

ALL RISKS CONTRACT  
WORKS



**BaptistInsurance**

For Peace of Mind

# Policy Document



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# Introduction

## Policy information

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

The Baptist Insurance Company plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.baptist-insurance.co.uk/general/privacy-policy](http://www.baptist-insurance.co.uk/general/privacy-policy) or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email [compliance@baptist-ins.com](mailto:compliance@baptist-ins.com).

# Claims enquiries

Please call

**0345 070 2223**

For new claims the service is available 24 hours a day, 7 days a week.

For enquiries about existing claims, the service is available from Monday to Friday 8am to 6pm.

## Definitions

Each time any of the following words or phrases appear in this document in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

***Company/we/our/us***

means The Baptist Insurance Company PLC

***Condition precedent to liability***

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

***Contract***

means the contract set out in the schedule to this policy

***Contract works***

means the permanent works and the temporary works executed in performance of the ***contract***

***Damage***

means physical loss destruction or damage

***Defined peril***

means 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 bursting or overflowing of water tanks apparatus or pipes escape of oil or impact by any road vehicle or animal

***Excess***

means the first amount of each and every loss set out in the schedule to this policy relevant to that loss

***Free issue materials***

means materials or goods delivered to placed on or adjacent to the ***contract works*** and intended for incorporation within the ***contract works*** which the Employer supplies at the Employer's own cost provided that the purchase value of such materials or goods is shown in the schedule

***Hot works***

means operations undertaken as part of the ***contract works*** that require the use of open flames grinding cutting or welding equipment the local application of heat or equipment that generates sparks

***Insured/you/your***

means the Insured shown in the schedule

***Item(s) insured***

means as set out in the schedule

### **Site materials**

means all unfixed materials or goods delivered to placed on or adjacent to the **contract works** and intended for incorporation within the **contract works** other than **free issue materials**

### **Territorial limits**

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

## Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy) occurring or arising in connection with **your** usual activities during the period of insurance or any subsequent period for which **we** agree to accept a premium

## Exclusions

**We** shall not be liable for

- 1 the **excess**
- 2 **damage** to **items insured** which are in a defective condition due to a defect in design plan specification materials or workmanship of such items or any part thereof
- 3 the costs necessary to replace repair or rectify **items insured** excluded by 2 above
- 4 **damage** for which **you** are relieved of responsibility under the conditions of any contractual agreement
- 5 **damage** caused by pollution or contamination but this shall not exclude **damage** to the **items 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
- 6 **damage** to
  - (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
  - (b) any craft designed to travel in on or through water air or space
  - (c) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with any road traffic legislation
  - (d) any property (including that being altered or repaired) existing at the time of the commencement of the **contract** other than **site materials** or **free issue materials**
  - (e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to **you** or which has been completed and handed over or taken into use with **your** permission for a purpose other than for the performance of the **contract**
- 7 **damage** occasioned by confiscation or destruction or requisition by order of the government or any public authority
- 8 the cost of
  - (a) repairing replacing or rectifying property which is defective by reason of obsolescence or wear and tear rust mildew or other gradual deterioration
  - (b) normal upkeep or normal making good
- 9 penalties under contract for delay or non-completion or consequential loss of any nature whatsoever except as otherwise specifically provided by this policy

- 10 loss of property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event
- 11 loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 12 loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiation 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 Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
  - (e) any chemical biological bio-chemical or electromagnetic weapon
 However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon
- 13 Definitions specific to this exclusion

**Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**Failure of a system**

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

**Microchip(s)**

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

**System(s)**

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

**Virus**

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

**damage to**

- (a) **data** which shall include but shall not be limited to
  - (i) **damage** to or corruption of **data** whether in whole or in part
  - (ii) unauthorised appropriation of use of access to or modification of **data**
  - (iii) unauthorised transmission of **data** to any third parties
  - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
  - (v) **damage** arising out of any operator error in respect of **data**

- (b) any items insured arising directly or indirectly from
  - (i) the transmission or impact of any **virus**
  - (ii) unauthorised access to a **system**
  - (iii) interruption of or interference with electronic means of communication used in the conduct of **your** business including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) **failure of a system**
  - (v) anything described in (a) abovebut in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

14 Definitions specific to this exclusion

**Act of terrorism**

**In respect of**

**(a) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

means 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) all other instances**

means an act including but not limited to 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

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of 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

This insurance also excludes 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 any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

This exclusion does not apply to the Terrorism section

# Conditions

## 1 Policy voidable

**You** must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium

The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made

- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made

**We** may apply these additional terms to **your** policy with effect from inception

## 2 If the **contract works** cease before completion date with no prospect of re-continuing within a subsequent period of 28 days **you** must advise **us** as soon as is reasonably possible

