



# OFFICES & SURGERIES

## Policy



# Introduction

Thank you for choosing MMA Insurance.

This is **Your Offices & Surgeries Policy**. It sets out the details of **Your** insurance contract with MMA Insurance plc.

The **Company** will provide insurance in the terms of this **Policy** for **Injury** or **Damage** occurring during the Period of Insurance which shall include any subsequent period for which the **Company** may accept payment for the renewal of the **Policy**.

The Schedules and any Endorsements are incorporated into and form part of this **Policy**.

The **Proposal** and Declaration and/or Statement of Fact and any premium payment application made by the **Insured** are the basis of and form part of this **Policy**.

**Please read this Policy and its Schedule to ensure that they are in accordance with Your requirements.**

## Contact Numbers

### CLAIMS

**Commercial Care Line 08708 44 44 47**

Should **You** be unfortunate enough to have to make a claim, **MMA Commercial Care Line** will manage all aspects of the claim for **You** from the time it is reported.

**MMA Commercial Care Line** is a service exclusive to MMA Insurance available **24 hours a day, 365 days a year**.

Staff trained in managing commercial claims can:

- Take the details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of claims from start to finish and arrange replacement of goods lost or stolen using the latest product information.
- As an MMA Policyholder, **You** have 24-hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises**, ranging from a broken window to a fire or any other emergency, including:
  - Emergency glazing
  - Locks
  - Plumbing

Arrangements will be made for a suitable contractor or repairer to attend although if the incident is not covered by your **Policy** **You** will be responsible for all costs incurred.

**You** can also fax any documentation relating to commercial claims to the following dedicated fax number:  
**029 2037 2015**

**Our aim is to bring Your claim to a speedy and satisfactory conclusion.**

### HELPLINE

**Business Legal Helpline**

As an MMA Policyholder should **You** require advice or guidance on any **Business** legal problem **You** may use the 24-hour Telephone Helpline at any time within the period of insurance of this **Policy**.

The service is provided by Eastgate Assistance.

Telephone **08705 234 915** and quote **Your Policy** number.

Advice given to **You** will be confirmed in writing where necessary.

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# Definitions

Certain words in the Policy have specific meanings. These meanings are defined below. The words defined carry the same meaning wherever they appear in the Policy, unless varied by a Definition in a particular Section, and are printed in bold to help You identify them

*Certain additional words are also defined at the beginning of the individual Sections in which they are used and to which they have a particular relevance*

## Company/We/Us/Our

MMA Insurance plc

## Proposal

The signed **Proposal** and declaration and/or Statement of Fact and any additional information supplied to the **Company** by or on behalf of the **Insured** which form the basis of the contract of insurance embodied in this **Policy**

## Policy

The **Policy** document and Schedule referred to therein plus any endorsements attached thereto or subsequently issued for attachment thereto

## Insured/You/Your

The person(s) or **Company** named in the Schedule

## Premises

That part of the buildings situated at the address or addresses shown in the Schedule and occupied by the **Insured** for the purposes of the **Business**

## Business

The **Business** stated in the Schedule

## Business Equipment

Office or surgery contents, equipment, fixtures fittings external blinds and signs, **Business Files** and all other contents (including personal effects or tools belonging to the **Insured** or any director, partner, customer or **Employee** of the **Insured**) excluding **Money** and landlord's fixtures and fittings

## Electronic Equipment

Personal computers, laptop computers, modems, keyboards, VDU's and printers, dedicated word processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, computer aided design equipment, telecommunication equipment, tv's, videos, hi-fi's, LCD projection panels, dictation machines, slide projectors and overhead projectors

## Business Files

Account books, deeds, manuscripts, plans, drawings, models, maps, records, computer discs and tapes, films, transparencies or art work for the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded)

## Money

Cash, Bank Notes, Cheques, Girocheques, Banker's Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines all the **Insured's** own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the **Insured's** own only while in his custody

## Non-Negotiable Instruments

Crossed Cheques, Crossed Girocheque, Crossed Banker's Drafts, Crossed Money Orders, used National Insurance Stamps, National Savings Certificates, Credit Company Sales Vouchers, V.A.T. Purchase Invoices and Unexpired units in Franking Machines

## Damage

Accidental loss, destruction or damage

## Employee

- (a) any person under a contract of service or apprenticeship with the **Insured** or
- (b) any person supplied to or hired or borrowed by the **Insured** while engaged in the course of the **Business**
- (c) any person engaged under a work experience or training scheme
- (d) any voluntary worker

## Excess

The amount of each claim for which the **Insured** will be responsible and which will be deducted from each claim after all other terms and conditions have been applied

## Territorial Limits

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

## Vacant or Unoccupied

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 14 days

# Customer Information

## Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However, if **You** do have any cause for complaint please contact **Us**:

- The Customer Services Director at MMA Insurance plc, Norman Place, Reading RG1 8DA.

If **You** consider the matter still unresolved, the following options are open to **You**:

1. Write to the Chief Executive at MMA Insurance plc.
2. Ask for **Your** case to be reviewed by the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. There are a few instances where the FOS is not able to assist and **You** must have allowed MMA the opportunity to resolve **Your** complaint before the FOS will become involved.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of **Business** and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

## Law Applicable to Contract

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. **We** have chosen Scottish Law if **You** live in Scotland and English Law if **You** live elsewhere in the United Kingdom.

