

Material Damage 'All Risks'

Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Material Damage 'All Risks' policy

This Policy is a contract between the Insured as stated in the Schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance Company Ltd (also referred to as the Insurer, we, us, our or ours).

This Policy, Schedule and any Endorsement and Certificate should be read as if they are one document.

We will insure you during any Period of Insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this Policy, the Schedule or any Endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the Schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this Policy, Schedule and any Endorsement and Certificate carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

The cover

In the event of the Property Insured described in the Schedule being accidentally lost, destroyed or damaged during the Period of Insurance the Insurer will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurer's option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurer under this Policy shall not exceed:

- a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss, destruction or damage
- b) the sum insured (or limit) remaining after deduction for any other loss, destruction or damage occurring during the same Period of Insurance, unless the Insurer shall have agreed to reinstate any such sum insured (or limit).

Definitions

1 Property Insured

a) Buildings

Buildings described in the Schedule and including:

- i) landlords' fixtures and fittings
- ii) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- iii) walls, gates and fences
- iv) 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 the Insured's responsibility
- v) yards, car-parks, roads, pavements, forecourts, all constructed of solid materials.

b) Contents

Contents therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible including:

- i) tenants' improvements, alterations and decorations
- ii) so far as they are not otherwise insured, employees', directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person
- iii) Contents of outbuildings
- iv) Contents in the open yards

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 time expended in reproducing such records
- vi) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records
- vii) vehicles licensed for road use including accessories thereon.

c) Stock

Stock and materials in trade therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible.

d) Miscellaneous

As described under the heading 'Description' in the Schedule.

2 Damage

'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured.

3 Defined Peril

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

Clauses

1 Architects', Surveyors', Legal and Consulting Engineers' Fees

- a) The insurance by each item on Buildings or Contents includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' Fees.
- b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of 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 its sum insured.

2 Automatic Reinstatement of Loss

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided always that:

- a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance shall not exceed the amount of the sum insured
- b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurer may require.

3 Capital Additions

This Policy shall subject to its terms and conditions include:

- a) any newly acquired Buildings and Contents in the United Kingdom in so far as the same are not otherwise insured and
- b) alterations, additions and improvements to Buildings and Contents

but not in respect of any appreciation in value during the current Period of Insurance at any of the Premises hereby insured provided always that:

- i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or £500,000 whichever is the lesser
- ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurer's liability
- iii) the provisions of this clause shall be fully maintained notwithstanding any specific insurance effected under ii) above.

4 Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following DAMAGE insured hereby, is cancelled by reason of its conditions wholly or to the extent of the DAMAGE, the liability of the Insurer shall be based on the contract price.

5 Contracting Purchasers

If at the time of DAMAGE the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by them or on their behalf) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

6 Customers' Goods

The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customer may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being or has been done on behalf of customers by the Insured or which may be left in the Insured's custody it is agreed that all such goods shall be held to be insured by the item(s) on the Schedule relating to Stock except in so far as they may be more specifically insured elsewhere.

7 Designation

For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured's books.

8 Excess

This Policy does not cover the Amounts of the Excess stated in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) as follows.

As stated in the schedule

in respect of:

- a) DAMAGE by:
 - i) Malicious Persons – malicious persons not acting on behalf of or in connection with any political organisation
 - ii) Storm and Flood
 - iii) Escape of Water – bursting overflowing or leakage of water tanks, apparatus or pipes
 - iv) Impact – impact by any mechanically propelled vehicle or by goods falling therefrom or animal belonging to or under the control of the Insured or any occupier of the Premises or their respective employees in the course of their employment
 - v) Theft – theft or attempted theft or robbery or attempted robbery
 - vi) Subsidence – subsidence, ground heave or landslip at each separate Premises
- b) Glass – accidental breakage of glass as insured by the Glass Extension
- c) All Other Damage – all other DAMAGE but excluding fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake or impact by any mechanically propelled vehicle not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees in the course of their employment.

