting less than the consecutive hours stated in The Schedule but this will not apply for accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in the Prescribed Territories.
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in the Prescribed Territories.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

## Clauses

***Clauses appears in the Business Interruption Specification and apply when stated in The Specification Schedule***

## Basis of Claim Settlement

***The basis of settlement appears in the Business Interruption Specification and apply when stated in The Specification Schedule***

## 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 ceases 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 133<sup>1</sup>/3% 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.***

### Accumulated Stock Clause

In the event of Damage leading to a claim under this Section, if any reduction in Revenue directly due to such Damage is postponed by the Revenue being maintained from accumulated stocks of finished goods in warehouses or depots, We will take into account when adjusting any claims payment.

### 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 provided elsewhere than at The Premises.

---

## 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 the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditors' and professional accountants' charges, is the Maximum Amount Payable.

---

## 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.

---

## 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 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 Property Insured described in The Schedule whilst temporarily removed from The Premises for a period of up to three months to 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, the Section and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the 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.

## Increased Cost of Working Specification

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### Item

Increased Cost of Working Sum Insured stated in The Schedule.

---

### Basis of Settlement

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 as a result of Damage to Property Insured covered under this Section

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

---

### Clauses

***The following clauses apply to this Specification.***

---

#### **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 the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditors' and professional accountants' charges, is the Maximum Amount Payable.

---

#### **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.

---

#### **Temporary Removal and Transit**

We will cover You for increase in cost of working resulting from interruption or interference to The Business caused by Damage to the Property Insured described in The Schedule whilst temporarily removed from The Premises for a period of up to three months to 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, the Section and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Specification.***

---

#### **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.

---

### Conditions

***The following conditions apply to Business Interruption Cover under this Section 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) any 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 take 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 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.
- (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.

## Property 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 property at The Premises for the Damage, and
- (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 Cover under this Section in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Damage caused by or consisting of
  - (a) fire, lightning or explosion
  - (b) aircraft and other aerial and/or spatial devices or articles dropped from them
  - (c) riot, civil commotion, strikers locked out, workers taking part in labour disturbances
  - (d) earthquake
  - (e) storm, flood or inundation from the sea
  - (f) escape of water from any tank apparatus or pipe
  - (g) subsidence, ground heave or landslip
  - (h) theft or attempted theftregardless of any other contributory cause.  
This Exception will not apply to Contingency All Risks or All Risks excluding Breakdown if insured by Business Interruption Cover under this Section.
- (2) Damage caused by
  - (a) gradual deterioration or wear and tear
  - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
  - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Property Insured which is subject to steam or fluid pressure.However We will cover You for any consequent Damage to Property Insured which is covered by this Business Interruption Cover under this section.
- (3) Breakdown or derangement of any item of Insured Property that has not completed a period of one month's trouble free operation.
- (4) Damage caused by chemical reaction or ignition of the contents of the Property Insured.
- (5) The Excess stated in The Schedule.
- (6) any Damage to the Property Insured 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 Business Interruption Cover under this Section, the burden of proving that any such Damage is covered under this Business Interruption Cover under this Section will be upon You.

- (7) (a) Loss of Data  
(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.

- (8) 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 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.  
This exception does not apply during the application to an item of Property Insured of a load or loads that exceed its safe working load or loads for the purpose of certifying the item in the presence of a competent person approved by Us.

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## Definitions

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

---

### Accidental Damage

Accidental Damage to Property Insured by any external cause not otherwise excluded. Accidental Damage does not include Breakdown, Collapse or Explosion.

However, We will cover You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.

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### All Risks

Damage by any cause not otherwise excluded.

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### All Risks Excluding Breakdown

Damage by any cause not otherwise excluded.

We will not cover You in respect of any loss resulting from Breakdown.

However, We will cover You in respect of any consequent Damage caused by Breakdown which is not otherwise excluded.

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### Breakdown

- (1) The breaking, distortion or burning out of any part of the Property Insured which occurs while the Property Insured is being used normally, arising from
  - (a) any mechanical or electrical defect in the Property Insured
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Property Insured by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

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### Collapse

The sudden and dangerous distortion of any part of the Property Insured caused by crushing stress by force of steam or fluid pressure.

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### Damage

Physical loss, destruction or damage.

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### Excess/Excesses

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.

## Property Insured

All parts of the Property Insured stated in The Schedule.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Property Insured does not include

- (1) non-metallic or refractory linings
- (2)
  - (a) cutting edges or extrusion heads
  - (b) moulds, patterns or dies
  - (c) heating elements
  - (d) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability
- (3) supporting or enclosing structures, foundations, masonry or brickwork
- (4) underground pipes
- (5) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (6)
  - (a) vehicles licensed for road use or which require a Certificate of Motor Insurance unless designed or adapted primarily as a tool of trade for the purpose of The Business
  - (b) electricity generating equipment not used for the sole purpose of standby to the supply of electricity at The Premises
  - (c) data processing, accounting or other office equipment
  - (d) spare parts unless specified in The Schedule.
- (7) experimental or prototype machinery.

