

Mi Commercial Risks Limited

SME Flood Protect Policy Wording

February 2022

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Important Helplines and Information

Your claims will be dealt with by **Broadspire, By Crawford & Company**.

Your claims should be reported via the dedicated Mi Commercial Risks Limited phone line 0121 200 0354 or via the dedicated email MICommercial@broadspiretpa.co.uk

The cover under this **Policy** shall only be deemed to be operative when Broadspire, By Crawford & Company have confirmed that a valid **Flood** incident has occurred.

Welcome

Introduction to Your SME Flood Protect Policy

This **Policy** is a contract between **You** and **Us** issued and administered by Mi Commercial Risks Limited on **Our** behalf.

This insurance product has been designed for **Your Business**, specified cover to help with **Your** immediate costs and expenditures following a **Flood** loss to **Your Property** at **Your Business Premises**. **We** intend the language and layout to be clear to help **You** to understand the cover **We** provide and **Your** obligations.

This document of insurance, the **Schedule** and any **Endorsements** applying to this insurance form **Your** SME Flood Protect Policy, all of which are a single document and are to be read as one contract. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

This document sets out the conditions of the contract of insurance between **You** and the **Us**.

Please read the document carefully, it is laid out in Sections. It is important that:

- **You** understand what each Section covers and does not cover;
- **You** understand **Your** own duties under each Section and under the insurance as a whole.

If there is anything **You** do not understand, or any aspect of the **Policy** does not meet **Your** requirements **You** should contact the Insurance Broker who arranged this **Policy** for **You**.

About Mi Commercial Risks Limited and Your Insurers

This **Policy** has been arranged by Mi Commercial Risks Limited on behalf of the under noted Insurers named herein:

Mi Commercial Risks Limited is an Appointed Representative of Stride Ltd who are authorised and regulated by the Financial Conduct Authority. Both companies registered in the United Kingdom as Affinity House, Bindon Road, Taunton, Somerset TA2 6AA. Registered Nos: 07313009 & 01122247 respectively.

This Policy is underwritten by: AXA XL Insurance Company UK Limited (Lead Insurer)

- A) AXA XL Insurance Company UK Limited
AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).
Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.
Registered in England Number 5328622.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

- B) XL Catlin Services SE
XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this **Policy**.
XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.
Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.
Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

A full list of Insurers can be found in Your Policy Schedule

About Your Insurance Broker

Your Insurance Broker is the organisation that **You** arranged this insurance with and should be **Your** first point of contact for any queries **You** may have on the **Policy**, other than claims. Claims contact numbers can be found under the Important Helplines Section of this document.

See also Section 4 – **Claims Procedure** and **Enquiries and Complaints Procedure**.

Your Policy

This **Policy** is a legally binding contract which **You** have made with the **Insurers**.

The **Insurers** have agreed to provide the insurance described in this **Policy** or in any **Endorsement** applying to this **Policy** for the **Period of Insurance** specified in the **Schedule**. The insurance provided by this **Policy** covers any **Damage** caused by **Flood** that happens during the **Period of Insurance** in accordance with the Sections of the Policy shown in the **Schedule** for which **You** have paid or agreed to pay the premium. The **Insurers** will cover or compensate **You** by payment or, at their option, replace reinstate or repair lost, damaged or destroyed **Property** up to the agreed **Policy Limit of Liability**.

The **Insurers'** continued acceptance of the risk is based on any changes from the original information presented being advised to and accepted by the **Insurers**.

The **Schedule** identifies the cover that is operative. A new **Schedule** will be issued to record any amendments to the cover. Please refer to the replacement documents and the **Policy** to see what cover is currently in force. Any expression to which a specific meaning has been attached in the General Definitions Section or in any other Section of this **Policy** shall bear that meaning wherever it appears.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary, **You** should contact **Your** insurance broker through whom this **Policy** was arranged.

This **Policy** should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim.

Signed for and on behalf of Mi Commercial Risks Limited



James Wheddon
Managing Director
Mi Commercial Risks Limited

Important Information

Information You have given Us

In deciding to accept this **Policy** and in setting the terms including premium, **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions, **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information, **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information, **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** fourteen (14) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** fourteen (14) days' notice that **You** are terminating this **Policy**.

in accordance with the Cancellation and Cooling-Off Period Provisions.

Cancellation and Cooling-Off Provisions

(a) Your Right to Cancel during the Cooling-Off Period

You can cancel this **Policy** by notifying **Us** in writing within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You can cancel this **Policy** after the cooling-off period by notifying **Us** in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

(c) Our Right to Cancel

We can cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

Accessibility

Upon request Mi Commercial Risks Limited can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact **Your** insurance broker through whom this **Policy** was arranged.

