

Combined property

Policy summary

Policy wording ref: 21874 WD-PROF-UK-COMBPY(1)

Section 1, Property – buildings

Key benefits: what risks are you protected against?

Cover under this section only applies if your schedule shows that it is covered. Please read your schedule to see whether you are covered for losses under this section.

Buildings insurance protects you when your buildings are accidentally damaged. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will pay the cost of rebuilding or repair following:

- storm, flood or escape of water;
- fire;
- accidental damage;
- subsidence, landslip or heave.

In addition we will pay:

- the costs incurred to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water;
- the cost of clearing building debris from the site as a result of insured damage.

Significant or unusual exclusions and limitations

You must ensure that your fire alarms, security systems and physical protections notified to us are in full operation whenever the premises is left unattended. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.

If you use any deep fat frying apparatus at the insured premises, you must ensure that all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days and all extraction ducts are cleaned at least once every six months. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

You must ensure that an electrical installation condition survey is carried out at least every five years and all defects are remedied. A written record of the survey and the remedial work undertaken must be retained for at least five years from the date of the survey.

Where the insured premises has an open fire, wood burner, pellet stove or biomass boiler or heater, you must ensure that all chimneys and flues are professionally cleaned at least annually and retain a written record.

We will not pay for losses caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- settlement or bedding down of new structures;
- subsidence to outbuildings, annexes, walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs, unless any of the main buildings are physically damaged at the same time and by the same cause;
- storm or flood damage to greenhouses, sheds, gazebos, pergolas, arbours, hedges, gates or fences, unless any of the main buildings are physically damaged at the same time and by the same cause;
- pollution or contamination, unless caused by accidental discharge of oil or water from a storage tank, appliance or associated pipework at the insured premises which is not due to electrical or mechanical breakdown. We will also not pay for clean up or decontamination costs, other than as provided under What is covered: Additional cover, Discharge of oil;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks, communicable disease or any fear or threat of such an incident;
- any computer or digital technology error;
- your parting with the title or possession of property or rights to property prior to receiving payment;
- building work where the estimated cost of such work is more than £75,000, unless you tell us at least 30 days before the work starts and comply with any additional requirements we impose.

We will not make payment for:

- the reconstitution of data or for any lost or distorted records or data;
- damage to or any loss arising in respect of any item of computer or digital technology which is directly caused by:
 - a cyber attack or hacker; or
 - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack or hacker.

However, we will pay for any other damage or loss which is caused by the cyber attack or hacker and which is insured under this section.

Section 2, Property – contents, computers and money

Key benefits: what risks are you protected against?

This insurance protects you when the contents of your insured premises or any computers or technical equipment anywhere in the world are lost, damaged or stolen. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the schedule.

We will pay to repair or replace items following loss or damage:

- caused by storm, flood or escape of water;
- caused by fire;
- caused by accidental damage;
- caused by theft.

In addition, we will pay for loss or damage to:

- fixed glass in windows, doors, shelves and mirrors, including the costs of temporary boarding-up;
- the personal effects of your employees or visitors to your premises, including theft of employees' cycles;
- outdoor furniture, heaters, ornaments and other similar items that are normally left outdoors;
- spoiled refrigerated stock, provided that the refrigeration unit is less than five years old and is maintained by a qualified refrigeration engineer.

We will also pay:

- the costs of reconstituting documents and electronic data which have been lost or destroyed, provided a back-up is made at least once a week;
- your direct financial loss from dishonesty which you discover during the period of insurance, provided:
 - it was committed by a person under a contract of service with you;
 - it was committed while your contents were insured with us; and
 - you notify us of your discovery within ten working days.
- continuing hire charges while an item is being repaired or replaced;
- at our option:
 - the necessary modifications to any replacement computers; or
 - the conversion of the existing software into a format that is compatible with any replacement computers and the cost of replacing incompatible data-carrying media,following insured damage to computers which results in existing software being incompatible with the replacement computers;
- the costs you incur in completing a production or photographic shoot following damage to media artwork or, if the shoot is abandoned, the expenditure incurred in the production or photographic shoot up to the date of the damage;
- compensation up to the amounts shown in the policy schedule if any of your partners, directors, trustees, employees or volunteers, aged between 16 and 70, is killed or permanently disabled in a robbery.

