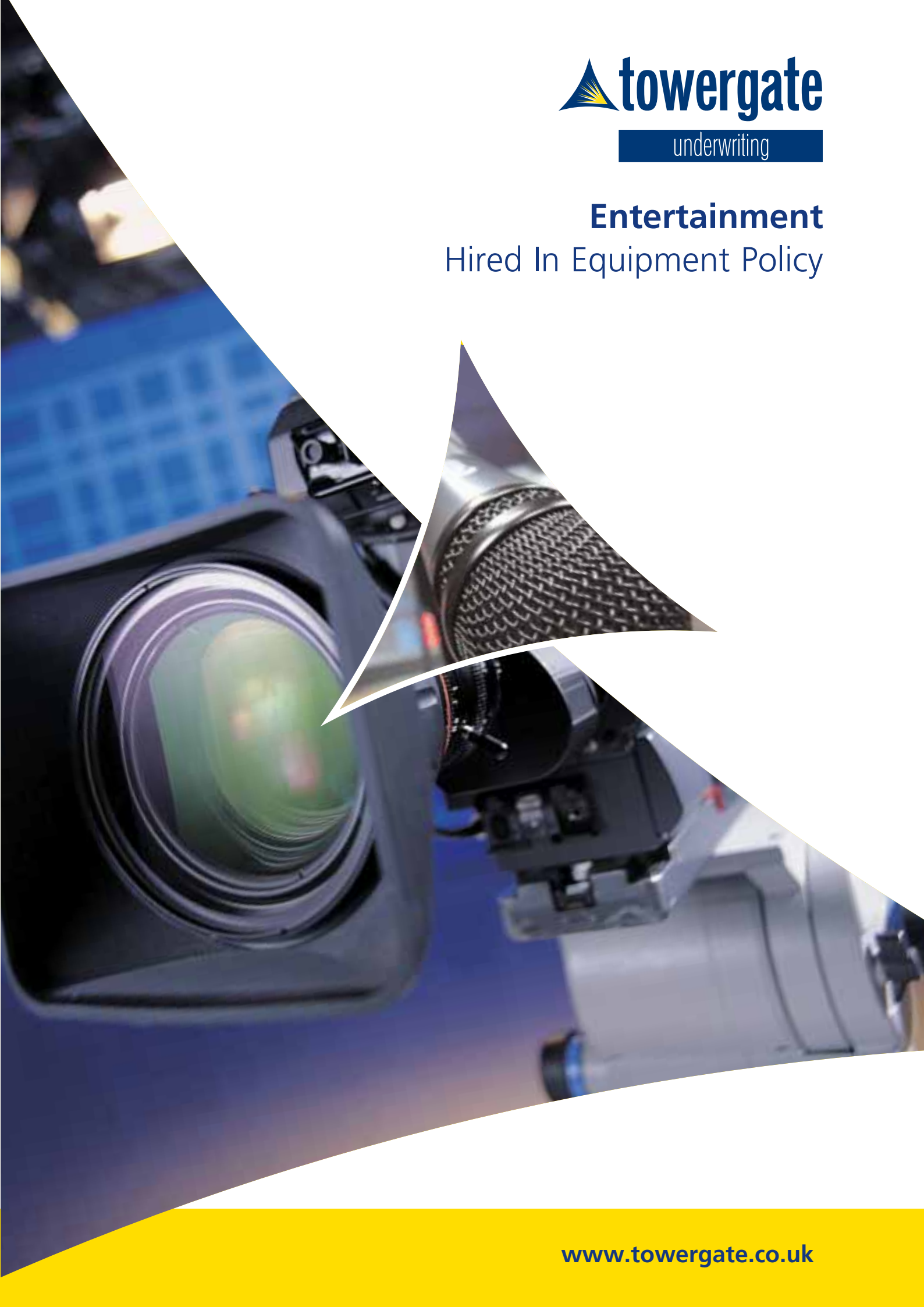




Entertainment Hired In Equipment Policy



Introduction

This is Your Hired In Equipment policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.



