

**COMMERCIAL ALL RISKS INSURANCE
POLICY NO. RTT237825**



This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that

This Policy the Schedules (including any Schedule issued in substitution) and any Memoranda and Certificate attached hereto shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions contained in the above documents for the Period of Insurance shown in the Schedules and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

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General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company
- 3 The Insured at his own expense shall
 - A) take all reasonable precautions to prevent or diminish loss destruction or damage
 - B) exercise care in the selection and supervision of employees
- 4 The Insured by this Policy shall cease if
 - A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - B) the Insured's interest cease otherwise than by death or
 - C) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increasedat any time after the commencement of this insurance unless the Company shall have been notified in writing and has agreed to the continuation of the insurance
- 5 The Company or the Insured may cancel this Policy by giving 30 days notice in writing to the other party at its last known address. If the Company gives such notice the Insured shall become entitled to a proportionate return of premium. If the Insured gives such notice the Insured shall be entitled only to a return premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance
- 6 All personal information supplied by you will be treated in confidence by [Perkins Slade Ltd](#) and the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of [Perkins Slade Ltd](#) and the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.
- 7 Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

Claims Conditions

- 1** If any claim shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this Policy or if any loss destruction or damage is occasioned by the willful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2** On the discovery of any event which may give rise to a claim under this Policy the Insured shall
 - (A) notify the Company in writing forthwith
 - (B) give immediate notice to the police authority in respect of loss destruction or damage caused by malicious persons or by thieves and take all reasonable steps to discover any guilty person and recover the property lost
 - (C) carry out and permit to be carried out any action which may be reasonably practicable to avoid or diminish the loss destruction or damage and to prevent further loss destruction or damage
 - (D) within 30 days after the event or such further time as the Company may allow at his own expense deliver to the Company
 - (1) full information in writing of the claim
 - (2) details of any other insurance relating to the claim
 - (3) all such business documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
 - (4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3** Upon payment of any claim (other than for repair) any property in respect of which payment is made shall belong to the Company The Insured shall give to the Company all reasonable assistance in taking possession of such property but shall not be entitled to abandon any property to the Company
- 4** The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from any parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 5** If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim
If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner
If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

- 6 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

Commercial 'All Risks' Insurance

If during the Period of Insurance the property insured described in the Schedule or any part of such property is lost destroyed or damaged while within the Situation due to any cause not hereunder excluded the Company will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at its option reinstate or replace such property or any part of such property

Provided that

- 1 the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby
- 2 if the Company elect or become bound to reinstate or replace any property the Insured shall at its own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

Interpretations

Office Machines shall mean typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office machinery belonging to the Insured or for which the Insured is responsible and the limit any one machine not exceeding £2,500 or as otherwise specified in the Schedule

Insured's Contribution shall mean the first £50 of each and every claim borne by the Insured or such alternative amount specified in the Schedule ascertained after application of the Underinsurance Condition

Special Condition

Underinsurance Condition (Average)

Unless otherwise stated the Sum Insured by each item of this Policy is declared to be separately subject to the Underinsurance Condition namely

Whenever a Sum Insured is declared to be subject to the Underinsurance Condition if the property covered thereby shall at the commencement of any loss destruction or damage hereby insured against be collectively of greater value than such Sum Insured then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly

Exclusion

The Company shall not be liable for

- 1 loss destruction or damage caused by
 - A) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
 - B) alterations maintenance repairs or any process of cleaning or restoring
 - C) delay confiscation or detention by order of any government or public authority
 - D) counterfeit substitute or foreign coins

- E) mechanical or electrical breakdown or derangement
- 2 breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as a result of loss or destruction of or damage to such property
- 3 the contents of machines unless such contents are shown in the Schedule
- 4 depreciation contamination consequential loss or consequential damage of any kind or description
- 5 the amount of the Insured's Contribution
- 6 destruction of or damage to electrical plant or apparatus caused by self ignition but this exclusion shall only apply to that part of the electrical plant or apparatus in which self ignition occurs
- 7 loss destruction or damage
 - A) directly or indirectly occasioned by or happening through or in consequence of
 - 1) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - 2) riot or civil commotion elsewhere than within Great Britain the Channel Islands the Isle of Man or the Republic of Ireland
 - B) to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion thereof
 - 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - C) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 8 loss destruction or damage whilst in use

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with:-

[Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham, B15 1BQ](#)

Tel: [0121 698 8050](tel:01216988050)

Fax: [0121 625 9000](tel:01216259000)

If your complaint is against Royal & Sun Alliance Insurance plc alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal & Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by Royal & Sun Alliance Insurance plc, you can progress your complaint to Royal & Sun Alliance Insurance plc Customer Relations Office who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision

R&SA Customer Relations contact details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Telephone: 0800 1076160

Fax: 01422 325146

Email: halifax.customerrelationsoffice@uk.royalsun.com

Timescales

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied

If you are still not satisfied [Perkins Slade Ltd](#) and Royal & Sun Alliance Insurance plc are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 0801800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

For your protection telephone calls may be recorded or monitored.

ELECTRONIC RISK EXCLUSION

Applicable to

- Property Damage
- Theft Insurance
- Money Insurance
- Transit Insurance

in so far as they are contained within this Policy

Any Data Recognition Exclusion applying to the above covers is deleted

The following Electronic Risk Exclusion is added

Notwithstanding anything that appears to the contrary and subject always to the terms exceptions and conditions of the Policy this insurance does not cover

(A) Damage to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) Damage arising out of any misinterpretation use or misuse of Data
- 5) Damage arising out of any operator error in respect of Data

(B) Damage to the Property Insured or Money (if insured) arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
- 4) Failure of a System
- 5) anything described in (A) above

but in respect of (B)1) (B)2) (B)3) and (B)4) this shall not exclude

subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Damage	means loss or destruction or damage
Data	means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Failure of a System	means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities
System	includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Microchip	a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Virus	programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

ELECTRONIC RISK EXCLUSION

Applicable to

- Business Interruption Insurance
- Consequential Loss Insurance
- Book Debts Insurance
- Outstanding Debit Balances Insurance

in so far as they are contained within this Policy

Any Data Recognition Exclusion applying to the above covers is deleted

The following Electronic Risk Exclusion is added

Notwithstanding anything that appears to the contrary and subject always to the terms exceptions and conditions of the Policy this insurance does not cover loss resulting from

(A) Damage to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) Damage arising out of any misinterpretation use or misuse of Data
- 5) Damage arising out of any operator error in respect of the Data

(B) Damage arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
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Definitions

Damage means loss or destruction or damage

Data means information represented or stored electronically including but not limited to code or series of instructions

operating systems software programs and firmware

Failure of
a System

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities

System

includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Microchip

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

Virus

programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not