Significant or unusual exclusions and limitations

You must:

- ensure that your fire alarms, security systems and physical protections notified to us are in full operation whenever the premises is left unattended. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage;
- tell us immediately if the premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the premises are unoccupied;
- tell us if you are intending to have any building works carried out at the insured premises where the estimated cost is more than £75,000 at least 30 days before the work commences;
- when hiring in any items, complete and record an inventory check and inspect all items for damage prior to acceptance. You must only return items to a person authorised to accept their return within the hire company. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.



You must:

- take all reasonable steps to make back-up copies of media artwork at least every two working days and keep the copies away from each backed up device;
- retain all duplicated works, prints or offshoots until the production or photographic shoot has been completed;
- make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process media artwork on receipt and advise you immediately if any damage to the media artwork is discovered;
- examine the processed media artwork from the laboratory on receipt and, if damage is discovered, take immediate steps to avoid a recurrence; and
- take a copy of the media artwork prior to commencement of transfer to any other format.

If you do not, we will reduce any payment under Additional cover, Re-shoot or re-compilation costs by an amount equal to the detriment we have suffered as a result of your failure to comply with these obligations.

If your amount insured for money in transit exceeds £2,000, you must comply with the following conditions:

- amounts between £2,000 and £6,000 must be carried by at least two able bodied adults;
- amounts between £6,000 and £10,000 must be carried by at least three able bodied adults;
- amounts in excess of £10,000 must be carried by a Security Industry Authority approved cash and valuables in transit company.

If you do not, we will not make any payment unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

We will not pay for losses caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- theft of any unattended property, unless involving violent or forcible entry into or exit from:
 - a securely locked room or building; or
 - the storage compartment or boot of a locked vehicle or trailer and such property is completely hidden;
- distortion or loss of data or records, other than where covered under Additional cover, Reconstitution of electronic data or Re-shoot or re-compilation costs;
- fraud or dishonesty, other than the direct physical theft of property or where covered under Additional cover, Crime.
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease or any fear or threat of such an incident;
- any computer or digital technology error;
- your parting with the title or possession of property or rights to property prior to receiving payment.

We will not pay for loss or damage to:

- money caused by any social engineering communication, fraud or dishonesty, other than direct physical theft of money;
- any electronic, online or cryptocurrency, including Bitcoin.

We will not pay for loss of or damage to any:

- building, marine rig or platform, watercraft, hovercraft, aircraft, drone or other aerial device;
- vehicle, plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- item while:
 - in transit by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - stowed in the hold of any aircraft or watercraft, whether in transit or otherwise;
 - in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
- item of computer or digital technology which is directly caused by:
 - a cyber attack or hacker; or
 - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack or hacker.

However, we will pay for any other damage or loss which is caused by the cyber attack or hacker and which is insured under this section.

Section 3, Property – equipment breakdown

Key benefits: what risks are you protected against?

Equipment breakdown insurance protects you when your business equipment at the insured premises suffers electrical or mechanical breakdown. We will pay you for equipment breakdown occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will pay for:

- electrical or mechanical breakdown of your equipment, including computers, at the premises;
- electrical or mechanical breakdown of your computers anywhere in the UK;



- the costs of reconstituting your electronic records and data as a result of electrical or mechanical breakdown of equipment or computers, provided a back-up is made at least once a week;
- failure of oil and water storage tanks at the premises, including connected pipework.

Significant or unusual exclusions and limitations

You must take reasonable steps to comply with relevant legislation and manufacturers' instructions for your insured equipment, computers, oil tanks and water tanks.