Contents – a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

The Contract of Insurance

Our Service to You

Policy Definitions

Sections which comprise Your policy

Policy Conditions

Policy Exceptions

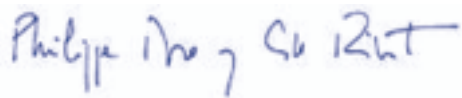
The Contract of Insurance

This Policy is issued in accordance with the authorisation granted under contract to Towergate Underwriting Group Ltd trading as Towergate Underwriting Commercial Property, actioned on behalf of a consortium of two UK Insurers: AXA Insurance UK plc (as lead Insurer) and Groupama Insurance Company Ltd (as follow Insurer).

The Policy, the Proposal form and/or declaration made by You and the Schedule should be read together and form the contract of insurance between You, the Policyholder and Us the Insurers (as stated in the Policy)

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability destruction, damage, accident or injury to the extent of and subject to the terms contained or endorsed on the Policy

On behalf of AXA Insurance UK plc



Philippe Maso y Guell Rivet
Chief Executive
AXA Insurance UK plc
(Authorised Insurer)

IMPORTANT

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your adviser or AXA Insurance UK plc. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

The Law Applicable To This Policy

You and Your Insurers are free to choose the law applicable to this Policy. As Your Insurers are based in England Your Insurers propose to apply the law of England and Wales and by purchasing this Policy You have agreed with this.

Claims and Underwriting Exchange Register and Data Protection Notice

In order to supply Your quotation and then to set up and administer Your insurance Policy, Insurers will hold and use information including sensitive personal data (such as criminal convictions and health information) You have provided and may send it in confidence for secure processing to other companies acting on their instructions) including those located outside the European Economic Area.

Insurers also share Your information and any subsequent claim information with other Insurers, via the Claims and Underwriting Exchange Register run by Insurance Database Services Ltd to check insurance details and prevent fraudulent claims. By purchasing this Policy, You consent to such use of Your personal data.

Insurers may occasionally contact You with details of other products and services. If You do not wish to receive this information please write to Us at the following address:

AXA Insurance UK plc, Marketing and Customer Data Department, One Aldgate, London, EC3N 1RE



Making Yourself Heard

If You want to make a complaint it is important You know that We are committed to providing You with an exceptional level of service and customer care. We realise that things can go wrong and there may be times when You feel that we have not provided the service You expected. If this happens We want to hear about it so we can try to put things right.

Who to contact

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- To be sure You are talking to the right person and
- That You are giving them the right information

When You contact Us:

- Please give Us Your name and a contact phone number
- Please quote Your Policy or claim number and the type of Policy You hold
- Please explain clearly the reason for Your complaint

Step one – Making Your complaint

Does Your complaint relate to:

- Your Policy?
- A claim on Your Policy?

If it is about Your Policy You need to contact Your insurance adviser or the Towergate Underwriting Entertainment office who sold You Your Policy. Call Towergate Underwriting Entertainment on 0870 909 2575 and explain Your complaint.

If Your complaint is about a claim You need to contact whoever is currently dealing with Your claim. In either case if You want to provide written details We have prepared the following checklist for You to use when drafting Your letter:

- Head Your letter 'Complaint'
- Give Your full name postcode and a contact phone number
- Quote the type of Policy and Your Policy or claim number
- Give the name of Your insurance adviser or firm (if this applies)
- Explain clearly the reason for Your complaint

You should send the letter to the person dealing with Your complaint along with any other information that is needed. We expect to sort out most complaints quickly and satisfactorily at this stage. However if You are not satisfied You can take the issue further.

Step two – If You are still not happy

If You are not satisfied with the response You receive please refer the matter using the following relevant details.

If Your complaint is about Your Policy ask to speak to the Towergate Underwriting Entertainment branch manager. If they cannot help they will make sure You are put into contact with the person who can sort out Your complaint.

If it is about a claim please contact the relevant claims office. You will have received these details when You told Us about Your claim.