Choice of Law

Unless the Insurers and **You** agree otherwise, this **Policy** shall be subject to and construed solely in accordance with the law of England and Wales. **We** and **You** agree that all disputes arising out of or in connection with this **Policy** shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **Policy** and all communications relating to it will be in English

Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

Change in Circumstances

You must tell **Us** as soon as practicably possible of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

You must tell **Us** at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the buildings

When **We** are notified of a change or planned structural work, **We** will tell **You** if this affects **Your Policy**. For example, **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change or planned structural work it may affect any claim **You** make or could result in **Your** insurance being invalid.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date
- **You** must read and understand the **Policy**
- **You** comply with **Your** duties under each section and under the **Policy** as a whole
- **You** check that the sections **You** have requested are included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this **Policy**, **You** should contact **Your** Insurance Broker in the first instance. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Enquiries and Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim, please contact **Your** broker through whom this **Policy** was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom
Telephone Number: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom
Email: complaint.info@financial-ombudsman.org.uk

Telephone Number:	From within the United Kingdom
0800 0234 567	calls to this number are free on mobiles and landlines
0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers
	From outside the United Kingdom
	+44 (0)20 7964 0500
Fax Number:	+44 (0)20 7964 1001
Text Number:	07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Financial Services Compensation Scheme (FSCS)

Stride Ltd and AXA XL Insurance Company UK Limited are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations under this Policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

Important Note

Where Mi Commercial Risks Limited deals with **You** through a retail agent in respect of any claims referred by **You** to Mi Commercial Risks Limited Mi Commercial Risks Limited acts as agent for the **Insurer** and not for **You**.

Please quote **Your** Policy number in all correspondence so that **Your** complaint may be dealt with speedily.

Fair Processing Notice

a) **Mi Commercial Risks Limited**

We may use personal information in order to write and administer this policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk Mi Commercial Risks Limited are underwriting on Our behalf or the services being provided or to a claim that is being reported.

We are part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to Our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the **Mi Commercial Risks Limited** uses personal information. For more information, please refer to Our Data Privacy Notice, which can be found on:

<https://www.micommercialrisks.co.uk/about/data-protection/>

b) **AXA XL Insurance Company UK Limited**

For information about how AXA XL Insurance Company UK Limited processes **Your** personal information, please see **Our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: legalcompliance@axaxl.com.

General Definitions

The following definitions apply in all sections of this **Policy** unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the Policy or schedule. To help identify these words they will appear in **bold** in the policy wording.

Buildings

Buildings described in the Schedule, and including:

- a) landlords' fixtures and fittings;
- b) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
- c) walls, gates and fences;
- d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains, but only to the extent of Your responsibility; and yards, car parks, roads, pavements, forecourts, all constructed of solid materials.

Business

The Business stated in the **Schedule**.

Business Premise

The address of **Your** Business as stated on the **Schedule**.

Contents

Moveable property described in the **Schedule** belonging to **You** or held by **You** in trust for which **You** are legally responsible including:

- a) tenants' improvements, alterations and decorations, including closed circuit television and security systems;
- b) employees', directors', partners', customers' and visitors' personal effects of every description (other than motor vehicles) not otherwise insured, for an amount not exceeding £1,000 in respect of any one person;
- c) computer and electronic business equipment;
- d) contents of outbuildings;
- f) patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- g) wines and spirits for an amount not exceeding £1,000; and
- h) contents temporarily at dwelling places of directors and senior staff.

but excluding:

- i) landlords' fixtures and fittings;
- ii) **Stock** and materials in trade;
- iii) money and stamps (including National Insurance stamps) in excess of £500;
- iv) documents, manuscripts and **Business** books, except for the cost of the materials and of clerical labour expended in reproducing such records;
- v) computer systems records, except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer

Damage

Damage shall mean accidental physical loss or destruction of or damage to the **Property** Insured.

Excess

The first amount of each and every claim (as shown in the **Schedule**) for which **You** are responsible at each separate **Premises** after the application of all other terms and conditions of the insurance.

Endorsement

Means a change in the terms and conditions of this insurance, agreed by **Us**, that can extend or restrict cover.

Flood

- A. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- B. inundation from the sea
- C. inundation by rainwater or rainwater induced runoff, other than where the inundation results solely from the ingress of rainwater through or via the roof of a building

Limit of Liability

The maximum compensation amount as stated in the **Schedule** **We** will pay in respect of any one event and in the aggregate in the Period of Insurance.

Period of Insurance

The period shown in the **Schedule**

Policy

This document and **Schedule** and any **Endorsements** attached or issued.