9 Fire Extinguishment Expenses

The Insurer will pay the reasonable costs incurred by the Insured in:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms

all in consequence of DAMAGE insured hereby.

10 Index Linking

Where so indicated in the Schedule to this Policy the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided always that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

11 Landscaped Gardens

This Policy includes costs and expenses incurred with the consent of the Insurer in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby, but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that:

- i) the Insurer shall not be liable for the first £1,000 in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or All Other Damage
- ii) the Insurer's liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

12 Metered Water

The Insurer will pay the cost for which the Insured is responsible in respect of loss of metered water.

Provided always that:

- a) the amount payable in respect of any one Premises is limited to such excess water charges demanded by the water authority and resulting from the accidental escape of water from pipes, apparatus or tanks in consequence of DAMAGE insured hereby
- b) the Insurer's liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by this Policy, whichever is the lesser.

13 Mortgagees and Lessors

Any increase in the risk of DAMAGE resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the Insurer is notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

14 Non-Invalidation

The insurance hereby shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided always that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

15 Other Interests

Various parties may have a legal interest in part of the property insured by this Policy and the Insured undertakes to declare the names, nature and extent of any interest of any such parties at the time of the DAMAGE.

16 Removal of Debris

The insurance by all items of this Policy except those applying wholly or in part to Stock if insured, includes costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

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

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not herein excluded.

The liability of the Insurer under this clause and the Policy in respect of any item shall in no case exceed the sum insured thereby.

The Insurer will not pay for any costs or expenses:

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

17 Rent

The insurance on rent applies only if (any of) the said Building(s) or any part thereof is unfit for occupation in consequence of its loss, destruction or damage by a cause not otherwise excluded and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

18 Stock Debris Removal Costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the Stock destroyed or damaged by any cause not herein excluded.

The Insurer will not pay for any costs or expenses:

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

19 Subrogation Waiver

In the event of a claim arising under this Policy, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- b) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- c) any tenant or lessee in respect of DAMAGE to that part of the Premises in the demise of that tenant or lessee or to those parts of the Premises in which all the tenants have a common interest where the Premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

20 Temporary Removal

The property insured by this Policy (other than Stock if insured) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Provided always that:

- a) the liability of the Insurer under this clause in respect of each item of the Policy for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the sum insured by the item
- b) this clause does not apply to property in so far as it is otherwise insured.

21 Temporary Removal – Documents and Computer System Records

This Policy includes the following whilst temporarily removed to premises not in the Insured's occupation but whilst remaining within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- i) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
- ii) computer system records up to 10% of the limit of liability shown in the definition of Contents.

22 Trace and Access

In the event of DAMAGE resulting from Escape of Water or Fuel Oil if insured hereby, this insurance includes the costs necessarily and reasonably incurred with the consent of the Insurer in:

- a) locating the source of such DAMAGE
- b) the subsequent making good of damage caused as a consequence thereof

provided always that the Insurer's liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by this Policy, whichever is the lesser.

23 Unauthorised use of Electricity, Gas or Water

This Policy includes the cost of metered electricity, gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority.

Provided always that:

- i) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- ii) the Insurer's limit of liability under this clause shall not exceed £10,000 any one occurrence or 10% of the sum insured by this Section, whichever is the lesser.

24 Workmen

Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

25 Theft of Keys

Where DAMAGE by theft is not excluded in its entirety the Insurer will pay to the Insured the reasonable expenses not exceeding £500 incurred for the necessary replacement of locks following the loss of keys to the Premises or any safe or strongroom therein caused by theft from the Premises or from the private residence of the Insured or an authorised employee.

26 Damage by Theft to the Buildings of the Premises

The insurance under this Policy includes damage to the Buildings of the Premises (including damage to glass which is accepted by a Police Authority as prima facie evidence of attempted theft) falling to be borne by the Insured which directly results from theft or attempted theft (as otherwise insured hereby).