Step three – Contacting our Head Office

If Your complaint is one of the few that still cannot be sorted out please write to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Head of Customer Care
AXA Insurance UK plc
Civic Drive
Ipswich
Suffolk
IP1 2AN
Phone: 01473 205 26
Fax: 01473 205101
E-mail: customercare@axa-insurance.co.uk

Step four – Beyond AXA

If We have given You our final response and You are still not satisfied You may refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after We have given You written confirmation that You have been through Our complaints procedure and Your business has a turnover of less than £1,000,000.

You can contact the Ombudsman at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Phone: 0845 080 1800
Fax: 0207 964 1001

Contacting the FOS will not affect Your right to take legal action against Us.

Our promise to You

- We will acknowledge written complaints as soon as possible
- We will investigate complaints quickly and thoroughly
- We will keep You informed of progress
- We will do everything possible to sort out Your complaint
- We will learn from Our mistakes
- We will use the information from complaints to continuously improve Our service.

To help Us improve Our service We may record or monitor phone calls.

How To Make A Claim

In the first instance claims should be notified immediately to:

Towergate Underwriting Entertainment, 77 Leadenhall Street, London EC3A 3DE

Telephone: 0870 909 2575 Fax: 0870 909 2576

When making a claim You will be required to have Your Policy number available.

Cancellation Rights

The Insurers Rights

The Insurers shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to the Insured's last known address. Thereupon the Insured may be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- No claims made under the Policy for which a payment has been made
- No claims made under the Policy which are still under consideration
- No incidents likely to give rise to a claim but are yet to be reported to the Insurer during the current Period of Insurance

This termination will be reported to the Insurers without prejudice to any rights or claims of the Insured or the Insurers prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given.

No refund of premium will be given where any minimum premiums apply to a Section or part thereof

The Insured's Rights

The Insured may cancel this Policy prior to the inception date of the contract by giving notice in writing to Towergate Underwriting Entertainment, 77 Leadenhall Street, London, EC3A 4DE.

Provided that there have been:

- No claims made under the Policy for which a payment has been made
- No claims made under the Policy which are still under consideration
- No incidents likely to give rise to a claim but are yet to be reported to the Insurers

Towergate Underwriting Entertainment to confirm in writing receipt of these instructions prior to the inception date of the contract.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given.

For the purposes of this wording Insurer's shall mean:

AXA Insurance UK plc as lead Insurer whose proportionate liability amounts to 50% of the total exposure and Groupama Insurance Company Ltd as follow Insurer whose proportionate liability amounts to 50% of the total exposure

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Computer and Electronic Equipment

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

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

**Failure**

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any data or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site.

Loss of Data

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

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

Virus or Similar Mechanism

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

We/Us/Our/Insurers

AXA Insurance UK plc as lead Insurer whose proportionate liability amounts to 50% of the exposure and Groupama Insurance Company Ltd as follow Insurer whose proportionate liability amounts to 50% of the exposure.

Towergate Underwriting Group trading as Towergate Underwriting Entertainment administers Your insurance Policy on behalf of the Insurers stipulated above.

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Sections which comprise Your policy

Operative only if stated in The Schedule

Asset Protection

Business All Risks

Asset and Revenue Protection

Terrorism

Business All Risks

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

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

Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim at each separate location after the application of Average. You will repay any such amount paid by Us.

Property Insured

Property insured as detailed in The Schedule

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance. The maximum We will pay under this Section in any one Period of Insurance will not exceed

(1) the Sum Insured on each item

or

(2) the Total Sum Insured

or

(3) any other maximum amount payable or limit of Liability specified in The Schedule.

Clauses

The following clauses apply to this Section.

Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You or give written notice to the contrary.

You must pay the additional premium needed to reinstate the Sum Insured.

Average

Each of the Sums Insured by this Section is subject to average. This means that if at The time of Damage, the Item Sum Insured is less than the total value of the property, You will

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

Basis of Claims Settlement - Reinstatement

Unless otherwise stated in The Schedule, in The event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (1) If Property Insured under any Buildings, Block of flats, furniture, Machinery or Tenants alterations Item described in The Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, we will not pay more than We would have done if the property had been completely destroyed.