Property

Physical property belonging to **You** or held by **You** in trust for which **You** are legally responsible, including Building, Contents and **Stock**.

Schedule

The **Schedule** is part of this contract of insurance and contains Your details, **Period of Insurance** and the limits of liability.

Stock

Stock and materials in trade, work in progress and finished goods belonging to You or held by You in trust for which You are legally responsible.

Terrorism

Terrorism means an act, for example the use of force or violence and/or the 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 to put the public, or any section of the public in fear.

Unoccupied

Not in use for 30 or more days

We/Us/Our/Insurer

AXA XL Insurance Company UK Limited (Lead **Insurer**) and following insurers.

A full list of Insurers is shown in Your Policy **Schedule**.

Wear and Tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time

You/Your

The person or persons or corporate body named in the **Schedule**

Section 1 – Cover

The General Conditions in Section 3 and General Exclusions in Section 2 also apply to this Section.

What is covered

This **Policy** covers **You** against the **Damage to Your Property** and for the additional expenditures incurred by **You** due to **Damage** to insured **Property** occurring at **Your Business Premises** during the **Period of Insurance** as a direct result of a **Flood**. **We** will pay **You** for the replacement costs or repair of **Your Property** as per Basis of Settlement provisions.

This expenditure is deemed to include:

- clean up costs to **Your Property** or **Business Premise** which have sustained **Damage**;
- costs of securing the **Business Premise** and defending against additional **Damage** by **Flood**;
- the cost of moving to and from and the additional rent of temporary premises, additional rates and taxes thereon and expenses incurred in equipping said premises to make them suitable for **Your Business** over and above costs that would have been incurred during the same period had no **Damage** occurred;
- any additional cost in respect of lighting, heating and water over and above the costs that would have been incurred during the same period had no **Damage** occurred;
- any additional cost in respect of additional staff and overtime incurred in order to minimise any interruption or interference with the **Business** as a result of **Damage**;
- any other reasonably incurred cost agreed by **Us**.

The amount payable by **Us** shall not exceed the amount shown in the **Schedule**. Cover shall be limited to the increased costs incurred to maintain the **Business** as existing immediately before the **Damage**.

Basis of Settlement

1 Reinstatement:

The amount payable in respect of buildings or machinery and plant shall be the cost of reinstatement of the **Damage**.

For this purpose “reinstatement” means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided **Our** liability is not increased may be carried out;
 - i) in any manner suitable to **Your** requirements
 - ii) upon another site
- b) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Provided that:

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

In the event of a total loss **our** liability will be restricted to the **Limit of Liability** as shown in the **Schedule**.

2 Reimbursement

The amount payable in respect of **Stock** shall be the value at the time of the **Damage** or at **Our** option the cost of reinstatement or replacement of such **Property** or any part of it to a condition equivalent to or substantially the same

Section 1 – Cover

as but not better or more extensive than its condition when new. In the event of a total loss **our** liability will be restricted to the **Limit of Liability** as shown in the **Schedule**.

3 Reinstatement by the Insurer

If any **Property** is to be reinstated or replaced by the **Us You** shall at **Your** own expense provide all such plans, documents, books and information as may be required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a sufficient manner and the maximum amount payable in respect of any one of the items insured is its amount shown in the **Schedule**.

4 Alternative Accommodation and Rent Payable

Where as a result of **Damage** the **Buildings** are rendered uninhabitable or access is prevented to the **Buildings** the **Insurer** will indemnify **You** in respect of

- a. the reasonable additional costs of comparable accommodation incurred by **You** and temporary storage of **Your Property**
- b. the loss of rent paid or payable by **You** for the **Business Premises** and services rendered including service and management charges at the **Business Premises** during the period necessary to restore the **Business Premises** or to make it accessible

Coverage Extensions

1.1 Architects, Surveyors, Legal and Consulting Engineers Fees

This **Policy** includes an amount in respect of architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement.

1.2 Removal of Debris

This **Policy** extends to include costs and expenses incurred by **You** with the **Insurers** consent in:

- a) removing debris;
- b) dismantling and/or demolishing; and
- c) shoring up or propping;

of the portions of the **Property** Insured as a result of **Damage** insured against by this **Policy**.

Excluding any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site; and
- b) arising from pollution or contamination of property not insured by this **Policy**.

The liability of the Insurers in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement.

1.3 Repairs and Alterations

Tradesmen may be employed to effect repairs or minor alterations in all or any of the **Buildings** insured without prejudice to this insurance.

1.4 Sale of Property Insured

If at the time of **Damage You** have contracted to sell **Your** interest in any **Building** insured by this Policy and the purchase has not been, but is later, completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such **Damage** by him or on his behalf), shall be entitled to the benefit under this policy so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or the **Insurers** until completion.

