

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

Special definitions for this section

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Bank cards	Credit, debit, charge, cheque, bank and cash point cards.
Business premises	The space you occupy at the premises shown in the schedule for the purposes of your activities .
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computers	Computers and ancillary equipment, including software and data-carrying media, but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Insured equipment	<p>Tangible property used in connection with your activities which belongs to you or for which you are legally responsible, including:</p> <ul style="list-style-type: none">a. stock;b. computers;c. sports equipment, clothing and footwear;d. bags and carry-cases;e. tools and cleaning equipment;f. lamps and safety equipment;g. power supplies and control equipment;h. binoculars and photographic equipment;i. walkie-talkies and communications equipment;j. exhibition stands and equipment;k. PA, projection and video equipment;l. cups, trophies and awards;m. tenant's improvements, decorations, fixtures and fittings;n. general office contents. <p>The following are not included within this definition:</p> <ul style="list-style-type: none">1. money and bank cards;2. valuables;3. personal effects:4. documents and electronic data;5. motorised vehicles, including off-road vehicles, their keys and accessories, other than gardening equipment and wheelchairs;6. aircraft and their accessories;7. animals;8. trees, shrubs and plants;9. land and water;

10. buildings and marquees.

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.
Personal effects	Personal clothing and personal property worn, used or carried about the person excluding money, bank cards and valuables .
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business .
Stock	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Valuables	Gold, silver, platinum, gold and silver plate, jewellery, gemstones and watches.

What is covered **We** will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **insured equipment**.

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

Additions to insured equipment	1. damage occurring within the geographical limits during the period of insurance to any additional insured equipment , provided you tell us the additional values as soon as possible and pay the appropriate premium.
Reconstitution of documents and data	2. the reasonable cost of replacing or reconstituting the documents and electronic data you need to continue your activities , if such documents and electronic data have been lost, destroyed or distorted as a direct result of damage covered under this section. However, we will not make any payment for reconstitution of electronic data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the business premises .
Continuing hire charges	3. continuing hire charges for insured equipment hired in by you whilst such insured equipment is being repaired as a direct result of damage , provided: <ul style="list-style-type: none"> a. you are legally liable for such costs; and b. we have made payment or admitted liability for such damage.
Lock replacement	4. the costs you incur to replace locks and keys necessary to maintain the security of the business premises or safes following theft of keys involving force and violence first discovered during 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 fire or, where covered by this section, **storm**;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft or attempted theft unless the **insured equipment** is:
 - i. stored in a locked building or shipping container or gated compound secured with a closed shackle padlock and the theft or attempted theft involves entry to, or exit from the building, shipping container or compound by forcible or violent

- means; or
- ii. out of sight in a locked boot, trailer, roof box or locked compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft;
 - f. **storm** or **flood** unless the **insured equipment** is stored in a shipping container or in a building that is built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material;
 - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing of a building which is occupied and in use;
 - h. any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
 - i. a **virus** or anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically.
2. **damage** to **insured equipment** being cleaned, repaired, inspected, worked on or maintained.
 3. **damage** to **insured equipment** directly resulting from its own breakdown, explosion or collapse.
 4. **damage** to **insured equipment** while being used.
 5. **damage** to **insured equipment** while stored at any building which has been left unoccupied for more than 90 consecutive days.
 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.
 9. loss by fraud or dishonesty.
 10. **damage** to any **insured equipment** while in transit by air or sea, stowed in the hold of an aircraft or watercraft, or in the custody and control of the airport or seaport operator or their agents unless the **insured equipment** is packed securely in a protective case designed to be used with the **insured equipment** or is packed by a professional transit company.
 11. financial loss due to **your** parting with title or possession of property or rights to **insured equipment** prior to receiving payment in full.
 12. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
 13. deliberate damage to or neglect of **your insured equipment** by **you**.
 14. any reduction in the value of an item that has not suffered **damage** because it forms part of a pair or set.
 15. any indirect losses which result from the incident which caused **you** to claim including any loss of use or expense incurred through not being able to use **your insured equipment** following **damage**.
 16.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
 17. any cost incurred in preparing or submitting a claim under this **policy**.
 18. the amount of the **excess**.
 19. 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 the fear or threat of **communicable disease**; or
- g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 19a or 19b above, it will be for **you** to show that the exclusion does not apply.

How much we will pay

Repair and replacement

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

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

1. for **insured equipment** (other than **stock**) that can be economically repaired, the cost of the repairs.
2. for **insured equipment**(other than **stock**) that cannot be economically repaired, the cost of replacement as new.
3. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**.
4. for second-hand **stock**, the cost of repair or replacement at the trade market value.
5. 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.

If the **insured equipment** was built or assembled by **you** we will only pay the cost of replacement for the constituent parts.

Wear and tear

The amount that **we** will pay for **damage** to any clothing or footwear insured within **your insured equipment** will be reduced to take into account wear and tear. The reduction will be based on the following scale:

1. less than one year old, no reduction for wear and tear;
2. between one and two years old, a 10% reduction for wear and tear;
3. between two and three years old, a 20% reduction for wear and tear;
4. between three and five years old, a 40% reduction for wear and tear;
5. between five and seven years old, a 60% reduction for wear and tear.

We will not make any payment for any clothing or footwear that is more than seven years old.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **insured equipment**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **insured equipment**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **insured equipment**; and
2. **we** establish that **your** failure to declare the total value of the **insured 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 **insured 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 **insured 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 **insured equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **insured equipment**, 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 **damage** which might be covered;
 2. 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
 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.
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