- (2) The Property Insured may be replaced on another site and in a manner suitable to You needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of replacement or repair 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.

- (5) We will not pay under this Clause
 - (a) until You have incurred the cost of replacing or repairing the Property Insured
 - (b) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (c) if You do not comply with any of the terms of this clause.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any employee

(f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control

(g) the bursting of

(i) a boiler

(ii) other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

(2) Damage caused by or consisting of

(a) (i) corrosion, rust or rot

(ii) shrinkage, evaporation or loss of weight

(iii) dampness or dryness

(iv) scratching

(v) vermin or insects

(vi) mould or fungus

(b) change in

(i) temperature

(ii) colour

(iii) flavour

(iv) texture or finish

(c) nipple or joint leakage or failure of welds

(d) cracking, fracturing, collapse or over heating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping

(e) mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

(i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause

(ii) any subsequent Damage which results from a cause not otherwise excluded.

(3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

(a) pollution or contamination which results from a Defined Contingency

(b) a Defined Contingency which results from pollution or contamination.

(4) Damage caused by or consisting of

(a) subsidence, ground heave or land slip unless resulting from fire, explosion earthquake or escape of water from any tank, apparatus or pipe

(b) normal settlement of new structures

(c) acts of fraud or dishonesty

- (d) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling, misplacing of information or clerical error
- (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

(5) Damage by fire resulting from its' undergoing any process involving the application of heat.

(6) Damage resulting from its' undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

(7) Damage while the building is unoccupied or disused caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons
- (c) theft or attempted theft.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

(8) Damage more specifically insured by You or on Your behalf.

(9) consequential loss or damage.

(10) (a) property insured by any marine policy

- (b) property which would be insured under any marine policy if this insurance did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

(11) Damage to Money.

(12) goods held in trust or on commission unless specifically mentioned in The Schedule.

(13) the Excess stated in The Schedule.

(14) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence

- and/or

harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Extensions

The following Extensions only apply to this Section if stated in The Schedule.

1. Alternative Hire Costs

We will indemnify You in respect of any reasonable costs incurred with Our consent for the temporary hire of similar replacement equipment following Damage to the Property Insured.

The maximum We will pay in respect of any one claim

is

(a) £30,000

or

(b) 15% of the replacement value of the damaged item whichever is the lower

2. Alternative Hire Costs (Musicians and Entertainers)

We will indemnify You in respect of any reasonable costs incurred with Our consent for the temporary hire of similar replacement equipment following Damage to the Property Insured.

The maximum We will pay in respect of any one claim

is

(a) £7,500

or

(b) 15% of the replacement value of the damaged item

whichever is the lower

3. Continuing Hiring Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of hired in equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000

4. Continuing Hiring Charges (Musicians and Entertainers)

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of hired in equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000

Conditions and Additional Clauses

The following Conditions and Additional Clauses only apply to this Section if stated in The Schedule. (Also refer to the Policy Conditions at the back of this policy booklet).

Conditions

A Intruder Alarm System

For the purpose of this Additional Condition the following definitions apply

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

Protected Premises

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

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

Keyholder

You or any person or keyholding company authorised by You who must be available a tall times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to The Premises.

If in relation to any claim for Damage caused by theft or attempted theft involving entry or exit from The Premises by forcible and violent means You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
 - (i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
 - (ii) if the police have withdrawn their response to alarm calls.

unless we agree otherwise.

- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.

- (4) You shall advise Us as soon as possible, and in any event not later than 10.00am on Our next working day,

- (i) that 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) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
- (iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and You must comply with any of Our subsequent requirements.

- (5) No alteration or substitution of

- (i) any part of the Intruder Alarm System
- (ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
- (iii) the means of communication used to transmit signals from the Intruder Alarm System

- (iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
- (v) the maintenance contract

shall be made without Our written agreement.

- (6) You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

B Requirements

If in relation to any claim in respect of Damage insured by this Section, You have failed to implement the requirements stated in the Schedule of Requirements within the timescales specified, You will lose Your right to indemnity or payment for that claim.