Payment of **Your** premium is evidence of acceptance of **Our** choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

# Conditions applicable to all Sections

## Condition 1 – Compliance with Policy Terms

The **Company's** liability will be conditional upon the **Insured** complying with the terms of this **Policy**

## Condition 2 – Reasonable Precautions

The **Insured** must take or cause to be taken all reasonable precautions to prevent or minimise **Injury** or **Damage**

## Condition 3 – Alterations

Cover under this **Policy** will cease in the event of any alteration which increases the risk of **Damage** or where the **Insured's** interest ceases (other than by will or operation of law) unless such alteration is agreed in writing by the **Company**

If the **Business** is wound up or carried on by a Liquidator or Receiver or permanently discontinued cover under Section 2 is inoperative

## Condition 4 – Claims Procedure and Requirements

In the event of circumstances giving rise to or likely to give rise to a claim the **Insured** shall

- (a) report it to the **Company** immediately and furnish in writing full details of **Injury** or **Damage** as soon as possible but at the latest within seven days if caused by riot, civil commotion or malicious persons
- (b) report it to the Police immediately in the event of **Damage** by malicious persons, theft or accidental loss
- (c) at his own expense give all evidence, information and assistance as required
- (d) send every writ or other document to the **Company** immediately and not acknowledge it nor admit liability nor promise payment to other parties without the **Company's** written consent
- (e) permit the **Company** at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the **Insured** before or after meeting the **Insured's** claim

## Condition 5 – Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the wilful act or with the connivance of the **Insured** all benefits under this **Policy** shall be forfeited

## Condition 6 – Company's Rights

- (a) The **Company** may enter any **Premises** where **Damage** has occurred and take possession of or require to be delivered to them any property insured and deal with it in any reasonable manner
- (b) The **Company** are entitled to take over and conduct the defence or settlement of any claim at their discretion
- (c) Under Section 1D – Legal Liabilities the **Company** may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

## Condition 7 – Other Insurances

If the **Damage** or liability which is the subject of a claim under this **Policy** is covered by any other insurance the **Company** will not pay more than their rateable proportion

This Condition does not apply to Section 1C – Personal Accident – Assault

## Condition 8 – Cancellation Rights

The **Policy** may be cancelled

- (a) by the **Insured** giving written instruction to the **Company** at any stage of the duration of the contract
- (b) by the **Company**:
  - (i) Sending fourteen days written notice in the event of non payment of any monthly premium
  - (ii) Sending fourteen days written notice in all other circumstances by recorded delivery letter to the last known address of the **Insured**

In the event of the **Policy** being cancelled by either party the **Insured** will be entitled to a proportionate return of premium in respect of the unexpired portion of the current period of insurance other than within the first fourteen days of either inception/renewal or, if later, the date from which the contractual terms and conditions have been received, when the **Company** may charge an administration fee in addition to the proportionate premium in respect of the expired portion of the current period of insurance

# Conditions applicable to all Sections

*continued*

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

## Condition 9 – Security

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that

1. All external doors to **Your Premises** and any internal doors leading to other premises not occupied by **You** must be fitted with and secured out of business hours by
  - a 5 lever mortice deadlock and box striking plate conforming to BS3621
  - a 5 (or more) lever close shackle padlock and locking bar
  - in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
  - in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
  - in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
  - an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above

2. All accessible windows, fanlights and skylights must be fitted with and secured out of **Business** hours by

- key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
- in the case of louvred windows the louvres must be permanently fixed in place

## Warning

In the case of any doors or windows which are designated Fire Exits please consult with **Your** local Fire Authority to ensure an acceptable balance between security and safety is maintained

## Condition 10 – Unoccupancy

It is a condition precedent to liability under this **Policy** that within 14 days of the **Premises** or any part thereof becoming **Vacant** or **Unoccupied** or not having been actively used for **Business** purposes the **Company** is notified and

1. all services are turned off at the mains and the water and heating systems drained
2. the **Premises** are to be adequately secured against unauthorised entry
3. at least weekly inspections are to be made of the **Premises** by the **Insured** or an authorised representative working on the **Insured's** behalf
4. any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**

# Exceptions applicable to all Sections

## This Policy does not cover

### Exception 1 – Excess

Please see Policy Schedule

### Exception 2 – Radioactive Contamination

**Damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

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

but in respect of **Injury to Employees** under Section 1D – Legal Liabilities this Exception shall apply only when the **Insured** under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such **Injury**

### Exception 3 – Northern Ireland and Terrorism

Liability, loss or **Damage** caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where **We** need to provide the minimum insurance required by Employers' Liability legislation.

### Exception 4 – Sonic Boom

**Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### Exception 5 – War Risks

Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

### Exception 6 – Confiscation

Confiscation, nationalisation or requisition by order of any government, public, municipal, local or customs authority

### Exception 7 – Electronic Date Recognition

**Damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability other than in respect of **Injury to an Employee** or **Financial Loss** directly or indirectly caused by or contributed to by or consisting of or resulting

from the failure of any computer, data processing equipment, media or system microchip, integrated circuit or similar device or any computer software or other equipment or system for processing, storing or retrieving data, whether the property of the **Insured** or not, and whether occurring before, during or after the Year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or to correctly manipulate, interpret or process any data, information command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude **Damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or **Financial Loss** not otherwise excluded which itself results from

1. Fire, lightning, explosion, earthquake
2. Riot, civil commotion, strikers, labour or political disturbance, malicious persons or vandals
3. Storm or Flood but excluding
  - (a) **Damage** resulting from frost, subsidence, ground heave, landslip or changes in the water table level
  - (b) property in the open
  - (c) **Damage** to fences gates and posts
4. Bursting, overflowing or leakage of water tanks, apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding **Damage** occurring whilst the **Premises** are empty or disused
5. Accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the **Premises** are empty or disused
6. Falling trees or parts of trees but excluding **Damage** caused by the felling or lopping of trees or by tree roots
7. Impact by any animal, vehicle, aircraft or any aerial device or articles dropped or falling therefrom

# Exceptions applicable to all Sections

*continued*

8. Leakage of beer or other beverages from storage containers and connected apparatus
9. Theft or attempted theft
  - (a) involving entry to or exit from the **Premises** by forcible and violent means
  - (b) as a result of actual or threatened violence or assault to the **Insured** any partner, director or **Employee** of the **Insured** or any person lawfully on the **Premises**

## Exception 8 – Electronic Data

### 1. Electronic Data Exclusion

This **Policy** does not insure loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or loss of use, reduction in functionality cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss

**ELECTRONIC DATA** means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

**COMPUTER VIRUS** means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'

### 2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this **Policy** suffer physical loss or **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying **ELECTRONIC DATA** from back-up or from originals of a previous generation These costs will not include research and engineering nor any costs of recreating gathering or assembling such **ELECTRONIC DATA**

If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media However this **Policy** does not insure any amount pertaining to the value of such **ELECTRONIC DATA** to the **Insured** or any other party even if such **ELECTRONIC DATA** cannot be recreated gathered or assembled

## Exception 9 – Professional Indemnity

The **Company** shall not be liable in respect of any **Injury** or **Damage** to property caused by or in connection with the exercising by the **Insured** or any director, partner or **Employee** of the **Insured** of any professional skill, duty or advice whether fees are charged or not

# Policy Cover

## Section 1A – Contents

### Cover

The property described in the Schedule belonging to the **Insured** or for which the **Insured** is legally responsible is covered against **Damage** sustained at the **Premises** including costs and expenses necessarily incurred in removing debris following such **Damage** or while temporarily removed from the **Premises** for cleaning renovation or repair within the **Territorial Limits**

### Additional Cover

This Section also covers

#### Fixed Glass

**Damage** to fixed glass (including its framework, lettering or any intruder alarm foil attached to it) at the **Premises** including the cost of necessary boarding up pending replacement

#### Replacement of Locks

Costs incurred as a result of the necessary replacement of locks at the **Premises** following theft of keys from the **Premises** or from the home of any director, partner or **Employee** authorised by the **Insured** to hold such keys provided that the **Company's** liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Premises** while closed for **Business** or exceed £1,000 any one occurrence

#### Electronic Equipment Temporary Removal

**Electronic Equipment** temporarily removed from the **Premises** where required within the **Territorial Limits** provided that the **Company's** liability shall not exceed £1,500 in respect of any one occurrence

#### Exhibition Cover

**Damage** to Contents whilst at any exhibition within the **Territorial Limits** provided that the **Company's** liability shall not exceed £2,000 in respect of any one occurrence

### Additional Property Covered

This Section extends to cover **Damage** to the following property if it is owned by the **Insured** or the **Insured** is legally responsible for it

#### 1. Stock

Stock and materials in trade prescription drugs medicines medical supplies medical bags including contents and goods in trust the property of the **Insured** or for which the **Insured** is responsible excluding **Money**, securities, coins, stamps, jewellery, precious metals or stone or explosives provided that the **Company's** Liability shall not exceed £1,000 in any one Period of Insurance

#### 2. Deterioration of Stock

We will indemnify **You** in respect of **Damage**, by deterioration or contamination, to drugs and vaccines belonging to **You** or for which **You** are responsible, whilst contained in any refrigeration unit caused by

1. a rise or fall in temperature as a result of
  - (a) breakdown of or **Damage** to the refrigeration unit
  - (b) non-operation of any thermostatic or automatic controlling devices pertaining to the refrigeration unit
  - (c) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
2. action of refrigerant fumes escaping from the refrigeration unit provided that the **Company's** Liability shall not exceed £1,000 in any one Period of Insurance

#### 3. Radio and Television Masts

Radio and television receiving aerials, satellite aerials, their fittings or masts at the **Premises**

#### 4. Theft Damage to the Buildings

The **Premises** if **Damage** is caused by theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means

#### 5. Underground Pipes and Cables

Underground water, gas, electricity, sewage, drainage or telephone pipes, wires or cables extending from the **Premises** to the public main

#### 6. Sanitary Fittings

Fixed sanitary ware and fittings at the **Premises**

#### 7. Metered Water or Heating Oil

The insurance by this Section extends to include additional meter water or heating oil charges incurred by the **Insured** as a result of insured **Damage**, provided that the **Company's** liability shall not exceed £2,500 in any one Period of Insurance

The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the **Damage** occurred with the normal charge in the same period in a previous year adjusted for any other relevant factors affecting the **Insured's** consumption of water during such period

# Policy Cover

## Section 1A – Contents

*continued*

### Limits of Liability

The **Company's** liability during any one Period of Insurance shall not exceed in respect of

1. any Property specified in the Schedule the Sum Insured set against it
2. all **Damage** the total of the Sums Insured specified in the Schedule
3. personal effects or tools belonging to the **Insured** or any director, partner, client or **Employee** of the **Insured** £500 any one person

Provided the **Company's** liability under any Item specified in the Schedule shall not exceed 10% of the Sum Insured on such Item in respect of

- (a) **Damage** sustained elsewhere than at the **Premises**

### Index Linking

The Sums Insured in the Schedule will be adjusted at monthly intervals in accordance with the percentage change in the Producer Price Index published by the Office of National Statistics (or an alternative index selected by the **Company**)

1. any adjustment made to the Sum Insured will be based on the latest figures available to the **Company**
2. at each renewal the premium will be calculated on the adjusted Sum Insured then in force

### Protection after Loss

The Sums Insured in the Schedule on any **Business Equipment** Item which sustains **Damage** by a cause covered by this Section will continue to be index-linked following such **Damage** while the property is being reinstated provided that the **Insured** takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

### Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the Property equal to its condition when new provided that

1. this is carried out without delay and in the most economical manner
2. when any Property is partially damaged the **Company's** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged Property is not reinstated a loss will be settled after allowance for depreciation
5. in respect of **Business Files** the **Company's** liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the **Insured** of the information that they contain

### Underinsurance

If at the time of **Damage** the total of the Sums Insured on **Business Equipment** specified in the Schedule is less than 85% of the total reinstatement cost of such Property the **Company** shall bear only that proportion of any **Damage** to **Business Equipment** which the total of the Sums Insured on **Business Equipment** bear to the total reinstatement cost of such Property

### Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured will be automatically reinstated by the amount of the loss provided that