In such circumstances **we** may cancel the policy from the date that the **contract works** ceased or impose special terms or charge an additional premium

## 3 It is a **condition precedent to liability** that **you** shall ensure that all plant and equipment requiring inspection under any Statute or Order is so inspected

## 4 **You** shall give to **us** and every person authorised by **us** access to the property insured and contract site at all reasonable times

## 5 When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) tell **us** as soon as **you** become aware
- (b) take all practicable steps to recover property lost and otherwise minimise the claim
- (c) tell the police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes locked-out workers or labour disturbances
- (d) within 30 days give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy  
No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by **us** shall be repaid to **us**

## 6 **Our** rights

**We** may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages

**We** will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy

**We** will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

## 7 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

**We** shall not pay out in respect of any one of the **items insured** more than the sum insured

- 8 If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option
- (a) repudiate the claim
  - (b) recover any payments already made by **us** in respect of the claim
  - (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date
- If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address
- 9 Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by
- (a) an agreed arbitrator or if an arbitrator cannot be agreed
  - (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven day's written notice to the other party
- You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision
- 10 If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of the period of insurance supply to **us** such information as **we** may require
- The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium
- 11 If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage we** shall not be liable for more than **our** rateable proportion
- If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner
- 12 **Our** right to cancel the policy
- We** may cancel the policy by sending seven days' notice commencing from the date of posting by special delivery to **you** (the employer and the contractor named in the schedule) at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover
- Your** right to cancel the policy
- If this policy becomes unnecessary because the contract does not start as planned **you** may cancel this policy and **we** shall refund to **you** the premium **you** have paid
- 13 When **hot works** occur the contractor named as joint insured (and/or any subcontractor) shall ensure that the following measures are implemented
- (a) For operations that involve open flames grinding cutting or welding or that require a local application of heat or for operations that generate sparks
    - (i) the immediate location of the **hot works** (which includes adjacent locations which may be affected by heat transfer) is first cleared of loose combustible materials and any fixed combustible material is protected with non-combustible heat insulating blankets or other similar equipment
    - (ii) a suitable number of appropriate fire extinguishers are kept available adjacent to the location of the **hot works** for immediate use
    - (iii) equipment that produce open flames are lit for as short a time as possible before use and extinguished immediately after use
    - (iv) equipment that is producing an open flame is never left unattended
    - (v) blow lamps are filled externally only in the open air
    - (vi) a hot works permit to work must be issued relating only to the specific task and location involved prior to work commencing
    - (vii) This must incorporate both a post-work inspection of the area involved (and all adjacent areas to which sparks or heat might have spread) at 60 minutes after the completion of the work and a final permit sign off by the original permit issuer

And

- (b) For operations that use vessels for the heating of tar bitumen or bituminous compounds or similar
  - (i) vessels are only used in the open and are continuously attended whilst heating is taking place
  - (ii) vessels sited on roofs or combustible floors must have a sheet of non-combustible heat insulating material in position beneath the burner which is sufficient to prevent heat transfer
  - (iii) a minimum of two appropriate fire extinguishers are kept available adjacent to the location of the **hot works** for immediate use
  - (iv) any gas cylinders must be at least three metres from the burner and the supply cylinder must be secured in a vertical position and connected by a flexible armoured hose
  - (v) a **hot works** permit to work must be issued relating only to the specific task and location involved prior to work commencing and incorporate both a post-work inspection of the area involved (and all adjacent areas to which sparks or heat might have spread) at 60 minutes after the completion of the work and a final permit
  - (vi) sign-off by the original permit issuer

No indemnity will be provided to the contractor named as joint insured if there is a breach of this condition

- 14 **We** shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

If any such sanction prohibition or restriction takes effect during the period of insurance **you or we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

- 15 **You** shall not assign any of the rights or benefits under this policy without **our** prior written consent **We** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy

- 16 This policy shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

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

# Section 1 Cover

**We** will indemnify **you** (by payment up to the value of the **item insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **item(s) insured** by any cause whatsoever which is not specified in the exclusions and happening during the period of insurance  
Provided that

- 1 such property belongs to **you** or is **your** responsibility
- 2 **our** liability shall not exceed
  - (a) the sum insured applicable to each item
  - (b) the sum insured where more than one item is included but no individual sums insured are shown

## Extensions

The insurance cover provided by this section is extended to include the following (subject to the **excess**)  
Unless specifically stated otherwise these extensions do not increase **our** liability as stated under 'Cover' in this section