Section 2 – General Exclusions

What is not covered

The insurance by this **Policy** does not cover:

- 2.1** **Damage** to movable **Property** in the open.
- 2.2** **Damage** to **Property** at any building that is **Unoccupied**
- 2.3** **Damage** to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- 2.4** **Damage** caused by or consisting of:
- (a) inherent vice or latent defect, gradual deterioration, **Wear and Tear** or
 - (b) the bursting by steam pressure of a boiler, economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control other than in respect of a boiler used for domestic purposes only;
 - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - (d) faulty or defective workmanship, operational error or omission by **You** or any of **Your** employees;

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded.

- 2.5** **Damage** caused by or consisting of:
- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
 - (b) change in temperature, colour, flavour, texture or finish;
 - (c) theft or attempted theft;
 - (d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
 - (e) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates;

but this shall not exclude

- (ii) such **Damage** which itself results from other **Damage** and is not otherwise excluded
- (iii) subsequent **Damage** which itself results from a cause not otherwise excluded.

- 2.6** **Damage** caused by or consisting of:
- (a) acts of fraud or dishonesty;
 - (b) disappearance unexplained or inventory shortage misfiling or misplacing of information.

- 2.7** **Damage** to:
- (a) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - (b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - (c) land, piers, jetties, bridges, culverts or excavations;
 - (d) livestock, growing crops or trees;

unless specifically mentioned as insured by this **Policy**.

- 2.8** **Damage** to **Property** which at the time of the happening of **Damage** is insured by or would, but for the existence of this **Policy**, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

2.9 **War & Similar Risks**

Any damage or business interruption or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

Section 2 – General Exclusions

2.10 Nuclear Risks & Radioactive Contamination Risks

- a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or
- b) any legal liability of whatsoever nature;
directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - e) any chemical, biological, bio-chemical, or electromagnetic weapon.
 - f) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals;
 - g) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

2.11 Terrorism

- a) loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b) loss, damage, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with civil commotion.
- c) loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

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

2.12 Communicable Disease Exclusion

any loss, damage, claim, cost, expense, or other sum of any nature whatsoever, directly or indirectly based upon, arising out of, attributed to, caused by, or relating to, in whole or in part:

1. any Communicable Disease (actual, threatened, perceived or suspected); or
2. any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any Communicable Disease.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any Communicable Disease at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

Section 2 – General Exclusions

The presence of a person or persons at an insured location that is/are possibly infected with a Communicable Disease or is/are actually infected with a Communicable Disease shall not constitute loss or damage, whether physical or otherwise.

With respect to this exclusion, the following definition is added:

Communicable Disease means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure

2.13 Cyber and Data Exclusion

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Section 3 – Policy Conditions

3.1 Alteration in Risk

This **Policy** shall cease if after the commencement of this insurance there is any alteration in risk:

- a) by removal;
- b) by change of occupation or use of the **Property** insured;
- c) whereby the risk of loss or **Damage** or accident or liability is increased;
- d) whereby the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued; or
- e) whereby **Your** interest ceases except by will or operation of law;

unless such alteration is notified to and accepted by **Us** in writing and, in respect of General Condition 1 c) above, the **insurer** agrees to maintain cover provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this **Policy** **We** would not have entered into this **Policy** on any terms;
- ii) **You** shall pay an appropriate additional premium if required **Us** with effect from the date of the alteration;
- iii) **We** shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.

3.2 Arbitration

If any difference shall arise as to an amount to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to a sole arbitrator to be appointed in accordance with the provisions of the Arbitration Act 1996. **We** are unconditionally bound by the decision of the arbitrator. **You** are not obligated to accept any award made by the arbitrator, if **You** choose not to accept the award given by the arbitrator **You** can follow the Complaints procedure.

3.3 Excess

This **Policy** does not cover the **Excess** being the first amount of each and every claim (as shown in the **Schedule**) for which **You** are responsible at each separate **Premises** after the application of all other terms and conditions of this **Policy**.

3.4 Insurable Interest

The insurable interest in the insurance by this **Policy** shall not be transferred without the written consent of **Us**.

3.5 Interpretation

In this **Policy**;

- a) reference to any statute or statutory provision and orders or regulation thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **Policy**;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this **Policy**.

3.6 Observance of Terms

It is an important condition to Our liability under this **Policy** that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

In the event of breach any of the above conditions, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3.7 Other Insurances

If at the time of any **Damage** there is any other insurance effected by **You** or on **Your** behalf covering any of the **Property** damaged the liability of **Us** under this **Policy** shall be limited to its rateable proportion of such **Damage**.