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured
2. the **Insured** implements without delay any amendments to the protections of the **Premises** that the **Company** may require
3. in respect of **Damage** by theft or attempted theft the automatic reinstatement of Sums Insured shall apply on the first occasion only in one Period of Insurance

# Policy Cover

## Section 1A – Exceptions that apply to Contents

The **Company** will not be liable under this Section for **Damage**

1. to livestock, car telephones, motor vehicles or accessories whilst thereon
2. to blinds and signs not securely fixed to the **Premises**
3. arising from theft or attempted theft
  - (a) where the **Insured** or any director, partner or **Employee** of the **Insured** or member of the **Insured's** household is concerned as principal or accessory
  - (b) from an outbuilding
4. due to unexplained disappearance or inventory shortage, misfiling or misplacing of information
5. caused by
  - (a) faulty or defective design material or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - (b) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in temperature, colour, flavour, texture or finish, vermin, insects, marring or scratching
  - (c) subsidence, ground heave or landslip or the normal settlement or bedding down of new structures
  - (d) collapse or cracking of buildings
  - (e) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes or the escape of oil from any fixed domestic heating installation when the **Premises** are **Vacant** or **Unoccupied**
  - (f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing or when the **Premises** are **Vacant** or **Unoccupied**
6. to Property caused by
  - (a) its own mechanical or electrical breakdown or derangement
  - (b) use contrary to the manufacturers' instructions
  - (c) its undergoing any process
7. to **Business Files** resulting from erasure or distortion of information on computer systems or other records
  - (a) whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus or by malicious persons
  - (b) due to the defects in such records or deliberate falsification
  - (c) due to the presence of a magnetic flux or the deliberate act of the public supply undertaking in restricting or withholding electricity supply
8. arising from theft or attempted theft (other than as a result of actual or threatened violence or assault to the **Insured** or any partner, director or **Employee** of the **Insured** or any person lawfully on the **Premises**) not involving entry to or exit from the **Premises** by forcible and violent means
9. to **Electronic Equipment** whilst temporarily left in unattended and/or unlocked motor vehicles
10. (a) to **Fixed Glass** or **Sanitary Fittings** already damaged at the commencement of cover
  - (b) caused by scratching or chipping of **Fixed Glass** unless it extends through the complete fabric of the glass
  - (c) to **Fixed Glass** or **Sanitary Fittings** in any portion of the **Premises** which is **Vacant** or **Unoccupied**
11. to Deterioration of Stock
  - (a) caused by any wilful act or wilful neglect by the **Insured** or any director, partner or **Employee** of the **Insured**
  - (b) if the refrigeration unit is more than 5 years old at the start of the Period of Insurance it must be maintained regularly by a suitably qualified independent electrical engineer

# Policy Cover

## Section 1B – Money

### Cover

While within the **Territorial Limits**

1. **Money** is covered against **Damage**
2. Any safe, strongroom, case, cash box, bag or waistcoat used for the storage or carriage of **Money** is covered against **Damage** as a result of theft or attempted theft of **Money** while
  - (i) in the **Insured's Premises**
  - (ii) in transit
  - (iii) in a bank night safe until removed by an authorised bank official
  - (iv) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted

up to the Limits of Liability in respect of each occurrence

### Limits of Liability

1. **Non-negotiable Instruments** £250,000
2. **Money** other than as described in 1 above
  - (a) in transit £5,000
  - (b) in a bank night safe £5,000
  - (c) in the **Insured's Premises** when closed for **Business**/outside **Business** hours
    - (i) contained in a locked safe or strong room £2,000
    - (ii) not contained in a locked safe or strong room £500
  - (d) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted £500

# Policy Cover

## Section 1B – Exceptions that apply to Money

The **Company** will not be liable under this Section for

1. (a) **Damage** due to error or omission in receipts, payments or accounting practice
  - (b) Consequential loss of any kind
2. **Damage** due to the dishonesty of any director, partner or **Employee** of the **Insured** unless discovered within seven working days of its occurrence
3. **Damage** resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the **Premises** while closed for **Business**
4. Loss or theft from an unattended vehicle

### Special Condition

It is a condition precedent to liability under this Section that whenever **Money** in excess of £2,000 is in transit at any one time

- (a) the **Money** will be accompanied by not less than two responsible able bodied adult persons
- (b) the **Money** will be transported in a secure case, waistcoat or other cash carrying facility

# Policy Cover

## Section 1C – Personal Accident – Assault

### Definition

#### Insured Person

- (a) the **Insured** or any director, partner or **Employee** of the **Insured** or
- (b) any person to whom the **Insured** has entrusted **Money** other than an employee of a professional security company or organisation

### Cover

If an **Insured Person** suffers accidental bodily injury as described below as a direct result of robbery or attempted robbery in the course of the **Business** the **Company** will pay the relevant sum specified below

1. bodily injury which within 24 months of its occurrence is the sole and direct cause of

- (a) death or
- (b) loss of one or more limbs by physical separation at or above the wrist or ankle or
- (c) permanent and total loss of use of one or both hands or feet or
- (d) total and irrecoverable loss of sight in one or both eyes

£10,000

2. bodily injury not resulting in loss of limbs or sight as defined in 1(b), 1(c) or 1(d) above which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the **Company** that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the **Insured Person's** life

£10,000

3. bodily injury which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending his/her usual occupation

Normal Weekly Income up to £100 per week for a maximum of 104 weeks

Provided that

- (a) the **Company** shall be liable to make only one payment under 1 or 2 in respect of any one **Insured Person** resulting from an accident
- (b) weekly compensation under 3 above shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the **Insured** at intervals of not less than four weeks
- (c) the **Insured Person** shall act upon medical advice as soon as practicable and submit to medical examination at the **Company's** expense and as often as they require

### Additional Cover

#### Medical Expenses

The **Company** will reimburse medical expenses reasonably and necessarily incurred for the treatment of insured bodily injury, up to £250