Provided always that if the Buildings of the Premises are not insured by this Policy the liability of the Insurer under this clause during any one Period of Insurance shall not exceed the sum of £25,000 or the total sum insured if less.

Supplementary Conditions

1 Condition of Average (Underinsurance)

The sum insured by each item of this Policy (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Whenever a sum insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured, the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

For the avoidance of doubt solely in respect of the application of Average to any item under this Policy clause c) iii) of General Condition 1 – Fair Presentation of the Risk will not apply.

2 Fire Break Doors and Shutters

The Insured undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

3 Fire Extinguishing Appliances

The Insured undertakes to have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with the Insurer.

Subject to the observance of the above undertaking this Policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the Insured.

4 Security Requirements

- a) Any additional protection required by the Insurer shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured shall be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended.
- b) All keys including duplicate keys relative to the security of the Premises or to any safe or strongroom containing Property Insured shall be removed from the Premises whenever they are closed for business or left unattended.

5 Unoccupied Buildings

The Insured will notify the Insurer when any Buildings become unoccupied or when an unoccupied Building or portion thereof becomes occupied and will pay a suitable additional premium if required.

The following Supplementary Conditions 6 to 9 (inclusive) are only applicable if indicated in the Schedule to be operative.

6 European Community and Public Authorities (Including Undamaged Property)

Subject to the following Special Conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community legislation, or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereinafter referred to as 'the Stipulations') in respect of:
 - i) the lost, destroyed or damaged property hereby insured
 - ii) undamaged portions thereof

excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of DAMAGE occurring prior to the inception of this Supplementary Condition
 - ii) in respect of DAMAGE not insured by the Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged

- b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

- i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the DAMAGE or within such further time as the Insurer may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this Supplementary Condition not being thereby increased.
- ii) If the liability of the Insurer under (any item of) the Policy apart from this Supplementary Condition shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this Supplementary Condition (in respect of any such item) shall be reduced in like proportion.
- iii) The total amount recoverable under any item of the Policy in respect of this Supplementary Condition shall not exceed:
 - a) in respect of the lost, destroyed or damaged property:
its sum insured
 - b) in respect of undamaged portions of property (other than foundations):
15% of the total amount for which the Insurer would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.
- iv) The total amount recoverable under any item of the Policy shall not exceed its sum insured.
- v) All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

7 Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Insurer is not increased may be carried out:
 - i) in any manner suitable to the requirements of the Insured
 - 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.

Special Conditions

- 1 The liability of the Insurer 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 destroyed.
- 2 No payment beyond the amount which would have been payable in the absence of this Supplementary Condition 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 Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 3 All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby
 - b) where claims are payable as if this Supplementary Condition had not been incorporated.

- 4 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary Condition exceeds its sum insured at the commencement of any DAMAGE, the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Special Condition 4 is not applicable to Buildings and Contents indicated in the Schedule as 'Index Linked'.

8 Intruder Alarm

It is a condition precedent to the liability of the Insurer that:

- a) any Intruder Alarm System required by the Insurer at any Premises so indicated in the Schedule shall be:
 - i) installed in accordance with the specification or system record approved by the Insurer and no alteration or variation of the System or any structural alteration to the Premises which would affect the System shall be made without the written consent of the Insurer
 - ii) inspected and maintained in accordance with the Code of Practice under Section 4.2 of BS4737:1986 under contract by an installer included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS) or otherwise approved by the Insurer
 - iii) put into full and effective operation whenever the alarmed portion of the Premises is closed for business or left unattended
- b) all keys of the Intruder Alarm System shall be removed from the Premises whenever they are closed for business or left unattended except that where part of the Premises is occupied residentially by the Insured or an employee of the Insured the said keys shall be removed from the business portion of the Premises.