### 1 Automatic reinstatement following a claim

The sums insured will not be reduced by the amount of any claim

In consideration of this extension **you** shall pay a proportionate additional premium for the amount of each claim from the date of the incident to the date of the expiry of the period of insurance

### 2 Professional fees

**We** will indemnify **you** for professional fees architects' surveyors' and consulting engineers' fees necessarily incurred in the repair reinstatement or replacement of any property insured by this policy consequent upon **damage** (but not for preparing any claim)

### 3 Debris removal

**We** will indemnify **you** for costs and expenses necessarily incurred by **you** with **our** consent in respect of

- (a) debris removal and disposal
- (b) dismantling and/or demolition
- (c) shoring up or propping
- (d) cleaning and/or repairing drains and service mains on site  
of the portion or portions of any property insured by this section which is subject to **damage** **We** 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 area immediately adjacent to such site
  - (ii) arising from pollution or contamination of property not insured by this section

### 4 European Union and Public Authorities (including undamaged portions)

**We** will indemnify **you** for such additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

- (1) European Union legislation or
- (2) 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')

Excluding

- (a) the cost incurred in complying with the Stipulations
  - (i) in respect of **damage** occurring prior to the granting of this extension (ii) in respect of **damage** excluded or otherwise not insured by this section (iii) under which notice has been served upon **you** prior to the happening of the **damage**
  - (iii) for which there is an existing requirement which has to be implemented within a given period
- (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 of the property by reason of compliance with the Stipulations

### **Special conditions applicable to this extension**

- 1** 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 **we** may allow (during the said 12 months) subject to **our** liability under this extension not being increased
- 2** If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3** The total amount recoverable under any item of the policy shall not exceed its sum insured
- 4** All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

### **5 Other interests**

The interest in any property insured by this section of any party entering into an agreement with **you** (or **your** principal) is noted in this insurance if and only to the extent that the agreement entered into with **you** (or **your** principal) requires such interest to be noted and is in respect of that part of the property insured to which the agreement relates

### **6 Offsite storage (applicable to Item 1 only)**

The insurance under this item in respect of materials or goods designated for incorporation in the **contract works** is extended to apply whilst such materials or goods are temporarily held in store away from the site of the **contract** but not whilst such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the works

**Our** liability under this extension shall be limited to 15% of the sum insured by item 1 or £25,000 (whichever is the less) at any one location

### **7 Automatic increase**

The cover provided by this extension increases the sums insured that apply but only to the extent stated

If at any time during the period of insurance either the value of the contract insured or the reinstatement value of any completed permanent works shall exceed the sum insured by item 1 **our** liability shall be deemed to be increased proportionately to a figure not exceeding in all 115% of the sum insured by item 1

### **8 Extension period**

If the final completion date of the **contract** shall occur at a date beyond the last day of the period of insurance shown in the schedule the insurance hereby shall be extended to expire on such final completion date

Provided always that

- (a) the extension of the insurance shall not exceed 31 days
- (b) the premium based upon the original period of insurance shall be adjusted (if required) and a further payment of premium shall be made calculated at terms to be agreed
- (c) such extension is not consequent upon any **damage** insured by this section
- (d) this extension shall not apply in respect of any Act of Terrorism cover subject otherwise to the terms conditions and exclusions of this policy

## 9 Temporary repairs and expediting expenses

The cover provided by this extension increases the sums insured that apply but only to the extent stated

**We** will indemnify **you** for costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair reinstatement or replacement of the **items insured** as a result of **damage** for which **we** have admitted liability

**Our** liability under this extension is in addition to the sum insured as set out in the schedule and shall not exceed 20% of the cost of repair reinstatement or replacement had these expediting expenses not been incurred or £50,000 in total whichever is the lower

## 10 Loss avoidance measures

- (a) such **damage** would reasonably have been expected to manifest itself if such exceptional measures were not implemented
- (b) **we** are satisfied that the **damage** has been avoided or mitigated by means of the exceptional measures taken
- (c) the maximum amount payable is limited to the cost of the **damage** which would have otherwise occurred had the exceptional measures not been implemented
- (d) the terms of this policy apply as if **damage** had occurred
- (e) the cause of the **damage** does not emanate from a defect in the **items insured**

## Section 2 Terrorism

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### ***Act of terrorism***

means 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

### ***Business interruption***

means loss arising from interruption or interference with the ***contract*** as a result of damage to or destruction of ***property insured*** used for the purposes of the ***contract***

### ***Computer systems***

means a computer or other equipment or component or system or item which processes stores transmits or receives ***data***