#### Damage to Clothing and Personal Effects

In the event of **Damage** to the Clothing and/or Personal Effects (excluding jewellery, watches and personal **Money**) of an **Insured Person** as a result of robbery or attempted robbery in the course of the **Business** the **Company** will pay for such **Damage**, up to £500

(any one **Insured Person**)

# Policy Cover

## Section 1D – Legal Liabilities

### Definitions

#### Insured

Any person or any company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the **Policy Schedule**

#### Business

The **Business** stated in the **Policy Schedule** which shall include the provision of catering social sports and welfare facilities for **Employees** fire first-aid and ambulance services and private work undertaken with the consent of the **Insured** by an **Employee** for a director, partner or **Employee** of the **Insured** but excluding manual work undertaken away from the **Premises**

#### Territorial Limits

1. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
2. elsewhere in the world in respect of
  - (a) any act or omission occurring within 1 above
  - (b) **Injury** to or the acts or omissions of persons normally resident in the territories specified in 1 above but temporarily engaged in the **Business** outside such territories
  - (c) **Injury** or **Damage** caused by **Products**

#### Injury

Bodily injury including death, illness, disease, nervous shock, false arrest, false imprisonment and false eviction

#### Property

Material property

#### Products

Goods (including containers and packaging) not in the custody or control of the **Insured** sold or supplied by the **Insured** or services provided by the **Insured** in connection with the **Business** from any **Premises** within the territories specified in 1 of **Territorial Limits** and any error in connection with the sale, supply or presentation of such goods

#### Principal

Any party (other than a director partner or **Employee** of the **Insured**) on whose behalf the **Insured** in the course of the **Business** is undertaking work excluding the sale or supply of **Products**

#### Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all **Injury** or **Damage** directly or indirectly caused by such pollution or contamination

#### Cover

#### Public Liability

1. In the event of
  - (a) **Injury** to any person other than an **Employee** if such **Injury** arises out of and in the course of their employment by the **Insured**
  - (b) **Damage** to **Property** other than
    - (i) **Property** belonging to the **Insured** or in his custody or control or
    - (ii) **Property** in the custody or control of any **Employee**

happening during the Period of Insurance in the **Territorial Limits** and caused either in connection with the **Business** or by **Products** the **Company** will subject to the Limits of Liability indemnify the **Insured** against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury** or **Damage**

2. The **Company** will in addition pay solicitors fees for representation at any Coroner's Inquest or fatal enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

#### Employer's Liability

1. In the event of **Injury** to any **Employee** happening during the **Period of Insurance** in the **Territorial Limits** in connection with the **Insured's Business** the **Company** will subject to the Limit of Liability indemnify the **Insured** against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury**
2. The **Company** will in addition pay Solicitors fees for representation at any Coroner's Inquest or fatal enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

# Policy Cover

## Section 1D – Legal Liabilities

*continued*

### Indemnity to other persons

The **Company** will indemnify in the terms of this Section

1. If the **Insured** so requests
  - (a) any director or **Employee** in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him
  - (b) any officer or member of the **Insured's** canteen social sports or welfare organisations and fire first-aid and ambulance services
2. any **Principal** to the extent that the contract between the **Insured** and such **Principal** so requires in respect of liability arising from the performance of such work on behalf of such **Principal**
3. the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If the **Company** is liable to indemnify more than one party the total amount of indemnity to all such parties including the **Insured** shall not exceed the Limits of Liability

### Additional Cover

#### 1. Loading and Unloading

Notwithstanding Exception 3 of this Section and provided the **Insured** is not more specifically insured under any other policy the **Company** will indemnify the **Insured** in the terms of this Section in respect of **Injury** or **Damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

#### 2. Cross Liabilities

If the **Insured** comprises more than one party (which term in the case of a partnership includes each individual partner) the **Company** will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an **Insured**

#### 3. Motor Contingency Liability

Notwithstanding Exception 3 of this Section the **Company** will indemnify the **Insured** and no other person in the terms of this Section in respect of the use of any motor vehicle not the property of or provided by the **Insured** and being used in the course of the **Business**

The **Company** will not be liable in respect of

- (a) **Damage** to such vehicle
- (b) **Injury** or **Damage** arising while such vehicle is being driven by the **Insured**

Provided that the **Company** shall not be liable under this extension if the **Insured** is entitled to indemnity under any other insurance

#### 4. Health and Safety at Work Act 1974

The **Company** will at the request of the **Insured** indemnify any director or **Employee** of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for the breach of the Health and Safety at Work Act 1974 or the **Health and Safety at Work (Northern Ireland) Order 1978** committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the **Company** in an appeal against conviction arising from such proceedings

Provided that the **Company** shall not be liable for the payment of fines or penalties

#### 5. Defective Premises Act 1972

The **Company** will indemnify the **Insured** in the terms of this Section against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or **Section 5 of the Defective Premises Act (Northern Ireland) Order 1975** in respect of **Injury** or **Damage** occurring within a period of seven years from the expiry or cancellation of this **Policy**

Provided that the **Company** shall not be liable under this extension if the **Insured** is entitled to indemnity under any other insurance

#### 6. Consumer Protection Act 1987

When cover is operative for **Injury** or **Damage** caused by **Products** the **Company** will indemnify the **Insured** and at the request of the **Insured** any **Employee** or director of the **Insured** against legal costs and expenses incurred with the **Company's** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the **Insured** and legal costs and expense incurred with the consent of the **Company** in an appeal against conviction arising from such proceedings

Provided that the **Company** shall not be liable for payment of fines or penalties

# Policy Cover

## Section 1D – Legal Liabilities

*continued*

### 7. Damage to Leased or Rented Premises

In Public Liability Cover paragraph 1(b) the expression “custody or control” shall not apply to any building (including its fixtures and fittings and contents) provided that in respect of any building which is leased hired or rented to the **Insured** the **Company** shall not be liable in respect of

- (a) **Damage** to its contents
- (b) the first £100 of each and every claim for **Damage** caused other than by fire or explosion
- (c) liability arising solely because of a contract

### 8. Employees and Visitors Effects

In Public Liability Cover Paragraph 1(b) the expression “custody or control” shall not apply to visitors directors partners and **Employees** personal effects including motor vehicles and their contents

### 9. Wrongful Arrest

The **Company** will indemnify the **Insured** under the Public Liability Cover in respect of legal liability arising out of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an **Employee**) up to a maximum amount of £25,000 in any one Period of Insurance

### 10. Court attendance costs

If during the Period of Insurance any partner, director or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Company** in connection with a claim which is the subject of indemnity under this **Policy** the **Company** will pay compensation to the **Insured** on the following scale for each day that attendance is required.