We will not pay for any:

- vehicle, other than aircraft, floating vessels or fork-lift trucks;
- equipment manufactured by you for sale;
- loss or damage recoverable under any maintenance agreement, warranty or guarantee or which would be recoverable but for a breach of your obligations.
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease, including any fear or threat of such an incident;
- loss or damage arising from any cyber attack, hacker, social engineering communication or failure of electronic equipment to recognise, process or store any data.

Please read the policy for details of terms in full.

Combined property Policy wording

Section 1

Property – buildings

You may not be covered for this section of the **policy**. Cover under this section only applies if **your** schedule shows that this section is covered. Please read **your** schedule to see whether **you** are covered for losses under this section.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified under this section in the schedule.

Additional cover

The following are also provided up to the amount stated in the schedule:

Trace and access

1. **we** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the **damage**, leakage or escape first occurs at the **insured premises** during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leakage or escape.

Emergency services

2. **we** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following insured **damage** occurring during the **period of insurance** to insured **buildings**.

Loss prevention costs

3. **we** will pay for necessary and reasonable costs that **you** incur to protect the **buildings** from imminent insured **damage** occurring during the **period of insurance**.

Additions to buildings

4. **we** will pay for **damage** occurring during the **period of insurance** to any additions or improvements to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

We may then change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements, **we** will tell **you** the timeframes within which **you** must carry them out.

Inadvertent omissions

5. having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all **property** is accounted for, if any such **property** is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such **property**.

We may then change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements, **we** will tell **you** the timeframes within which **you** must carry them out.

Selling the buildings

6. if **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Trees, shrubs and plants

7. **we** will pay for **damage** occurring during the **period of insurance** to trees, shrubs or plants at the **insured premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion.

Discharge of oil

8. **we** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to clean and decontaminate the land at the **insured premises** following accidental discharge of oil from any oil fired heating appliance or storage tank located

at the **insured premises**, including connected pipework, occurring during the **period of insurance**.

Solar panels

9. **we** will pay for:
- a. the loss of the feed-in tariff and export tariff **you** would have received; and
 - b. the increase in **your** electricity bill;

as a direct result of **damage** to any solar panels covered under this section. **We** will pay for the period beginning on the date of the **damage** until the solar panels are repaired or replaced but for no longer than six months.

Removal of debris

10. **we** will pay the necessary and reasonable costs and expenses **you** incur for clearance of the debris of **buildings** from the **insured premises** or the area immediately adjacent following **damage** covered under this section.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than to the main **building** resulting from **subsidence**;
 - f. **subsidence** to:
 - i. outbuildings, annexes, walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs unless any of the main buildings are physically damaged at the same time and by the same cause;
 - ii. solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork or stoppage of such work at or on the **insured premises**;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
 - j. **storm** or **flood** to any greenhouse, shed, gazebo, pergola, arbour, hedge, gate or fence, unless any of the main buildings are physically damaged at the same time and by the same cause.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6.
 - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises**, other than where resulting from **failure**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination. This does not apply to the cover under **What is covered, Discharge of oil**.
7. the amount of the **excess**.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **terrorism**;
- b. civil commotion in Northern Ireland;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**; or
- g. any fear or threat of 8.a. to 8.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.g. above.

If there is any dispute between **you** and **us** over the application of 8.a or 8.b above, it will be for **you** to show that the clause does not apply.

9. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

10. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
11. **reconstitution of data** or the value to **you** of any lost or distorted records or data.
12. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

How much we will pay

Rebuilding and repair	<p>We will pay up to the amount insured unless amended below or in the schedule, but we will not pay more than the amount insured in total for the cost of rebuilding or repair and other costs combined.</p> <p>We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than their condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay. However, you may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.</p>
Other costs	<p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none"> a. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings; b. the cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time; c. the fees of architects, surveyors or consulting engineers; d. the cost of clearing, cleaning and repairing drains, gutters, sewers and the like on the insured premises which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Under insurance	<p>If, at the time of damage, we establish that:</p> <ol style="list-style-type: none"> 1. the amount insured; or 2. the declared amount, where you have selected a first loss limit which is stated on the schedule;

does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Index linking

If **you** decide to renew this policy with **us**, **we** will automatically adjust the **amount insured** or **declared amount**, as appropriate, for **buildings** for the subsequent **period of insurance** in line with any change in nationally publicised indices. **You** should advise **us** if **you** do not want **us** to increase the **amount insured** or **declared amount** in this manner. However, **we** will not reduce the **amount insured** or **declared amount** without **your** consent.