### ***Losses***

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of ***property insured*** in the ***territorial limits*** the proximate cause of which is an ***act of terrorism***

### ***Data***

means data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

### ***Denial of service attack***

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or ***computer systems***

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other ***computer systems***

### ***Event***

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same ***act of terrorism***

The date and time that any such period of 72 hours shall commence shall be set by ***us***

### ***Hacking***

means unauthorised access to any ***computer system*** whether ***your*** property or not

### ***Nuclear installation***

means 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 designed or adapted for

- (1) the production or use of atomic energy
- (2) 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 radiations

- (3) 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 course of the production or use of nuclear fuel

**Nuclear reactor**

means 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

**Phishing**

means any access or attempted access to **data** made by means of misrepresentation or deception

**Property**

means all property whatsoever but excluding

- (1) any property which is occupied as a private residence and which is
- (a) a private dwelling house or
  - (b) a self-contained unit insured as part of a block of units i.e. a block of flats unless such property
    - (i) is not insured in the name of a private individual
    - (ii) is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
    - (iii) is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such land or building
- (2) property including fine art collections which are the subject of
- (a) a trust of any kind or
  - (b) an executorship of a will
- and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
- (3) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

**Property insured**

means **property** which is insured under other sections of this policy

**Sole trader**

means

- (1) a self-employed individual registered as a sole trader with HM Revenue & Customs or
- (2) a private individual or individuals operating as a landlord and taxed as a business or
- (3) a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**

**Territorial limits**

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

**Virus or similar mechanism**

means program code programming instruction or any set of instructions intentionally constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **computer systems data** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

## Cover

**We** will pay **you** for

- (1) damage to or the destruction of **property**
- (2) **business interruption** or book debts
- (3) loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property**
- (4) as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**

Provided always that the insurance by this section is

- (1) not subject to
  - (a) any of the General exclusions of this policy
  - (b) any long term agreement or undertaking which may otherwise apply
  - (c) any terms in this policy which provide for adjustments of premium
- (2) subject
  - (a) otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
  - (b) to a maximum period of insurance of 12 months from the inception or renewal date of this policy  
Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
    - (i) no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
    - (ii) the renewal premium due in respect of this section has been received by **us**

## Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **we** will pay for any one **event** is the lesser of

- (1) the total sum insured or
- (2) for each item its individual sum insured or
- (3) any other limit of liability

as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

## Exclusions

**We** will not be liable for any losses whatsoever

- (1) occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (2) arising under
  - (a) marine aviation and transit policies
  - (b) motor insurance policies
  - (c) bankers blanket bond
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any **computer system** or
  - (b) any alteration modification distortion erasure corruption of **data**  
whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**

## Extension for act of terrorism triggered by remote digital interference

### Definitions specific to this extension

#### **Property/Property insured**

means as defined in this section but also excludes for the purposes of this extension

- (a) any money section currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
- (b) any **data**

#### **Specific events**

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion 3. will not apply to **losses** provided that such **losses**

- (1) result directly (or solely as regards 3. c. below indirectly) from **specific events** and
- (2) are not proximately caused by an **act of terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
- (3) comprises
  - (a) the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
  - (b) the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected or
  - (c) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub- paragraph 1. above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs 1. and 3. above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **data** be recoverable under this policy

### Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon **us** to prove or establish all the matters referred to in sub-paragraph 2. of the Extension for act of terrorism triggered by remote digital interference

# General information

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

### For all complaints

**Baptist Insurance Company PLC**  
Benefact House,  
2000 Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 070 2223

Fax: 0345 604 4486

Email: [enquiries@baptist-ins.com](mailto:enquiries@baptist-ins.com)

## Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

If this is not possible:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

**The Financial Ombudsman Service**  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure does not affect your right to take legal proceedings.

## The Financial Services Compensation Scheme

The FSCS is the independent body, set up by the Government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at

**[www.fscs.org.uk](http://www.fscs.org.uk)**

or write to:

**Financial Services Compensation Scheme 10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU**

**Tel: 0207 741 4100 or 0800 678 1100**

**Fax: 0207 741 4101**

**Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)**

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

# Notes

# Notes

# Notes

This contract is underwritten by:  
**The Baptist Insurance Company PLC.**

Our FCA register number is 202032.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on**

**0800 111 6768**

**Telephone:** 0345 070 2223  
**Email:** [enquiries@baptist-ins.com](mailto:enquiries@baptist-ins.com)  
**Website:** [www.baptist-insurance.co.uk](http://www.baptist-insurance.co.uk)  
**Address:** The Baptist Insurance Company PLC,  
Benefact House,  
2000 Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

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