- 1. Any director or partner £250
- 2. Any **Employee** £150

## Limits of Liability

### 1. Employer's Liability

Any claim or number of claims arising out of one cause for **Injury** to **Employees** including claimants costs and any other costs and expenses incurred with the **Company's** written consent shall not exceed the limit shown in the Schedule

### 2. Public Liability

- (a) Any other claim or number of claims arising out of one cause including claimants costs and expenses shall not exceed the limit shown in the Schedule

Provided that the **Company's** liability in any one Period of Insurance in respect of

- (i) **Injury** or **Damage** arising directly or indirectly from **Pollution** or **Contamination** which is deemed to have occurred during any such period shall not exceed the limit shown in the Schedule
- (ii) **Injury** or **Damage** happening during any such Period and caused by **Products** shall not exceed the limit shown in the Schedule
- (b) The **Company** will in addition in respect of any other claim or number of claims arising out of one cause pay any other costs and expenses incurred with their written consent

# Policy Cover

## Section 1D – Exceptions that apply to Legal Liabilities

The following Exceptions do not apply to liability in respect of Employer's Liability

The Company will not be liable in respect of

1. any liability for
  - (a) any amount in respect of liquidated damages fines or penalties
  - (b) **Injury or Damage** caused by **Products**

which attaches solely because of a contract

2. (a) the cost of rectifying defective work
  - (b) **Damage** to or the cost of recalling, removing or repairing or replacing **Products** arising from a defect in or an error in connection with the sale supply or presentation of such **Products**
3. **Injury or Damage** arising out of the use of or caused by any craft designed to travel in on or through water, air or space (other than hand propelled craft) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the **Insured**
4. **Injury or Damage** which results from any deliberate act or omission of the **Insured** his partners, directors or managerial **Employees** and which could have been reasonably expected having regard to the nature and circumstances of such act or omission

This exception shall not apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

5. **Injury or Damage** arising out of or in connection with
  - (a) the exercise by the **Insured** his partners, assistants, **Employees** or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications
  - (b) the dispensing of medicine
  - (c) the giving of advice or treatment
6. **Injury or Damage** caused by **Products** incorporated in a craft designed to travel through air or space which have been specifically supplied by the **Insured** for that purpose and are directly connected with the safety of such craft

7. **Injury or Damage** which arises directly or indirectly from **Pollution or Contamination** unless such **Pollution or Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

For the purposes of this Exception all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

8. loss, cost, expense, liability for **Injury**, loss or **Damage** directly or indirectly arising out of or resulting from the manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property **Damage**, only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos is excluded by the foregoing

The following Exceptions apply only to Employer's Liability

The Company will not be liable in respect of

9. **Injury** arising in connection with work on offshore installations or transit thereto or therefrom
10. **Injury** arising when any **Employee** is
  - (i) carried in or upon a vehicle
  - (ii) entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation requires insurance or security

### Right of recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to the compulsory insurance of liability to **Employees**

But the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

# Policy Cover

## Section 2 – Business Interruption

### Definitions

#### Revenue

The **Insured's** charges for work done in the course of the **Business**

#### Indemnity Period

The period beginning when the **Damage** occurs and ending not later than the period of months specified in the Maximum Indemnity Period in the Schedule during which the results of the **Business** shall be affected in consequence of the **Damage**

#### Outstanding Debit Balances

The sums outstanding in the **Insured's** records of the individual amounts owed to the **Insured** by clients

#### Cover

If the **Business** carried on by the **Insured** at the **Premises** is interrupted or interfered with because of **Damage** to any building or other property used by the **Insured** at the address shown in the Schedule by a cause specified in Section 1A – Contents the **Company** will pay for the loss of **Revenue** or additional costs reasonably incurred by the **Insured** during the **Indemnity Period** in accordance with Claims Settlement of this Section

Provided that when the **Damage** occurs there is insurance in force covering the **Insured's** interest in the building or other property at the **Premises** against such **Damage** under which

- (a) payment has been made or liability admitted
- or
- (b) liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

#### Outstanding Debit Balances

If the **Insured's** records of **Outstanding Debit Balances** sustain **Damage** within the **Territorial Limits** by a cause covered under Section 1A – Contents and the **Insured** in consequence is unable to fully trace or establish the **Outstanding Debit Balances** the **Company** will indemnify the **Insured** in accordance with Claims Settlement of this Section to a maximum of £25,000 for any one Period of Insurance

#### Additional Cover

The cover provided by this Section extends to include interruption of the **Business** as a result of

#### Prevention of Access

**Damage** to property in the vicinity of the **Premises** by a cause covered under Section 1A – Contents which hinders or prevents access to the **Premises**

#### Disease, infestation and defective sanitation

The occurrence at the **Premises** of murder, suicide, food or drink poisoning, vermin, pests, defective sanitation or any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition) an outbreak of which the Local or Government Authority has stipulated shall be notified to them

#### Public Utilities

Accidental failure of public supplies of electricity, gas or water at the terminal ends of the public supply undertakings feed to the **Premises** not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply

# Policy Cover

## Section 2 – Business Interruption

*continued*

### Limits of Liability

The **Company's** liability for all loss resulting from interruption of the **Business** arising during any one Period of Insurance shall not exceed in respect of