Notes

- 1 The Intruder Alarm shall not be regarded as effective and immediate advice shall be given to the Insurer if:
 - a) the specification or system record provides for connection to a telephone line direct line or central station warning system and to the Insured's knowledge such line or system is not in full and effective working order or the Insured has had notice of withdrawal of the police or telephone or central station service and such service has actually been withdrawn
 - b) notice has been received from a Local Authority or Magistrate that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any subsequent or other legislation.
- 2 This Condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render the Insured unable to comply with any part the Insurer should be contacted at once to see if help can be given to obtain reinstatement of cover.
- 3 Breach of this Condition shall only be relevant to claims in respect of theft or attempted theft of property whilst contained in the Premises at which the breach of Condition has occurred.

9 Stock Declaration

The premium in respect of Stock is provisional and subject to adjustment as provided below:

- a) the Insured shall declare the value of the Stock within 30 days of either:
 - i) the last day of each calendar month (Monthly), or
 - ii) the last day of the third, sixth, ninth and twelfth calendar month following inception or renewal of the Policy (Quarterly)as indicated in the Schedule and if a declaration be not given the Insured shall be deemed to have declared the sum insured to be the value
- b) on the expiry of each Period of Insurance, the actual premium shall be calculated at the rate applicable on the total of the amounts declared divided by the number of declarations. If the actual premium be greater than the provisional premium, the Insured shall pay the difference; if it be less the difference shall be paid to the Insured, but such repayment shall not exceed one third of the first or annual premium respectively.

Glass Extension

Only applicable to the Premises as indicated in the Schedule

In the event of accidental breakage of fixed glass for which the Insured is responsible the Insurer will indemnify the Insured in respect of the cost of:

- a) replacement of such glass with glass of a similar quality or as otherwise recommended by the British Standard Code of Practice BS6262
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) damage to frames and framework of any description and the cost of removing or replacing any Stock or Contents which may have to be removed to replace the glass up to a limit of £500.

This extension does not cover:

- 1 the cost of silvering, embossing, lettering, bending or ornamenting glass in excess of £500 any one loss
- 2 breakage of cracked or scratched glass
- 3 breakage, damage or loss resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied
- 4 breakage, damage or loss caused by fire, lightning, explosion or earthquake
- 5 in respect of each and every loss at each separate Premises the Amount stated in the Schedule to be the Excess.

General exclusions

This Policy does not cover:

1 DAMAGE caused by or consisting of:

- a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- b) faulty or defective workmanship, operational error or omission on the part of the Insured or any of his employees
- c) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured

but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded

- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2 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

DAMAGE consisting of:

- c) 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
- d) 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:

- i) such DAMAGE not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage
- ii) subsequent DAMAGE which itself results from a cause not otherwise excluded

3 DAMAGE caused by or consisting of theft or attempted theft:

- a) not involving:
 - i) breaking into or out of the buildings of the Premises by forcible and violent means or
 - ii) robbery or attempted robbery committed in the Premises
- b) to that part of the buildings of the Premises not occupied by the Insured
- c) to property on or in any garden, yard, open place or open sided building nor, unless specified in the Schedule, any outbuilding
- d) by any person lawfully on the Premises
- e) of the fabric of the Buildings
- f) of money, cheques, stamps (including National Insurance stamps), bonds, credit cards or securities of any description
- g) of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books

but this shall not exclude:

- i) such DAMAGE not otherwise excluded which itself results from a Defined Peril or from any other accidental loss, destruction or damage
- ii) subsequent DAMAGE which itself results from a cause not otherwise excluded

4 loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:

- i) pollution or contamination which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination
- iii) sudden, identifiable, unintended and unexpected pollution or contamination which itself results from an occurrence other than a Defined Peril
- iv) an occurrence other than a Defined Peril which itself results from sudden, identifiable, unintended and unexpected pollution or contamination.

