

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	<p>The contents at the business premises used in connection with your business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> a. computers; b. stock; c. fine art; d. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials, satellite dishes and other general contents; e. pipes, ducting, cables, wires and associated control equipment at the business premises and extending to the public mains; f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings; g. research and development property including prototypes. <p>Money and personal effects are not included within this definition.</p>
Rent payable	<p>Rent for the business premises that you must legally pay whilst the business premises or any part of it is unusable as a result of damage insured by this section.</p>

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** at the **business premises** and any other items as specified in the schedule.

Additional cover

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

Costs following glass breakage	<ol style="list-style-type: none"> 1. 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: <ol 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 the glass.
Additions to contents	<ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 3. Damage occurring during the period of insurance to money belonging to you and held in connection with your business at the business premises: <ol style="list-style-type: none"> a. while open for business; or b. in a locked safe.
Identity fraud	<ol style="list-style-type: none"> 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: <ol 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	<ol style="list-style-type: none"> 5. Damage occurring at the business premises during the period of insurance to the personal effects of your trustees, partners, directors, employees or visitors to the business premises provided they are not insured elsewhere.

Property – Contents (Technology) Policy wording

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| Reconstitution of electronic data | 6. 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 | 8. 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 occurring during the period of insurance . |
| Building damage by theft | 9. The cost of repairing damage to the buildings at the business premises occurring during the period of insurance 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, trustee or employee is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance at the business premises 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. |
| Outdoor items | 12. 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 premises. |
| Undamaged tenant's improvements | 13. Tenant's improvements if your lease is cancelled by the lessor as a consequence of damage to the business premises occurring during the period of insurance , provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy . |
| Accidental discharge of gas system | 14. The necessary and reasonable costs that you incur to refill the cylinders of any gas flooding system installed at the business premises , following accidental discharge of the system during the period of insurance . |
| Extinguisher and alarm re-setting expenses | 15. 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. |
| Continuing hire charges | 16. Continuing hire charges for contents hired in by you whilst such contents are being repaired as a direct result of damage occurring during the period of insurance , provided: <ol style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage. |
| Unauthorised use of utilities | 17. 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 . |
| Loss prevention costs | 18. The necessary and reasonable costs you incur to protect the contents from imminent insured damage occurring during the period of insurance . |
| Incompatibility of software | 19. Where insured damage to computers results in existing software being incompatible with the replacement computers , at our option we will pay for: <ol style="list-style-type: none"> a. the necessary modifications to the replacement computers or b. 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. |

Removal of debris

20. The necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises shown in the schedule or the area immediately adjacent, following **damage** insured by 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. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or similar locked storage compartment;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - g. a **virus** or **hacker**;
 - h. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only;
2. **damage** to property being cleaned, worked on or maintained, other than **fine art**;
3. **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;
9. loss by fraud or dishonesty of any trustee, partner, director or **employee** of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**;
10. 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;
12. 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
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination;
13.
 - 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 clause, it will be for **you** to show that the clause does not apply.
14. **war, confiscation** and **nuclear risks**;
15. The amount of the **excess**
16. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured shown in the schedule unless limited below or in the schedule.</p> <p>At our option we will repair, restore, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> 1. for contents other than stock, prototypes or fine art, the cost of repair or replacement as new; 2. for stock, 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, the cost of repair or replacement at the trade market value; 4. for hired-in equipment or goods held in trust, the lesser of: <ol style="list-style-type: none"> i. your liability in respect of the hired in equipment or goods held in trust; or ii. the cost of repair or replacement at the trade market value of such equipment goods; 5. 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; 6. for prototypes, the cost to you of the materials necessary to reinstate the prototype to the same condition as it was immediately prior to damage occurring; 7. for fine art, the agreed value of the individual item lost or damaged as shown in the schedule or valuation. <p>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> <p>For any item of fine art 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.</p>
Under insurance	<p>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.</p>
Index linking	<p>The amount insured for contents, excluding fine art, will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.</p>
Personal assault following robbery or attempted robbery	<p>We will not pay compensation under more than one heading in the schedule for the same injury.</p>
Pair and sets	<p>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.</p>
Other interests	<p>Any payment 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.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the police or An Garda Síochána, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p>You must 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.</p>
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Property – Contents (Technology)

Policy wording

Backing up electronic data	<p>We will not make any payment for the costs of reconstitution of 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.</p>
Protections	<p>We will not make any payment under this section unless you ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the business premises is left unattended. 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>
Unoccupancy	<p>You must tell us immediately if the buildings at the business premises, including any self-contained areas of the buildings, 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 buildings at the business premises are unoccupied or not being used. 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.</p>
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the business 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 then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Unauthorised use of utilities	<p>If the business premises is not occupied by you, we will not make any payment for unauthorised use of metered water, gas or electricity unless you inspect the business premises at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.</p>