Noting of interests

We note the interests of any mortgagees in relation to this **policy**, including but not limited to any mortgagees shown in the schedule. If **you** breach any of the terms of this **policy** without **your** mortgagees' authority or knowledge, that will not affect the mortgagees' interest.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas of the **buildings**, will be left unoccupied or will not be used for more than 30 consecutive days.

We may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Deep fat frying	<p>In respect of any deep fat frying apparatus at the insured premises, you must ensure that:</p> <ol style="list-style-type: none">1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and2. all extraction ducts are cleaned at least once every six months. <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Electrical installation	<p>You must ensure that an electrical installation condition survey is carried out at the insured premises at least once every five years by a registered electrical safety engineer and all defects are remedied in accordance with the electrical installation condition report. You must retain a written record of the survey and all subsequent remedial work for a period of at least five years from the date of the survey.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Protections	<p>You must ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the insured premises is left unattended, unless you have already advised us that a system is not working properly.</p> <p>You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Open fires and wood burners	<p>In respect of any open fires, wood burners, pellet stoves or biomass boilers or heaters at the insured premises, you must ensure that:</p> <ol style="list-style-type: none">1. all chimneys and flues are professionally cleaned at least annually; and2. a written record of the cleaning is retained by you. <p>We will not make any payment for damage caused by fire or smoke occurring while you are not in compliance with this condition, unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>

Special conditions

Workmen	<p>Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.</p>
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Section 2

Property – contents, computers and money

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

What is covered	<p>We will insure you against damage occurring during the period of insurance to contents contained in the insured premises.</p> <p>We will also insure you against damage occurring during the period of insurance to computers and technical equipment anywhere in the world.</p>
Additional cover	The following are also provided up to the amount stated in the schedule:
Glass	<p>1. damage occurring during the period of insurance to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the insured premises, which belongs to you or for which you are legally responsible.</p>
Costs following glass breakage	<p>2. the necessary and reasonable costs you incur following insured breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for:</p> <ul style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<p>3. damage occurring during the period of insurance to any additional contents or computers and technical equipment, provided you tell us the additional values as soon as possible and pay the appropriate premium.</p> <p>We may then change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out.</p>
Identity fraud	<p>4. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:</p> <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	<p>5. damage occurring within a building at the insured premises during the period of insurance to personal effects provided they are not insured elsewhere.</p>
Employees' cycles	<p>6. damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere.</p>
Reconstitution of electronic data	<p>7. the reasonable cost of reconstitution of data as a direct result of damage covered under this section.</p>
Reconstitution of documents	<p>8. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed as a direct result of damage covered under this section.</p>
Lock replacement	<p>9. the costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance. However this does not apply to the unauthorised modification of any digital or electronic locks.</p>
Building damage by theft	<p>10. the cost of repairing damage occurring during the period of insurance to the buildings at the insured premises caused by theft or attempted theft and for which you are legally liable.</p>

