

Specified All Risks Section

Definitions

Damage/Damaged

Accidental loss or destruction of or damage to **Property Insured**.

Premises

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

Property/Property Insured

Property described in the **Schedule**.

Territorial Limits

- A. The **Premises**
- B. Anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- C. Anywhere within countries of the European Union
- D. Anywhere in the world.

Cover

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

Exclusions

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

Basis of Settlement

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

The most the **Insurer** will pay for any one claim is

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

In consideration of **Sums Insured** not being reduced by the amount of any claim, the **Insured** will pay the appropriate additional premium on the amount of the claim from the date of **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of theft or attempted theft (as insured by this **Section**).

Basis of Settlement Adjustments

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

1. Average (Underinsurance)

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

2. Contribution and Average

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

3. Data Processing and Ancillary Equipment

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

4. Interested Parties

The **Insurer** agrees to note the interest of any party notifying their interest in any of the **Property Insured** in writing, the nature and extent of such interest to be disclosed in the event of **Damage**.

Section Conditions

1. Precautions

The Insured must

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

2. Alteration

Unless **the Insurer** agrees in writing, cover under this **Section** shall be avoided for any of the **Property Insured** in regard to which there is any alteration after the commencement of this **Section** which increases the risk of **Damage**.

3. Non Invalidation

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

4. Conditions Precedent to Liability

Every condition applied to this **Section** or to any item of this **Section** (whether a General, Section or Special condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this **Section**.

Failure to comply with any such condition, to the extent that it increases the risk of **Damage**, shall be a bar to any claim in respect of such **Damage**.

5. Additional Claims Conditions

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

6. Reinstatement

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

7. The Insurer's Rights following a Claim

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

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

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

8. Subrogation

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

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