1. each Item specified in the Schedule the Sum Insured set against it
2. all **Damage** the total of the Sums Insured specified in the Schedule

### Claims Settlement

The **Company** will pay

1. for an Item in the Schedule on **Revenue**
  - (a) in respect of reduction in **Revenue** – the amount by which the **Revenue** falls short of the expected **Revenue** during the **Indemnity Period** less any charges or expenses which are reduced because of the interruption
  - (b) in respect of additional expenditure – that reasonably incurred as a result of interruption of or interference with the **Business** carried on at the **Premises** but not exceeding the amount which would otherwise have been payable under (a) above
2. for an item in the Schedule on Additional Expenditure the additional costs and expenditure necessarily and reasonably incurred as result of interruption of or interference with the **Business** carried on at the **Premises** because of the **Damage** during the **Indemnity Period**
3. for professional accountants' charges reasonably incurred by the **Insured** for producing and certifying any particulars required by the **Company** in connection with the investigation and verification of a claim

4. In respect of **Outstanding Debit Balances** only

- (a) the amount by which the **Outstanding Debit Balances** traced or received following the **Damage** shall fall short of the **Outstanding Debit Balances** before the **Damage** occurred
- (b) for additional expenditure incurred with the previous consent of the **Company** in tracing and establishing the **Outstanding Debit Balances**

### Underinsurance

If at the time of **Damage** the Sum Insured on any Item on **Revenue** specified in the Schedule is less than 85% of the **Revenue** which would have been earned during the period of the Maximum Indemnity Period specified in the Schedule following the **Damage** the amount payable under this Section will be proportionately reduced

### Automatic Reinstatement of Limits of Liability

In the event of a loss the Sums Insured will be automatically reinstated by the amount of the loss provided that

1. the **Insured** pays the appropriate premium for such reinstatement
2. in respect of interruption or interference with the **Business** because of **Damage** caused by theft or attempted theft the automatic reinstatement of the Sums Insured shall apply on the first occasion only in any Period of Insurance

# Policy Cover

## Section 3 – Buildings

This Section is operative only if shown as such in the Schedule

### Definition

#### Buildings

**Buildings** including permanent outbuildings, walls, gates and fences, landlords fixtures & fittings and tenants improvements

#### Cover

1. The **Buildings** described in the Schedule belonging to the **Insured** or for which the **Insured** is legally responsible are covered against **Damage**
2. Following **Damage** covered by this Section the **Company** will also pay for
  - (a) Removal of Debris  
costs incurred with the consent of the **Company** in removing debris, dismantling, demolishing, shoring up or propping that part of the **Buildings** destroyed or damaged
  - (b) Architects and Surveyors Fees  
architects, surveyors, consultants and legal fees necessarily incurred in the reinstatement of the **Buildings** but not for preparing any claim
  - (c) Public Authorities  
the additional cost of reinstatement of the **Buildings** incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding
    - (i) cost incurred in complying with such regulations or bye-laws under which notice has been served upon the **Insured** prior to the happening of the **Damage** or in respect of undamaged parts of the **Buildings**
    - (ii) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws
  - (d) Emergency Services  
repairing **Damage** to the grounds of the **Premises** caused by the Emergency Services up to a maximum of £1,000 in any one Period of Insurance

### Additional Cover

#### Contracting Purchasers Interest

The cover provided by this Section in the event of the **Insured** contracting to sell the **Buildings** is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **Buildings** are not otherwise insured

#### Underground Services

The cover provided by this Section is extended to include accidental **Damage** to underground service pipes and cables between the **Premises** and the public mains for which the **Insured** is responsible

#### Limit of Liability

The **Company's** liability during any one Period of Insurance shall not exceed in respect of each Item specified in the Schedule the Sum Insured set against it

#### Index Linking

The Sums Insured in the Schedule will be adjusted at monthly intervals in accordance with the percentage change in the General Buildings Cost Index published by the Buildings Cost Information Service of the Royal Institution of Chartered Surveyors (or an alternative index selected by the **Company**)

Provided that

- (a) any adjustment made to the Sum Insured will be based on the latest figures available to the **Company**
- (b) at each renewal the premium will be calculated on the adjusted Sum Insured then in force

#### Protection after loss

The Sum Insured in the Schedule on any **Buildings** item which sustains **Damage** by a cause covered by this Section will continue to be index-linked following such **Damage** while the property is being reinstated provided that the **Insured** takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

# Policy Cover

## Section 3 – Buildings

*continued*

### Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the **Buildings** equal to their condition when new provided that

1. this is carried out without delay and in the most economical manner
2. when any **Building** is partially damaged the **Company's** liability shall not exceed the reinstated cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged **Building** is not reinstated a loss will be settled after allowance for depreciation

### Underinsurance

If at the time of **Damage** the total of the Sums Insured specified in the Schedule is less than 85% of the reinstatement cost of the **Buildings** covered by this Section the **Company** shall bear only that proportion of the **Damage** which the total of the Sums Insured bear to the total reinstatement cost

### Automatic Reinstatement of Sums Insured

In the event of a loss the Sums Insured in the **Policy** Schedule will be automatically reinstated by the amount of the loss provided that

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sums Insured
2. the **Insured** implements without delay any amendments to the protections of the **Premises** that the **Company** may require

# Policy Cover

## Section 3 – Exceptions that apply to Buildings

The **Company** will not be liable under this Section for **Damage**

1. to fixed glass or its framework
2. to fences or gates caused by storm or flood
3. caused by
  - (a) theft or attempted theft
  - (b) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - (c) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, collapse, cracking, evaporation, contamination, changes in temperature, colour or texture or finish, vermin, insects, marring or scratching
  - (d) subsidence, ground heave or landslip or the normal settlement or bedding down of new structures