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| Metered water and fuel | 11. the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of insured damage occurring during the period of insurance to any storage tank, equipment or piping located at the insured premises resulting from a cause not otherwise excluded. |
| Unauthorised use of utilities | 12. the cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to a third party using your metered water, gas and electricity without your authorisation provided that you discover the unauthorised or unlawful use during the period of insurance . |
| Accidental discharge of gas system | 13. the necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the insured premises , following accidental discharge of the system during the period of insurance . |
| Extinguisher and alarm re-setting expenses | 14. the necessary and reasonable costs and expenses you incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following damage covered under this section. |
| Loss prevention costs | 15. the necessary and reasonable costs you incur to protect the contents or computers and technical equipment from imminent damage that would be covered under this section. |
| Removal of debris | 16. the reasonable costs and expenses you incur for clearance of the debris of contents or computers and technical equipment from the insured premises or the area immediately adjacent following damage covered under this section. |
| Defective title – art and collections | 17. if, during the period of insurance , someone claims that an item of art and collections is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with us and this value is less. We will only do this if: <ol style="list-style-type: none"> a. you bought the item during the period that the art and collections have been insured with us; and b. you made reasonable enquiries about the item's provenance before you bought it. |
| Outdoor items | 18. damage occurring during the period of insurance to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the insured premises . |
| Refrigerated stock | 19. the necessary and reasonable costs and expenses you incur to replace spoiled refrigerated stock stored in a refrigeration unit at the insured premises where such spoilage was caused by: <ol style="list-style-type: none"> a. a fault in the refrigeration unit; b. escape of refrigerant; or c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply, occurring during the period of insurance , provided that the refrigeration unit is: <ol style="list-style-type: none"> i. less than five years old at the date of loss; or ii. maintained under annual contract by a suitably qualified refrigeration engineer. |
| Continuing hire charges | 20. continuing hire charges for contents or computers and technical equipment hired in by you while such contents or computers and technical equipment are being repaired or until permanently replaced as a direct result of damage covered under this section, provided you are legally liable for such costs. |
| Crime | 21. your direct financial loss if, during the period of insurance and in the performance of your activities , you discover a loss from crime , provided: <ol style="list-style-type: none"> a. the crime was committed during the period that your contents or computers and technical equipment have been continuously insured with us; and |

- b. the **crime** was not committed after any director, partner, trustee, committee member, senior manager or officer of **you** first becomes aware of any **crime** committed by the person under a contract of service with **you**.
- Undamaged fixtures and fittings 22. tenant's fixtures and fittings if **your** lease is cancelled by the lessor as a consequence of **damage** occurring during the **period of insurance** to the **insured premises**, provided the cancellation is a valid condition of **your** lease and that **you** are unable to save such fixtures and fittings. **We** will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.
- Contents temporarily elsewhere 23. **damage** occurring during the **period of insurance** to **contents** temporarily elsewhere in the **United Kingdom**, while:
- at the home of any director, partner, trustee, committee member, employee or volunteer of **yours**;
 - at any location where **you** are attending a promotional event or exhibition in connection with **your activities**;
 - at any location for the purpose of cleaning, maintenance, repair or restoration.; and
 - in transit**.
- Re-shoot or re-compilation costs 24. the necessary and reasonable additional costs and expenses **you** incur in completing a production or photographic shoot following **damage** occurring during the **period of insurance** to **media artwork**, which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such **damage** to **media artwork**, **we** will pay the expenditure incurred by **you** in the production or photographic shoot up to the date of the **damage**.
However **we** will not pay for:
- any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;
 - any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond **your** reasonable control;
 - any claim or loss arising from delay, confiscation or detention by customs or government officials;
 - any claim or loss arising from abandonment of the production or of any **property**;
 - any claim or loss arising from the **failure** of **computers and technical equipment**;
 - any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot;
 - damage** to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot; or
 - the value to **you** of any **media artwork**.
- Incompatibility of software 25. Where insured **damage** to **computers** results in existing **software** being incompatible with the replacement **computers**, at **our** option **we** will pay for:
- the necessary modifications to the replacement **computers**; or
 - the conversion of the existing **software** into a format that is compatible with the replacement **computers**; and
 - the cost of replacing incompatible data-carrying media.
- Money 26. **damage** to **money** occurring during the **period of insurance** at each location listed below:
- in any **specified or unspecified premises** while open for operation or in a locked safe;
 - in any **specified or unspecified premises** while not open for operation and not in a locked safe;
 - at the home of any partner, director, trustee, committee member, employee or volunteer of **yours** in the **United Kingdom**;
 - in transit**;
 - at any location within the **United Kingdom** where **you** are attending a promotional event or exhibition in connection with **your** activities;

- f. at any location within the **United Kingdom** where **you** have a contract to carry out **your** activities; and
- g. at any other location within the **United Kingdom**.