C Minimum Security Condition

If in relation to any claim for Damage, as insured by this Section, occurring more than 30 days after the inception of this Section, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

- (1) final exit doors must be secured as follows
 - (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors - by cylinder mortice lock operating a swinging lock bolt
 - (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

When The Premises are closed for business all locks fitted to final exit doors must be put into effect.

- (2) all other external doors and internal doors leading to common areas or other premises, must be secured:
 - (a) by the means set out in (1), or
 - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or rooflights accessible from the ground or via roofs, pipe work or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

D Alarm Condition - Specified Vehicles

This Section excludes Damage resulting from theft or attempted theft from the specified unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed and
- (2) maintained in accordance with the terms and conditions of the installing companys agreement.

E Alarm Condition - Unspecified Vehicles

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless the alarm system approved by Us is

(1) put into operation and all alarm keys removed

and

(2) maintained in accordance with the terms and conditions of the installing company's agreement.

Additional Clauses

1 Exclusion of Theft

This Section excludes Damage by theft or attempted theft.

2 Unattended Vehicle Theft Exclusion

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless

- (a) all doors, windows and other points of access are closed, properly fastened and securely locked
- (b) all keys have been removed from the unattended Vehicle
- (c) any immobiliser, cut out steering lock or alarm is put into operation
- (d) there is visible evidence of entry into the Vehicle involving forcible and violent means
- (e) the Property Insured is placed out of view from the exterior of the Vehicle

3 Unattended Vehicle Theft Exclusion – Vehicles in the Open

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless

- (a) all doors, windows and other points of access are closed, properly fastened and securely locked
- (b) all keys have been removed from the unattended Vehicle
- (c) any immobiliser, cut out steering lock or alarm is put into operation
- (d) there is visible evidence of entry into the Vehicle involving forcible and violent means
- (e) the Property Insured is placed out of view from the exterior of the Vehicle
- (f) from 9pm until collected by Your driver the unattended Vehicle is
 - (i) parked within a locked building of substantial construction
 - or
 - (ii) parked within a locked compound surrounded by secure walls or fences

4 Unattended Vehicle Theft Exclusion

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle.

5 Portable Computer Equipment

If in relation to any claim for damage by theft or attempted theft You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Portable Computer Equipment is left unattended inside any road vehicle
 - (i) the vehicle is securely locked and all security devices set in operation
 - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - (iii) the Portable Computer Equipment is concealed from view
 - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car

- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage
- (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

For the purpose of this Additional Clause, Portable Computer Equipment shall mean:

Personal computers, small microcomputers and similar equipment used for processing, communicating and storing electronic data, and which are designed to be carried by hand.

6 Hiring Inspections

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with the business of equipment hiring

- (1) customers are supplied with
 - (a) instructions for use of hired equipment.
 - (b) information regarding the safety precautions that need to be adopted and protective equipment that must be used.
- (2) all items must be inspected before and after each hiring and any defects found rectified before re-hire.

7 Equipment Hired Out

We will indemnify You when Property Insured is hired-out under written conditions which make the hirer responsible for Damage to Property Insured during the hire period.

Provided that prior to any hire You must obtain and retain proof of

- (a) acceptance by the hirer of conditions of hire as above
- (b) the identity and address of the of the hirer from at least two different established sources (e.g. government body, utility company, bank or other finance company) unless the hirer has had a current account with You for at least the last 60 days

8. Hired In Equipment

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that Property Insured hired in by You

is

- (a) inspected by You prior to acceptance
- (b) returned by You to an authorised official of the hiring company.

Clauses

Business All Risks Section

Where Machinery and Plant is insured under the Business All Risks Section of this policy, the cover provided by this extension is extended to include such Machinery and Plant.


Exceptions to this Extension

The following exceptions apply only to this extension.

(Also refer to this Section's Exceptions, and the Policy Exceptions at the back of this booklet).