## Policy Conditions

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

### Alteration of Risk

If there has been any alteration to the Property Insured 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 by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) 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 We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been 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 sending not less than 30 days notice in writing to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that there have been no:
    - (a) claim(s) made under the policy for which We have made a payment
    - (b) claim(s) made under the policy which are still under consideration
    - (c) 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.

### Applicable to all other Sections insured by this Policy.

- (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 Property Insured 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.

## 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

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union and United Kingdom.

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## Severability of Interest

### Applicable to all Sections.

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this 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

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability;
- (5) Total Cover Limit; or
- (6) 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
  - (a) Aviva as one party  
and
  - (b) The Policyholder, as the other party.

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## 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.

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## Suspension of cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

## Policy Exceptions

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

We will not provide cover in respect of

- (1) 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 (1) (a) and/or (1) (b) above

However,

exceptions (1) (a) (b) and (c) do not apply to the Terrorism Section, when insured by this policy.

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

- (3) 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 (3) does not apply to the Terrorism Section when insured by this policy.

- (4) 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 (4) (a) abovewhether 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 (4) (a) and (4) (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.

## 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.***

### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### 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 and Electronic Equipment.

### Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

### Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic 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.

### Employee(s)

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
- (2) outworker or homeworker when engaged in work on Your behalf.

### Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

### Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, loss of data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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## Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

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## 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.

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## Prescribed Territories

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

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## The Business

Activities directly connected with the business specified in The Schedule.

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## The Premises

The premises specified in The Schedule.

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## The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

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## Unattended Vehicle

Any vehicle where neither You or 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.

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## Virus or Similar Mechanism

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

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## We/Us/Our/Aviva

Aviva Insurance Limited.

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## You/Your/The Policyholder

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

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## Complaints Procedure

### What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

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### What will happen if you complain

#### 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 the 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 firms 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](http://www.financial-ombudsman.org.uk), where you will find further information.

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## Financial Services Compensation Scheme

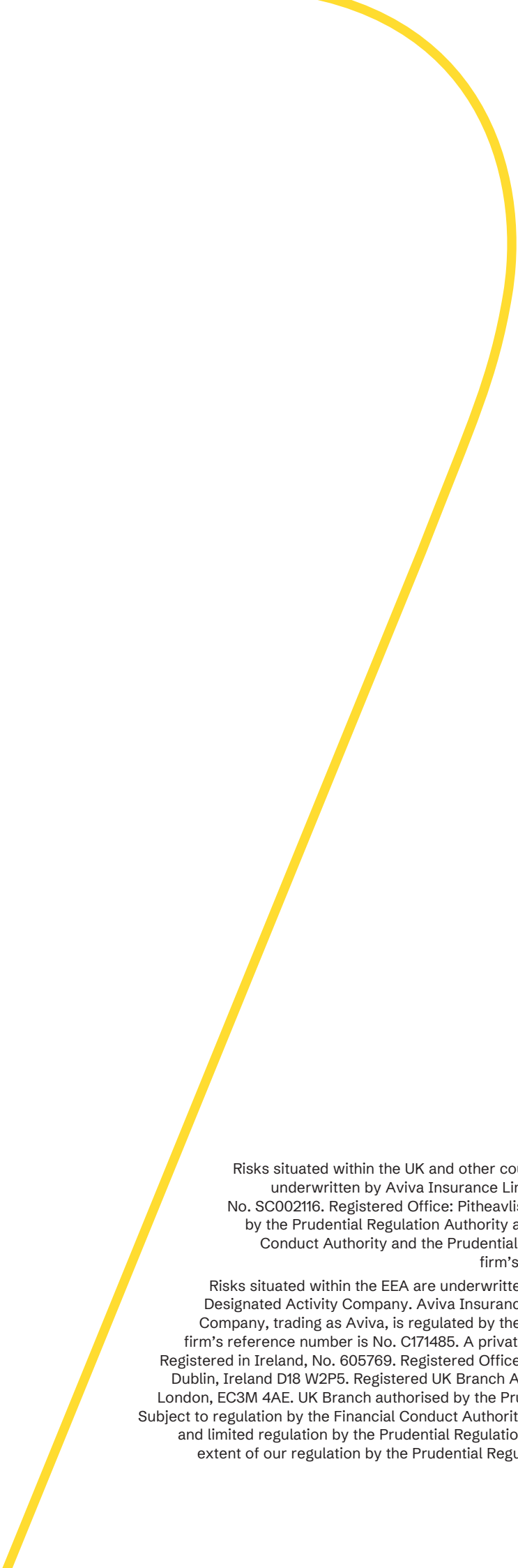
Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

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## 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.



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