

Policy wording

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

Special definitions for this section

Contents

The contents of **your office** used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. computers:
- b. goods held in trust, stock and samples;
- c. works of art or precious metals;
- tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;
- e. pipes, ducting, cables, wires and associated control equipment within the **business premises** and extending to the public mains.

Money and personal effects are not included within this definition.

Hacker

Anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically.

Money

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**.

Personal effects

Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.

Rent payable

Rent for the **office** that **you** must legally pay whilst the **office** or any part of it is unusable as a result of **damage** insured by this section.

What is covered

We will insure you against damage occurring during the period of insurance to contents contained in the office and any other items specified in the schedule.

Additional cover

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

Costs following glass breakage

- the necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for:
 - 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

2. **damage** occurring during the **period of insurance** to any additional **contents**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Money

- damage occurring during the period of insurance to money held in connection with the business:
 - a. in the office while open for business;
 - b. in the office in a locked safe;
 - c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any partner, director or employee of **yours** in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.



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Identity fraud

- 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**:
 - 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;
 - 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

5. **damage** occurring in the **office** during the **period of insurance** to the **personal effects** of **your** employees or visitors to the **office** provided they are not insured elsewhere.

Reconstitution of electronic data

 the reasonable cost of reconstitution of data as a direct result of damage covered under this section.

Reconstitution of other business documents

7. the reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business, if such documents have been lost or destroyed as a direct result of damage covered under this section.

Lock replacement

 the costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys involving force and violence occurring during the period of insurance.

Building damage by theft

 the cost of repairing damage occurring during the period of insurance to the office buildings caused by theft or attempted theft and for which you are legally liable.

Personal assault following robbery or attempted robbery

10. compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the office or within the geographical limits 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.

Metered water and fuel

11. the cost that you incur for any metered water and fuel used at the business premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.

Undamaged tenant's improvements

12. tenant's improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the business premises, provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy.

Contents temporarily elsewhere

13. damage occurring during the period of insurance to contents, excluding laptops, mobile phones and other portable equipment, temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, including whilst in transit.

Contents kept at home

14. damage occurring during the period of insurance to contents used and kept at the home of any partner, director or employee of yours for the purposes of the business, provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

What is not covered

We will not make any payment for:

- damage caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;



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- e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
- f. frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the office is occupied and in use;
- g. date recognition;
- h. a virus or hacker.
- damage to property being cleaned, worked on or maintained.
- damage to any computers, equipment, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own failure.
- 4. loss or distortion of information resulting from error or malfunction of **computers**.
- 5. the value to **you** of any lost or distorted information.
- 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 7. unexplained loss or disappearance or inventory shortage.
- 8. loss due to clerical or accounting errors.
- loss by fraud or dishonesty of any partner, director or employee of yours, unless the loss is notified to us within ten working days of its discovery by you.
- financial loss due to your parting with title or possession of property or rights to property prior to receiving payment in full.
- 11. any indirect losses which result from the incident which caused you to claim.
- pollution or contamination except damage to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured damage covered under this section; or
 - damage which would otherwise be covered under this section which itself was caused by pollution or contamination.
- a. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

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

- 14. war, confiscation and nuclear risks.
- 15. the amount of the excess.

How much we will pay

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

Repair and replacement

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

- for contents, other than stock and samples or personal effects, the cost of repair or replacement as new.
- for stock and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to you.
- 3. for second hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value.
- 4. for goods held in trust, the lesser of:
 - i. your liability in respect of the goods held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods.
- for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.



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Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **contents**, the amount **we** pay will be reduced in the same proportion as the under insurance.

Index linking

The **amount insured** for **contents** will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Personal assault following robbery or attempted robbery

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

Pairs and sets

If any **contents** 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.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **contents** 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:

- notify us promptly of any damage which might be covered;
- report to the police, 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
- 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 data at least once a week and keep the copies away from the **office**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Protections

- You must ensure that all fire alarms, security systems and physical protections notified to
 us are in full operation whenever the office is left unattended, unless you have already
 advised us that a system is not working properly.
- 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 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.

Unoccupancy

You must tell **us** immediately if the **office**, 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 office is unoccupied.