Personal assault following robbery or attempted robbery

- 27. compensation as stated in the schedule if any director, partner, trustee, committee member, employee or volunteer of **yours** is physically injured in the course of **your** **activities** in a robbery or attempted robbery within the **United Kingdom** occurring during the **period of insurance** and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the **period of insurance**.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - c. coastal or river erosion; or
 - d. a rise in the water table.
2. theft of any **unattended property** unless involving violent or forcible entry into or exit from:
 - a. a securely locked room or building; or
 - b. the storage compartment, boot or trailer of a vehicle: and
 - i. all security measures on the vehicle or trailer are fully operational; and
 - ii. the **unattended property** is completely hidden.
3. **damage** to any item being cleaned, worked on or maintained.
4. **damage** to any item directly resulting from its own **failure**.
5. **damage** to **contents, computers and technical equipment** or **money** while:
 - a. in transit by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether in transit or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
6. loss or distortion of information, data or records. This does not apply to cover under **What is covered**, **Additional cover**, Reconstitution of electronic data or **What is covered**, **Additional cover**, Re-shoot or re-compilation costs.
7. the value to **you** of any lost or distorted information.
8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. loss by fraud or dishonesty, other than the direct physical theft of **contents, computers and technical equipment** or **money**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime.
12. consequential, indirect or financial losses of any kind, other than as provided under **What is covered**, **Additional cover**.
13. a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises** other than where resulting from **failure**; or

- b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
- 14. the amount of the **excess**.
- 15. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 15.a. to 15.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.g. above.

If there is any dispute between **you** and **us** over the application of 15.a. or 15.b. above, it will be for **you** to show that the exclusion does not apply.

- 16. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.
- 17. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- 18. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
- 19. **damage** to **contents** or **computers and technical equipment** hired out by **you**.
- 20. loss or **damage** to **money** directly or indirectly due to a **social engineering communication** or by any other fraud or dishonesty, other than the direct physical theft of **money**.
- 21. loss or **damage** to **money** arising from any electronic, online or crypto currency including Bitcoin.

Special condition

Change of insured premises

If:

- 1. **you** notify **us** that **you** are changing **insured premises**; and
- 2. **we** agree to cover **you** for **damage** to **contents** at **your** new **insured premises** after **you** move;

we will continue to insure **you** for **damage** to **contents** contained in **your** former **insured premises**. This cover will be provided:

- a. for a maximum of 30 days from the date cover starts at the new **insured premises**; or
- b. until the keys to the former **insured premises** are returned by **you**; or
- c. until **we** cease to provide any cover for **damage** to **contents** at **your** new **insured premises**;

whichever is the soonest. If the cover for **damage** to **contents** is provided on a different basis at the new **insured premises**, the cover provided under this Special condition for **damage** to **contents** at the former **insured premises** will continue on the same basis as that which previously applied.

The cover provided under this special condition does not increase the **amount insured**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured stated in the schedule unless amended below or in the schedule.</p> <p>At our option we will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for contents and computers and technical equipment, other than stock, hired-in equipment, prototypes, art and collections, personal effects and employees' cycles, the cost of repair or replacement as new. 2. for stock other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to you. 3. for second-hand merchandise goods, the cost of repair or replacement at the trade market value. 4. for merchandise goods which have been sold but not delivered, the agreed contract price. 5. for hired-in equipment, the lesser of: <ol style="list-style-type: none"> a. the extent of your legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract; b. the costs of repair of the hired-in equipment; and c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition. 6. for goods held in trust, the lesser of: <ol style="list-style-type: none"> a. your liability in respect of the goods held in trust; and b. the cost of repair or replacement at the trade market value of such goods. 7. for prototypes, the cost to you of the materials necessary to reinstate the prototype to the same condition as it was in immediately prior to damage occurring. 8. for art and collections, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with us. However, if the item is only partly damaged, we will decide whether we repair, restore, replace or pay the agreed value of the damaged item. If we repair or restore a damaged item, we will also pay for any loss in value. <p>For any item of art and collections which has not been individually valued in the schedule or valuation, we will decide whether we repair, restore, replace or make a cash settlement for that item. If we choose to make a cash settlement, we will pay the market value of the item immediately prior to the damage, taking account of any increased value the item may have because it forms part of a pair or set. The most we will pay for any one item, pair or set is the amount stated in the schedule.</p> 9. for personal effects, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss. 10. for employees' cycles, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.
Pairs and sets	<p>If any contents or computers and technical equipment which have an increased value because they form part of a pair or set are damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the contents or computers and technical equipment insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>
Under insurance	<p>If, at the time of damage, we establish that:</p> <ol style="list-style-type: none"> 1. the amount insured; or 2. the declared amount, where you have selected a first loss limit which is stated on the schedule; <p>does not represent the total value of the contents or computers and technical equipment, we will reduce the amount we pay in the proportion that the premium you have paid bears to</p>

the premium **we** would have charged **you** if **you** had declared the total value of the **contents** or **computers and technical equipment**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents** or **computers and technical equipment**; and
2. **we** establish that **your** failure to declare the total value of the **contents** or **computers and technical equipment** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents** or **computers and technical equipment**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** or **computers and technical equipment** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.

If your failure to declare the total value of the **contents** or **computers and technical equipment** was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Index linking

If **you** decide to renew this section with **us**, **we** will automatically adjust the **amount insured** or **declared amount**, as appropriate, for **contents** or **computers and technical equipment** for the subsequent period of insurance in line with any change in nationally publicised indices. **You** should advise **us** if you do not want **us** to increase the **amount insured** or **declared amount** in this manner. However, **we** will not reduce the **amount insured** or **declared amount** without **your** consent.

Special limits

Limit per vehicle or craft

The most **we** will pay for **damage** to **contents** and **computers and technical equipment** in any one vehicle or craft is the amount stated in the schedule.

Personal assault following robbery or attempted robbery

We will not pay compensation under more than one heading in the schedule for the same injury.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. notify **us** promptly of any claim that an item of **art and collections** is not rightfully **yours**;
3. notify any third-party carrier of **your contents** or **computers and technical equipment** of any **damage you** discover within the time limits for notification of damage stipulated in **your** contract of carriage with them;
4. notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
5. report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
6. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Re-shoot or re-compilation costs

You must:

1. take all reasonable steps to make back-up copies of **media artwork** at least every two working days and keep the copies away from each backed up device;
2. retain all duplicated works, prints or offshoots until the production or photographic shoot has been completed;

3. make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process **media artwork** on receipt and advise **you** immediately if any **damage** to the **media artwork** is discovered;
4. examine the processed **media artwork** from the laboratory on receipt and, if **damage** is discovered, **you** take immediate steps to avoid a recurrence; and
5. take a copy of the **media artwork** prior to commencement of transfer to any other format.

If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Hiring in equipment

When hiring in **property** **you** must complete and record an inventory check and inspect all **property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **property**. Upon returning the **property** to the hire company **you** must only return the **property** to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

1. **You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.
2. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Unoccupancy

You must tell **us** immediately if the **insured premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. In relation to **contents, computers and technical equipment** or **money** stored at any **specified or unspecified premises**, **you** must also tell **us** immediately if the buildings at any **specified or unspecified premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **insured premises** is unoccupied, and in relation to **contents, computers and technical equipment** or **money**, **we** will not make any payment for **damage** occurring while the buildings at any **specified or unspecified premises** are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.



Unauthorised use of utilities

If the **insured premises** is not occupied by **you**, **you** must inspect the **insured premises** at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Money in transit

You must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able-bodied adults;
- b. between £6,000 and £10,000 is carried by at least three able-bodied adults;
- c. in excess of £10,000 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

We will not make any payment in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Section 3

Property – equipment breakdown

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

What is covered

- | | |
|---|--|
| Equipment and computers | <p>1. We will insure you against failure occurring during the period of insurance to:</p> <ul style="list-style-type: none">a. equipment at the insured premises, provided that such premises is located within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland; andb. computers at the insured premises, provided that such premises is located within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland; andc. computers anywhere in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland. |
| Hazardous substances | <p>2. We will pay for the additional cost to repair, replace, clean-up or dispose of equipment or computers solely due to contamination by a hazardous substance following a failure occurring during the period of insurance.</p> |
| Reconstitution of electronic data | <p>3. The reasonable costs for reconstitution of data as a direct result of:</p> <ul style="list-style-type: none">a. failure covered under this section; orb. derangement occurring during the period of insurance. |
| Expediting expenses | <p>4. We will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of equipment or computers following failure occurring during the period of insurance.</p> |
| Building repair and reconstruction requirements | <p>5. If failure of insured equipment, computers or oil or water storage tanks covered by this section causes damage to a building covered by this policy, and the loss is increased by enforcement of any regulation or legal requirement that:</p> <ul style="list-style-type: none">a. regulates the construction or repair of buildings; orb. establishes land use requirements, <p>then we will pay for the necessary and reasonable additional costs incurred by you to:</p> <ul style="list-style-type: none">i. demolish and clear the site of undamaged parts; andii. repair or rebuild the building. <p>If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.</p> |
| Oil and water storage tanks | <p>6. We will pay for:</p> <ul style="list-style-type: none">a. failure occurring during the period of insurance to oil and water storage tanks, including connected pipework, which belong to you or for which you are legally responsible at the insured premises; andb. the reasonable costs to:<ul style="list-style-type: none">i. replace the contents of oil storage tanks at the premises; andii. clean and decontaminate property at the premises, <p>following damage to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the damage.</p> |

What is not covered **We** will not make any payment for:

1. **damage to equipment, computers** or oil or water storage tanks due to **failure** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
2. **failure** caused by:
 - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - b. an insulation breakdown test of any type of electrical equipment.
3. the value to **you** of any lost or distorted data or information.
4. **damage to:**
 - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports **equipment, computers** or oil or water storage tanks;
 - b. any insulating or refractory material;
 - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - d. water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. sprinkler system tanks;
 - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
 - g. dragline, excavation or construction equipment;
 - h. equipment manufactured by **you** for sale;
 - i. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
 - j. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
 - k. **production or process equipment;**
 - l. domestic laundry, kitchen, audio visual and home entertainment equipment while such equipment is used in private living quarters.
5. **damage** to any **equipment, computers** or oil or water storage tanks not insured under the other property sections of this **policy**.
6. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
7. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism;**
 - b. civil commotion in Northern Ireland.
 - c. **war;**
 - d. **confiscation;**
 - e. **nuclear risks;**
 - f. **communicable disease;** or
 - g. any fear or threat of 7.a. to 7.f. above;
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 7.a. to 7.g. above.

If there is any dispute between **you** and **us** over the application of clause 7.a. and 7.b, it will be for **you** to show that the exclusion does not apply.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **cyber attack;**
 - b. **hacker;**

- c. **social engineering communication**; or
 - d. a failure of electronic equipment to correctly recognise, process or store any date.
9. the amount of any **excess**.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule.

All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **equipment, computers**, oil or water storage tanks or other insured items owned by **you**, the cost of repair or replacement as new.
2. for **equipment, computers**, oil or water storage tanks or other insured items for which **you** are legally responsible, the lesser of:
 - a. **your** liability in respect of the **equipment or computers** or items; or
 - b. the cost of repair or replacement.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **equipment, computers**, oil or water storage tanks or other insured items from the **insured premises** or the area immediately adjacent, following **damage** insured by this section.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **property** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **failure** which might be covered; and
2. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of all data at least once a week and keep the copies away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Precautions

You must take reasonable steps to:

1. comply with any statute or order applicable to the insured **equipment, computers** or oil or water storage tanks; and
2. ensure that insured **equipment, computers** and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions, unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.