In respect of iii) and iv) the Insurer's total liability under this Policy and any Business Interruption & Book Debts Policy with the Insurer shall be limited to £25,000 in any one Period of Insurance

- 5 DAMAGE caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:
 - a) in respect of land insured hereby unless also affecting a Building insured hereby
 - b) caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - c) which originated prior to the inception of this cover
 - d) resulting from:
 - i) demolition, construction, structural alteration or repair of any property or
 - ii) groundwork or excavationat the same Premises
- 6 DAMAGE caused by or consisting of acts of fraud or dishonesty but this shall not exclude such DAMAGE if resulting from a cause which is not otherwise excluded
- 7 DAMAGE caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- 8 destruction of or damage to a Building or structure caused by its own collapse or cracking unless resulting from a Defined Peril in so far as it is not otherwise excluded
- 9 DAMAGE in respect of:
 - a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
 - b) property in transit other than whilst at the Premises
- 10 DAMAGE:
 - a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- 11 DAMAGE caused by:
 - a) freezing
 - b) escape of water from any tank, apparatus or pipe
 - c) (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisationin respect of any Building which is empty or not in use for more than 30 consecutive days
- 12 DAMAGE in respect of:
 - a) money, cheques, stamps (including National Insurance stamps), bonds, credit cards or securities of any description
 - b) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
 - c) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erectionother than such DAMAGE caused by:
 - i) a Defined Peril
 - ii) theft or attempted theft involving breaking into or out of the buildings of the Premises by forcible and violent means
 - iii) robbery or attempted robbery committed in the Premisesin so far as it is not otherwise excluded

- 13 unless specifically mentioned as insured by this Policy:
- i) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, water craft or aircraft
 - ii) piers, jetties, bridges, culverts or excavations
 - iii) livestock, growing crops or trees
- 14 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
- 15 any property more specifically insured by or on behalf of the Insured
- 16 any loss or destruction of or damage to land other than for an amount of any loss of less than of £25,000 in any one Period of Insurance in respect of land to a depth of up to one metre, the Insured's own or for which they are responsible, within the perimeter of the Premises provided always that such loss is not otherwise excluded.
- Subject always to the Insurer's total liability in respect of such loss, destruction or damage under this Policy and any Business Interruption & Book Debts Policy with the Insurer being limited to £25,000 any one Period of Insurance
- 17 consequential loss of any kind or description not specifically provided for under this Policy
- 18 DAMAGE occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- 19 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
- 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, Nuclear Reactor or other explosive 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 but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- For the purposes of this Exclusion the following special meanings shall apply:
- 'Nuclear Installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:
- a) the production or use of atomic energy
 - b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
 - c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.
- 'Nuclear Reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
- 20 DAMAGE in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion and (except in respect of DAMAGE by Fire or Explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
- 21 loss, destruction or damage, consequential loss, additional expenditure or extra expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - b) any Data Processing System responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates whether such Data Processing System is the property of the Insured or not

but this shall not exclude subsequent loss, destruction or damage or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy

For the purposes of this Exclusion the following special meanings shall apply:

‘Data Processing System’ shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

‘DEFINED PERIL’ in capital letters shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank, apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

22 DAMAGE occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where the Insurer alleges that by reason of this Exclusion cover is not provided under this Policy the burden of proving that such DAMAGE is covered shall be upon the Insured.

For the purposes of this Exclusion the following special meaning shall apply:

‘Terrorism’ shall mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

23 DAMAGE caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack to any computer or other equipment or component or system or item which processes, stores, transmits retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not

but this will not exclude DAMAGE which results from a Defined Peril including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

For the purposes of this Exclusion the following special meanings shall apply:

‘Denial of Service Attack’ shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

‘Hacking’ shall mean unauthorised access to any computer or other equipment or component or system or item which process, stores, transmits, retrieves or receives data.