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of **Us** hereunder shall be limited to that proportion of the **Damage** as the **Limit of Liability** by this Section bears to the value of the **Property**.

Section 3 – Policy Conditions

3.8 Reasonable Precautions

You shall:

- a) take all practicable steps to prevent occurrences which may give rise to loss destruction or **Damage**;
- b) take all practicable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- c) take practicable steps as soon as practicably possible to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require; and
- d) Take care to prevent accidents and maintain and keep in proper repair **Your** premises, plant and everything used in the **Business**.

We shall have no liability under the policy, if **You** fail to comply with this term, unless the **You** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3.9 Several Liability

Our obligations under this **Policy** are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligation.

3.10 Subjectivity

- a) If the **Policy** is issued with subjectivity it 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;
 - ii) completing any actions agreed between **You** and **Us** by the required dates; or
 - iii) allowing **Us** to complete any actions agreed between **You** and **Us**.

- b) If required by the **Us** **You** must allow access to the **Premises** and the **Business** to carry out surveys within sixty (60) days of the inception or renewal date, unless agreed otherwise in writing.

If cover under this **Policy** is subject to **You** completing risk improvements and complying with the risk improvements for the currency of the **Policy** then the risk improvements identified must be completed within the individual timescales specified and complied with for the currency of the **Policy**.

Following the above actions **We** reserve the right to:

- a) modify the premium;
- b) change the terms and conditions of the **Policy**;
- c) require **You** to make alterations to the **Premises** insured by required dates;
- d) cancel the **Policy** in accordance with Cancellation and Cooling- Off Provision.
- e) leave the **Policy** terms, conditions and premium unaltered.

You will be advised of **Our** decision and any required actions and dates. The effective date of any changes will apply unless and until **We** agree otherwise in writing.

If **You** disagree with **Us** decision **You** must make **Your** comments in writing and **We** will attempt to negotiate a resolution with **You**. If this is unsuccessful **You** have the right to cancel the **Policy** and, subject to no claims, a proportionate part of the premium will be refunded to **You**.

The above conditions do not affect **Our** right to void the **Policy** in accordance with Cancellation and Cooling-Off Provisions.

3.11 Subrogation

Any claimant under this **Policy** shall, at the request and at the expense of **Us**, take and permit to be taken all practicable steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name, at its own expense and for its own benefit, any claim for damages or otherwise.

Section 4 – Claims Procedure

To make a claim under this Policy please refer to the page 2, Important Helplines and Information.

Your claims under will be dealt with by:

Broadspire, By Crawford & Company Second Floor, Ashton house, 400 Silbury Boulevard, Milton Keynes MK9

4.1 Your Obligations

On learning of any circumstances likely to give rise to a claim or on receiving verbal or written notice of any claim **You** must:

- a) **You** must notify Broadspire, By Crawford & Company as soon as practically possible of any loss or **Damage**. The cover under this **Policy** shall only be deemed to be operative when Broadspire, By Crawford & Company have confirmed that a valid **Flood** incident has occurred.
- b) supply, at **Your** own expense, full details of the claim in writing as soon as practicably possible;
- c) provide all the help and assistance and co-operation required by the **Insurers** in connection with any claim to include supplying, as soon as practicably possible, any supporting evidence and information that they require;
- d) take all practicable action following circumstances likely to give rise to a claim to:
 - i) minimise the **Damage**;
 - ii) prevent **Damage**; and
 - iii) avoid interruption with the Business.

4.2 Negotiations

You must not admit, deny, negotiate or settle any claim without the **Insurers'** written consent.

If **You** do not comply with the conditions 4.1 and 4.2 above, it may impact **Our** ability to pay a claim under this **Policy** or the amount **We** pay.

4.3 The Insurers rights

The **Insurers**:

- a) on the happening of any loss, destruction or **Damage** in respect of which a claim is made, may, without incurring any liability or diminishing any of the **Insurers** rights under this **Policy**, enter, take or keep possession of, the **Premises** where such loss destruction or **Damage** has occurred and take possession of, or require to be delivered to the **Insurer**, any **Property** Insured and deal with such **Property** for all reasonable purposes and in any reasonable manner.

No claim under this **Policy** shall be payable unless the terms of this condition have been complied with.

No **Property** may be abandoned to the **Insurers** whether taken possession of by the **Insurers** or not. **Your Property** shall remain **Yours** at all times. **Insurers** will not take ownership of, accept liability for, sell or dispose of any of **Your Property** unless **Insurers** agree with **You** in writing that **Insurers** shall do so.

- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim.