

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

### Special definitions for this section

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|-------------------------|---|
| <b>Contents</b>         | <p>The contents of <b>your venue</b> used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>a. <b>computers</b>;</li> <li>b. <b>stock</b>;</li> <li>c. <b>fine art</b>;</li> <li>d. tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes;</li> <li>e. pipes, ducting, cables, wires and associated control equipment within the <b>venue</b> and extending to the public mains;</li> <li>f. exhibition stands and equipment, props, stage sets and wardrobes;</li> <li>g. technical equipment including PA, projection, sound, lighting, editing and other equipment kept within the <b>venue</b>.</li> </ol> <p><b>Money</b> and <b>personal effects</b> are not included within this definition.</p> |
| <b>Fine art</b>         | <p>Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with <b>us</b>.</p>   |
| <b>Hacker</b>           | <p>Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.</p>   |
| <b>Money</b>            | <p>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 <b>you</b>.</p>  |
| <b>Personal effects</b> | <p>Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.</p>   |
| <b>Rent payable</b>     | <p>Rent for the <b>venue</b> that <b>you</b> must legally pay whilst the <b>venue</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.</p>   |
| <b>Stock</b>            | <p>Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.</p>  |

### What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** contained in the **venue** 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

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:
  - 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.

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| Money   | <p>3. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>money</b> held in connection with the <b>business</b>:</p> <ul style="list-style-type: none"> <li>a. in the <b>venue</b> while open for business;</li> <li>b. in the <b>venue</b> in a locked safe;</li> <li>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 <b>yours</b> in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</li> </ul>                           |
| Identity fraud  | <p>4. The following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b>:</p> <ul style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> <li>b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ul> |
| Personal effects  | <p>5. <b>Damage</b> occurring in the <b>venue</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your</b> employees or visitors to the <b>venue</b> provided they are not insured elsewhere.</p>   |
| Reconstitution of electronic data                       | <p>6. The reasonable cost of <b>reconstitution of data</b> a direct result of <b>damage</b> covered under this section.</p>  |
| Reconstitution of other business documents              | <p>7. The reasonable costs of replacing or reconstituting <b>your</b> business documents that are not held electronically and which <b>you</b> need to continue <b>your business</b>, if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.</p>  |
| Lock replacement  | <p>8. The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>venue</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b>.</p>   |
| Building damage by theft                                | <p>9. The cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the <b>venue</b> buildings caused by theft or attempted theft and for which <b>you</b> are legally liable.</p>  |
| Personal assault following robbery or attempted robbery | <p>10. Compensation as shown in the schedule if any partner, director or employee of <b>yours</b> is physically injured in the course of <b>your business</b> in a robbery or attempted robbery occurring during the <b>period of insurance</b> either at the <b>venue</b> or within the <b>geographical limits</b> 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 <b>period of insurance</b>.</p>   |
| Metered water and fuel                                  | <p>11. The cost that <b>you</b> incur for any metered water and fuel used at the <b>venue</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping resulting from a cause not otherwise excluded.</p>   |
| Outdoor items   | <p>12. <b>Damage</b> occurring during the <b>period of insurance</b> to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the premises.</p>  |
| Marquees  | <p>13. <b>Damage</b> occurring during the <b>period of insurance</b> to any marquee and associated lighting, heating and furnishings that are erected within the confines of <b>your</b> premises shown in the schedule provided that <b>you</b> are legally responsible for such <b>damage</b> and it is not insured elsewhere.</p>   |
| Refrigerated stock                                      | <p>14. The costs <b>you</b> incur to replace spoiled refrigerated goods stored in a refrigeration unit at <b>your venue</b> caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply occurring during the <b>period of insurance</b>. This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer.</p>  |

## Property – Contents (Venue)

### Policy wording

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| Undamaged tenant's improvements                       | 15. Tenant's improvements if <b>your</b> lease is cancelled by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>venue</b> , provided the cancellation is a valid condition of <b>your</b> lease and tenant's improvements are an insured item under this <b>policy</b> .  |
| Defective title – fine art                            | 16. If, during the <b>period of insurance</b> , someone claims that an item of <b>fine art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it, or the value shown in the schedule or valuation if this is less. <b>We</b> will only do this if: <ol style="list-style-type: none"> <li>a. <b>you</b> bought the item during the period that the <b>fine art</b> has been insured with <b>us</b>; and</li> <li>b. <b>you</b> tell <b>us</b> about the claim during the <b>period of insurance</b>; and</li> <li>c. <b>you</b> made reasonable enquiries about the item's provenance before <b>you</b> bought it.</li> </ol> |
| Continuing hire charges                               | 17. Continuing hire charges for <b>contents</b> hired in by <b>you</b> whilst such <b>contents</b> are being repaired as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> , provided: <ol style="list-style-type: none"> <li>a. <b>you</b> are legally liable for such costs; and</li> <li>b. <b>we</b> have made payment or admitted liability for such <b>damage</b>.</li> </ol>  |
| Contents temporarily elsewhere                        | 18. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> , 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 or the Republic of Ireland, including whilst in transit.  |
| Exhibition stands and equipment temporarily elsewhere | 19. <b>Damage</b> occurring during the <b>period of insurance</b> to exhibition stands and exhibition equipment temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.  |
| Contents kept at home                                 | 20. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> used and kept at the home of any partner, director or employee of <b>yours</b> for the purposes of the <b>business</b> , 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.  |

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### 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. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
  - 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;
  - d. a rise in the water table;
  - 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 **venue** is occupied and in use;
  - g. **date recognition**;
  - h. a **virus** or **hacker**;
2. **damage** to property being cleaned, worked on or maintained, other than **fine art**.
3. **damage** to any **computers, equipment** or 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.

## Property – Contents (Venue)

### Policy wording

7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within 10 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 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.**
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

**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 **contents** other than **stock, personal effects 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 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;
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 **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

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.

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. The most **we** will pay for any one item, pair or set is £25,000.

#### 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.

## Property – Contents (Venue)

### Policy wording

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| Under insurance   | If, at the time of <b>damage</b> , the <b>amount insured</b> is less than 85% of the total value of the <b>contents</b> , the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.  |
| Index linking   | The <b>amount insured</b> for <b>contents</b> , other than <b>fine art</b> , will be adjusted monthly in line with any increase in nationally published indices. <b>We</b> will not reduce the <b>amount insured</b> without your consent.                                 |
| Personal assault following robbery or attempted robbery | <b>We</b> will not pay compensation under more than one heading in the schedule for the same injury.   |
| Pair and sets   | If any <b>contents</b> which have an increased value because they form part of a pair or set are <b>damaged</b> any payment <b>we</b> make will take account of the increased value.   |
| Other interests   | Any payment will take into account the interest of any party having an insurable interest in the <b>contents</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party. |

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### Your obligations

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| If any damage occurs                     | <p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered.</p> <p><b>You</b> must report to the police, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p><b>You</b> must arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p>   |
| Backing up electronic data               | <b>We</b> will not make any payment for the costs of <b>reconstitution of data</b> unless <b>you</b> 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 <b>venue</b> .  |
| Protections                              | <b>We</b> will not make any payment under this section unless <b>you</b> ensure that all fire alarms, fire break doors, shutters and safety curtains, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>venue</b> is left unattended. <b>You</b> must also advise <b>us</b> as soon as reasonably possible if for any reason a system is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b> . All systems must be regularly serviced under contract by a reputable company at least annually.   |
| Unoccupancy                              | <b>You</b> must tell <b>us</b> immediately if the <b>venue</b> , including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. If <b>you</b> do not, <b>we</b> will not make any payment for <b>damage</b> occurring while the <b>venue</b> is unoccupied. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.                                     |
| Building works                           | <p>If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the <b>buildings</b> and the estimated cost is more than £75,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may then amend the terms of this <b>policy</b>. If <b>you</b> do not tell <b>us</b> about such work, <b>we</b> may not pay for any <b>damage</b> directly or indirectly caused by or resulting from the building works.</p> <p><b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p> |
| Cash, bank and currency notes in transit | <p><b>We</b> will not make any payment under this section unless cash, bank and currency notes in transit with a total value:</p> <ol style="list-style-type: none"> <li>between £2,000 and £6,000 is carried by at least two able bodied adults;</li> <li>between £6,001 and £10,000 is carried by at least three able bodied adults;</li> <li>in excess of £10,001 is carried by a Security Industry Authority approved Cash and Valuables in Transit company.</li> </ol> <p>Please check the <b>policy</b> schedule to see what cover <b>you</b> have for <b>money</b> as it may be lower than the above limits.</p>                           |