‘Virus or Similar Mechanism’ shall mean program code, programming instruction or any set of instruction intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

24 any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of a Communicable Disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this Exclusion the following special meaning shall apply:

‘Communicable Disease’ shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

General conditions

1 Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:
 - i) disclose to the Insurer all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition the Insurer may:
 - i) avoid this Policy which means that the Insurer will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless in which case the Insurer will not return the premium paid by the Insured; and
 - ii) recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred.
- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what the Insurer would have done if the Insurer had known about the facts which the Insured failed to disclose or misrepresented:
 - i) if the Insurer would not have provided the Insured with any cover the Insurer will have the option to:
 - 1) avoid the Policy which means that the Insurer will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred
 - ii) if the Insurer would have applied different terms to the cover the Insurer will have the option to treat this Policy as if those different terms apply. The Insurer may recover any payments made by the Insurer on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.

2 Alteration

The Insured must notify the Insurer as soon as possible during the Period of Insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurer or stated as material facts by the Insurer to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Insurer then the Insurer is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 1 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

This Policy will come to an end immediately if the Insured's organisation ceases to exist or if the Insured dies where the Insured is an individual except that the Insured's executors or personal administrators will be entitled to benefit from any cover until the Insured's estate has been administered.

3 Reasonable Precautions

The Insured shall take all reasonable precautions to prevent DAMAGE.

4 Cancellation

The Insurer may cancel this Policy by giving 14 days notice in writing by special delivery mail to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance.

5 Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this Policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and this Policy will be cancelled immediately.

6 Contractual Right of Renewal (Tacit)

If the Insured pays the premium to the Insurer using the Insurer's Direct Debit instalment scheme the Insurer will have the right (which the Insurer may choose not to exercise) to renew this Policy each year and continue to collect premiums using this method. The Insurer may vary the terms of this Policy (including the premium) at renewal. If the Insured decides that they do not want the Insurer to renew this Policy provided the Insured tells the Insurer (or the Insured's broker or insurance intermediary) before the next renewal date the Insurer will not renew it.

7 Sanctions

Notwithstanding any other terms of this Policy the Insurer will be deemed not to provide cover nor will the Insurer make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

Claims conditions

1 Action by the Insured

- a) In the event of DAMAGE the Insured shall:
 - i) notify the Insurer immediately
 - ii) notify the Police Authority immediately it becomes evident that any DAMAGE has been caused by malicious persons or theft or attempted theft
 - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further DAMAGE
 - iv) deliver to the Insurer at the Insured's expense:
 - a) full information in writing of the property lost, destroyed or damaged and of the amount of DAMAGE
 - b) details of any other insurances on any property hereby insured within thirty days after such DAMAGE (7 days in the case of DAMAGE caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow
 - c) all such proofs and information relating to the claim as may reasonably be required
 - d) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- b) No claim under this Policy shall be payable unless the terms of this condition have been complied with.

2 Fraudulent Claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this Policy

the Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that the Insurer will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

3 Reinstatement

If any property is to be reinstated or replaced by the Insurer the Insured shall at his own expense provide all such plans documents books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured.

4 Insurer's Rights

On the happening of DAMAGE in respect of which a claim is made the Insurer and any person authorised by the Insurer may without thereby incurring any liability or diminishing any of the Insurer's rights under this Policy, enter take or keep possession of the Premises where such DAMAGE has occurred and take possession of or require to be delivered to the Insurer any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this Policy shall be payable unless the terms of this condition have been complied with.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

5 Contribution and Average

If at the time of any DAMAGE there is any other insurance effected by or on behalf of the Insured covering any of the property lost, destroyed or damaged the liability of the Insurer hereunder shall be limited to its rateable proportion of such DAMAGE.

If any such other insurance shall be subject to any average (underinsurance) condition this Policy if not already subject to any such condition of average shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability of the Insurer under this Policy shall be limited to that proportion of the DAMAGE which the sum insured under this Policy bears to the value of the property.

6 Subrogation

Any claimant under this Policy shall at the request and expense of the Insurer take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer.

7 Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurer in accordance with the law at the time. The Insured may not take any legal action against the Insurer over the dispute before the arbitrator has reached a decision.

Zurich Insurance Company Ltd

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