We will not indemnify You in respect of

- (1) Damage to Machinery and Plant caused by of consisting of
 - (a) gradually developing

- 
- (i) defects or flaws
 - (ii) deformation
 - (iii) distortion
 - (iv) cracks or partial fractures
- (b) loose parts, defective joints or seams unless caused directly by overheating brought about by shortage of water in Machinery and Plant which is subject to steam or fluid pressure

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to Machinery and Plant caused by or arising out of
 - (a) any
 - (i) test
 - (ii) experiment
 - (iii) routine inspection
 - (b) the imposition of abnormal working conditions, including intentional overloading, unless occurring without Your knowledge or consent
- (3) the cost of any maintenance work or routine overhaul undertaken on the Machinery and Plant
- (4) Damage to experimental or prototype Machinery and Plant

Conditions

The following condition applies to this extension.

(Also refer to this Section's Conditions, and the Policy Conditions at the back of this policy booklet).

Machinery and Plant – Maintenance

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

You must maintain all Machinery and plant in accordance with manufacturer's instructions.



Asset and Revenue Protection

Terrorism

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism

Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.
This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non genuine traffic between or amongst networks.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We shall deduct from each and every claim at each separate location.

You will repay any such amount paid by Us.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

Head/Heads of Cover

Any of the following types of direct insurance cover:

- (1) Buildings and completed structures
- (2) Other property insured under this policy
- (3) Business Interruption
- (4) Book Debts.

Private Individual

Any person other than

- (1) A company, association or partnership
- (2) A trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) A person who owns Residential Property for the purpose of their business as a sole trader
- (4) A person who owns Residential Property of which in excess of 20 per cent of the Property is commercially occupied.

Note:

- (a) Where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the Property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property
and
- (b) Where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured, they will be deemed to be a Private Individual in respect of that property.

Residential Property

- (1) Private dwelling houses and flats
- (2) Household goods and personal effects.

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

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 includes but is not limited to trojan horses, worms and logic bombs.

Cover

We will indemnify You in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy where the Head of Cover is otherwise insured.

Exceptions

The following exceptions apply to this Section.

- (1) We will not indemnify You in respect of any losses arising under any of the Heads of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
 - (a) damage to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not where such damage is caused by Virus or similar Mechanism, Hacking or Denial of Service Attack.
 - (b) riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) We will not indemnify You in respect of losses arising under any of the Heads of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.

Conditions

The following conditions apply to this Section.
(Also refer to the Policy Conditions at the back of this policy booklet)

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of Cover is otherwise insured together with the Policy Definitions and Policy Conditions except
 - (a) any which provide for adjustments of premium
 - (b) any aggregate limit on the amount borne by You as a result of the operation of an Excess
 - (c) any provision for the automatic reinstatement of sums insured
 - (d) any Long Term Undertaking.and providing that if there is conflict between this Section and the rest of the policy, this Section shall prevail.
- (2) We will not indemnify You under this Section unless and until
 - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Section.

or
 - (b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined in this Section.
- (3) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose your right to indemnity or payment for that claim.
 - (a) You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
 - (b) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
- (4) We may cancel the cover provided by this Terrorism Section
 - (a) by sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period

or
 - (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. We will not refund any instalment paid.
- (5) In any action or suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You.



Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

(1) Alteration of Risk

We will at Our option avoid the policy from The inception of this insurance where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury or
- (b) Your interest ceases except by will or operation of law

unless We have accepted the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

(3) Cancellation

We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period.

- (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.

(4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

(c) at Your expense, provide Us with a written claim

containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within

(i) 30 days

or

(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of you becoming aware of the event or occurrence, or such further time that We may allow.

(d) provide Us with all information and help We require in respect of the claim.

(e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.

(f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.

(g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

(a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

(b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.

(c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.

(d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

(a) the Limit of Indemnity

or

(b) the Sum Insured

or

(c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with our consent.

(7) Fraud

We will at Our option avoid the policy from The inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not

or

- (b) a false declaration or statement is made or fraudulent device put forwarding support of a claim.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

(10) Reasonable Precautions

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss or destruction of or damage to the Property Insured.
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- a) enforce a right or remedy

or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking

(a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable

(i) any building and tenants improvements item

The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

(ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

(b) Claims.

