

# SELECTED ALL RISKS SECTION

*Only applicable if this Section is shown as operative in the Schedule*

## **1. Definitions**

Wherever the following words and phrases appear in this Section they will always have these meanings –

### **Premises**

The premises shown in the Schedule

### **Great Britain**

Anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **Europe**

Anywhere in Europe

### **Worldwide**

Anywhere in the World

## **2. Indemnity**

The Company shall indemnify the Insured against loss or damage to any of the Property shown in the Schedule by any accident or misfortune of a fortuitous nature occurring at the location shown in the Schedule for an amount in respect of

- a) Property lost or stolen – such sum as shall be equal to the intrinsic value of the Property at the time of the loss
- b) damage to Property – such sum as shall be sufficient to make good the damage

not exceeding in respect of any one item the sum insured thereon nor exceeding in the whole the total sum insured adjusted in accordance with the Inflation Protection Clause if in force

## **3. Exclusions**

This Section does not cover

- a) the first £250 of each claim
- b) theft or any attempt thereat from the Premises not involving entry to or exit therefrom by forcible and violent means
- c) loss or damage arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing
- d) loss or damage arising from or attributable to the action of light or atmosphere moths parasites or vermin
- e) loss by official confiscation or detention
- f) loss or damage to any electrically driven machine or apparatus directly caused by its own overrunning short-circuiting self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact
- g) loss or damage to any component part of any item insured in the Schedule while such part is removed from its normal position in the item
- h) loss or destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- i) loss or destruction or damage occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military usurped power
- j) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

PR315N (11/04) (6427)

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- k) loss or destruction of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss destruction or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

For the purposes of this Section Exclusion the following Definitions apply

### Definitions

- i) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

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

## 4. Clauses

---

### Average Clause

If at the time of loss or damage the value of the Property Insured under any item is greater than its sum insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

### Inflation Protection Clause

The Company will adjust the sum insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted sum insured

### Reinstatement Clause

Where the sum insured on the Schedule is marked R the basis of claims settlement will be the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

### Terrorism Exclusion Clause

This section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
3. civil commotion occurring in Northern Ireland

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

**Definition – Terrorism**

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion only applies to loss damage cost or expense caused by nuclear chemical or biological contamination resulting directly or indirectly from Terrorism

iii) to capture save or 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 subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by this Section

**5. Special Condition**

**Police Notification**

The Insured shall give immediate notification to the Police of loss or damage by theft or malicious means

**6. Date Recognition Exclusion**

This Section does not cover loss or damage directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use 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 correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

## Special Clauses

*(Clause 1 and 3 applicable only if the Clause number is entered in the Schedule Clause 2 applicable only if referred to in the Schedule)*

### 1 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending this Policy being issued

### 2 Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the sum insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any Section which may be issued by the Company in substitution for this Section and the same discount shall be allowed off the net premiums on any substituted Section issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

### 3. Alarm Clause

It is a condition precedent to liability under this Section in respect of loss or damage by Theft following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) The Premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where

stipulated by the Company or the local Police Authority, Code of Practice DD243.

- b) The intruder alarm installation and maintenance company must be both:
  - I. A member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN 45012
  - and
  - II. Accredited and operate a Quality Management System in accordance with EN ISO 9000.
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agreed with the Company.

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
  - i) any part of the Intruder Alarm System
  - ii) the maintenance contract
  - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - iv) the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System

be made without the written agreement of the Company

PR315N (11/04) (6427)

- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
  - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
  - ii) if the police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
- i) In the event of the Insured receiving any notification
  - i) the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

---

## DEFINITIONS

### **Intruder Alarm System**

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

### **Alarmed Premises**

The Premises or those portions of the Premises protected by the Intruder Alarm System

### **Key Holder**

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

### **Premises**

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)