# Policy Cover

## Section 4 – Computer Breakdown

This section is operative only if shown as such in the Schedule

### Definitions

#### Computer Virus or Similar Mechanism

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus or Similar Mechanism** includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'

#### Hacking

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

#### Property Insured

##### 1. Computer Equipment

Computer and auxiliary equipment used for electronic processing communication and storage of data including

- (a) fixed disks interconnecting wiring and telecommunications systems
- (b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment

##### 2. Computer Records

All current and back-up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the **Insured** on the **Premises** or anywhere within the **Territorial Limits**

#### Cover

The **Company** shall indemnify the **Insured** against loss or **Damage** to Property Insured caused by the following

1. breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions

2. failure or fluctuation of the supply of electricity to the Computer Equipment
3. erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

### Additional Cover

This Section also covers

#### 1. Additional Expenditure

The additional expenditure necessarily and reasonably incurred by the **Insured** to

- (a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment
- (b) recompile or restore data or software or replace third party proprietary software in direct consequence of loss or **Damage** to Property Insured caused by Cover 1.

Provided that the liability of the **Company** does not exceed £10,000 in any one Period of Insurance.

#### 2. Incompatibility of Computer Records

The costs of

- (a) modification of the Computer Equipment; or
- (b) replacement of Computer Records together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment.

Provided that the liability of the **Company** does not exceed £5,000 in any one Period of Insurance.

#### 3. Additional Rental

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or **Damage** insured by this Section

Provided that the liability of the **Company** does not exceed £5,000 in any one Period of Insurance.

# Policy Cover

## Section 4 – Computer Breakdown

*continued*

### Limit of Liability

#### Item 1. Computer Equipment

The **Company's** liability during any one Period of Insurance shall not exceed the Sum Insured set against it in the Schedule

#### Item 2. Computer Records

The **Company's** liability during any one Period of Insurance shall not exceed £5,000

### Index Linking

The Sums Insured in the Schedule in respect of Item 1 Computer Equipment will be adjusted at monthly intervals in accordance with the percentage change in the Producer Price Index published by the Office of National Statistics (or an alternative index selected by the **Company**)

1. any adjustment made to the Sum Insured will be based on the latest figures available to the **Company**
2. at each renewal the premium will be calculated on the adjusted Sum Insured then in force

### Claims Settlement

In the event of loss **Damage** or destruction to Item 1 Computer Equipment the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement value of the property lost destroyed or damaged.

For this purpose 'reinstatement' means

- (a) the rebuilding or replacement of property lost or destroyed which provided the liability of the **Company** is not increased may be carried out
  - (i) in any manner suitable to the requirement of the **Insured**
  - (ii) upon another site
- (b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### Underinsurance

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any destruction or **Damage**

the liability of the **Company** shall not exceed that proportion of the amount of the destruction or **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

### Special Conditions

1. The liability of the **Company** for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
2. No payment beyond the amount which would have been payable in the absence of this Clause shall be made
  - (a) unless reinstatement commences and proceeds without reasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred
  - (c) if the Property Insured at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement
3. All the terms and conditions of this **Policy** shall apply
  - (a) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
  - (b) where claims are payable as if this Clause had not been incorporated

### Subrogation Waiver

The **Company** agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- (a) such user has the authority of the **Insured** to use the Computer Equipment
- and
- (b) such user shall as if they were the **Insured** observe fulfil and be subject to the terms Exceptions and Conditions of this Section

# Policy Cover

## Section 4 – Exceptions that apply to Computer Breakdown

The **Company** will not be liable under this Section for

1. loss destruction or **Damage** to the Property Insured

- (a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs
- (b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- (c) for which the **Insured** is relieved of responsibility under any rental hire or lease agreement
- (d) any **Damage** caused under Section 1A – Contents whether insured or not
- (e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exception shall not apply to subsequent loss destruction or **Damage** which itself results from a cause not otherwise excluded
- (f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life
- (g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
- (h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority

(i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair

(j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven

(k) caused by programming errors or design defects in software

2. the first £250 of each and every loss unless shown differently in the Schedule

3. (a) in respect of Property Insured loss or **Damage** to Computer Equipment or other equipment or component system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation Computer Records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error **Computer Virus** or **Similar Mechanism** or **Hacking**

(b) in respect of Additional Cover any loss cost or expense incurred in consequence directly or indirectly of programming or operator error **Computer Virus** or **Similar Mechanism** or **Hacking**

# Claims Procedure

In the event of an incident occurring which may give rise to a claim under this **Policy**

1. Take all necessary and reasonable precautions and emergency action to prevent further **Injury** Loss or **Damage** occurring

**Utilise the Helpline facility – see the inside front cover of Your Policy Booklet**

2. Notify the Police of any incident involving loss, Theft, Malicious **Damage** or Vandalism
3. Notify **Us** as soon as possible giving full details of the incident

**We will**

- (i) Check the **Policy** cover to ascertain, as far as practical at this stage, that a valid claim exists
  - (ii) Issue a Claim Form and provide any necessary guidance on how to proceed with **Your** claim
  - (iii) Appoint a Loss Adjuster at **Our** discretion
4. Fully complete and return the claim form together with any documentation which may be necessary in support of **Your** claim

**At least two repair estimates should be obtained**

5. Send to **Us** immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** written consent
6. Retain all damaged property/salvage for inspection. **You** may not however abandon any property or salvage to **Us**
7. **We** shall be entitled to
  - (i) Enter any of the buildings where Bodily **Injury** Loss or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
  - (ii) Negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** deem appropriate
  - (iii) Prosecute in **Your** name for **Our** own benefit any claim against any other person in respect

## About MMA

MMA Insurance plc is part of the MMA Group – a major European insurer established over 170 years ago. In 2004, group premium income was over £3 billion and gross worldwide assets were £17.5 billion.

MMA Insurance products are available through a national network of professional insurance intermediaries to ensure you receive local and expert service.

MMA Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.

Authorised and regulated by the Financial Services Authority.



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