These adjustments will continue during the

(i) Period of Insurance

(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from The date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

(a) We shall be under no obligation to accept an offer made in accordance with such an undertaking

(b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

(15) Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, (The Policyholder,) and Us (The Insurers).

(a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:

(i) providing Us with any additional information requested by the required date(s),

(ii) completing any actions agreed between You and Us by the required date(s),

(iii) allowing Us to complete any actions agreed between You and Us.

(b) If required by Us, You must allow us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless we agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:


(i) modify Your premium,

(ii) issue a mid-term amendment to Your policy or Section terms and conditions,

(iii) require You to make alterations to The Premises insured by the required date(s),

(iv) exercise Our right to cancel Your policy,

(v) leave the policy or Section terms and conditions, and Your premium, unaltered.



We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the IMPORTANT note within The Contract of Insurance page of Your policy booklet.



Policy Exceptions

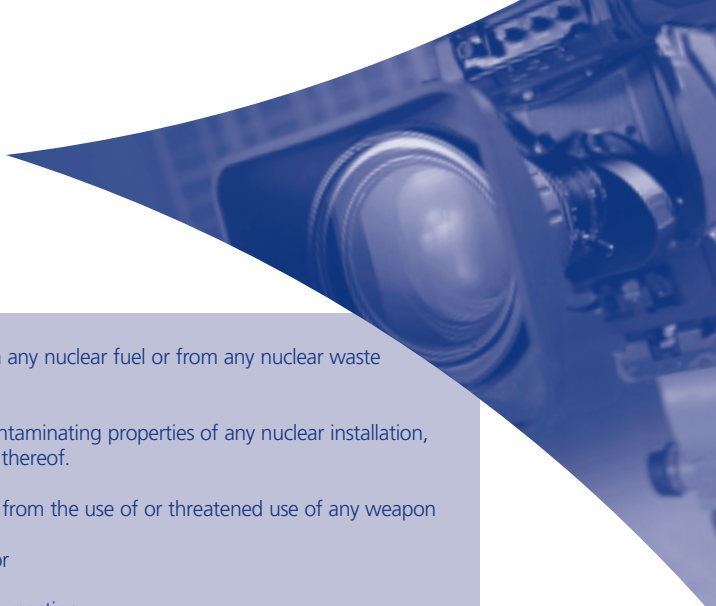
Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Directors and Officers.
- (2) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from

- 
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
- (i) dispersing radioactive material and/or ionising radiation or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
 - (a) Employers' Liability
 - (b) Public and Products Liability
 - (c) Personal Accident
 - (d) Business Travel.
 - (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
 - (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Professional Indemnity
 - (d) Directors and Officers.
- (3) (a) Money
- (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer systems records
 - (j) explosives
 - (k) property in transit
- unless specifically mentioned.

However, exceptions (3) (a) to (k) do not apply to the following Sections, when insured by this policy

- (1) Terrorism

- (2) Employers' Liability
- (3) Public and Products Liability
- (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with
 - anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
 - (a) Property Damage
 - (b) Money and Assault
 - (c) Engineering
 - (d) Business Interruption
 - (e) Book Debts.
- (2) exceptions (4) (a) and (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Loss of Licence
 - (c) Terrorism
 - (d) Employers' Liability
 - (e) Personal Accident
 - (f) Professional Indemnity
 - (g) Directors and Officers.

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

(5) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Property Damage - Specified Contingencies
- (ii) Property Damage - All Risk
- (iii) Business All Risks
- (iv) Money and Assault
- (v) Business Interruption.

Exception (5) (a) does not apply to the public and Products Liability Section, when insured by this policy.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Property Damage - Specified Contingencies
- (ii) Property Damage - All Risks
- (iii) Business All Risks
- (iv) Money and Assault
- (v) Business Interruption.

Exceptions (5) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Computer
- (2) Engineering
- (3) Employee Dishonesty
- (4) Loss of Licence
- (5) Terrorism
- (6) Employer's Liability
- (7) Commercial Legal Protection
- (8) Professional Indemnity
- (9) Directors and Officers (10) Personal Accident.
- (10) Personal Accident

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