

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

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**Special definitions  
for this section****Contents**

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

- a. **computers**;
- b. **stock**;
- c. works of art or precious metals;
- d. 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.

The following are not included within this definition:

1. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
2. **buildings**;
3. land and water;
4. **money**;
5. **personal effects**;
6. **employees' cycles**;
7. motorised vehicles, caravans, trailers and their accessories;
8. watercraft and their accessories; or
9. aircraft and their accessories.

**Employees' cycles**

Cycles and cycle accessories owned by **your** partners, directors, employees and volunteers or for which such persons are legally responsible.

**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**.

**Peak trading period**

The period of 90 consecutive days which historically was the trading period with the highest gross income from **your** retail activities or, if this is **your** first year trading, the period of 90 consecutive days which **you** have estimated will be the trading period with the highest gross income from **your** retail activities.

**Personal effects**

Articles worn, used or carried about the person by **your** partners, directors, employees and volunteers, excluding cash, bank and currency notes and jewellery.

**Rent payable**

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.

**Stock**

Stock, samples, merchandise goods and goods held in trust including customers' goods for which **you** are legally responsible.

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**What is covered**

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

## Property – contents (specialist retail)

### Policy wording

<b>Additional cover</b>	The following are also provided up to the amount shown in the schedule:
Glass	1. <b>damage</b> occurring during the <b>period of insurance</b> to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the <b>business premises</b> , which belongs to <b>you</b> or for which <b>you</b> are legally responsible.
Costs following glass breakage	2. the necessary and reasonable costs <b>you</b> incur following breakage or scratching during the <b>period of insurance</b> of glass, which belongs to <b>you</b> or for which <b>you</b> are legally responsible, for: <ol style="list-style-type: none"> <li>a. temporary boarding-up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ol>
Additions to contents	3. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>contents</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.
Money	4. <b>damage</b> occurring during the <b>period of insurance</b> to <b>money</b> held in connection with the <b>business</b> : <ol style="list-style-type: none"> <li>a. in the <b>business premises</b> while open for business or in a locked safe ;</li> <li>b. in the <b>business premises</b> while not open for business and not 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, employee or volunteer 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; or</li> <li>d. at all other times within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.</li> </ol>
Identity fraud	5. 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> : <ol 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; or</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ol>
Personal effects	6. <b>damage</b> occurring within a building of <b>standard construction</b> at the <b>business premises</b> during the <b>period of insurance</b> to <b>personal effects</b> provided they are not insured elsewhere.
Employees' cycles	7. <b>damage</b> occurring within a building of <b>standard construction</b> at the <b>business premises</b> during the <b>period of insurance</b> to <b>employees' cycles</b> provided they are not insured elsewhere.
Reconstitution of electronic data	8. the reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.
Reconstitution of other business documents	9. 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.
Lock replacement	10. the costs <b>you</b> incur to replace locks and keys necessary to maintain the security of <b>your business premises</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b> .
Building damage by theft	11. the cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the <b>buildings</b> caused by theft or attempted theft and for which <b>you</b> are legally liable.

## Property – contents (specialist retail)

### Policy wording

- Personal assault following robbery or attempted robbery
12. compensation as shown in the schedule if any partner, director, employee or volunteer 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 **business premises** 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
13. 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.
- Refrigerated stock
14. the necessary and reasonable costs and expenses **you** incur to replace spoiled refrigerated **stock** stored in a refrigeration unit at the **business premises** caused by:
- a fault in the refrigeration unit;
  - escape of refrigerant; or
  - 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:
- less than five years old at the date of loss; or
  - maintained under annual contract by a suitably qualified refrigeration engineer.
- Extinguisher and alarm re-setting expenses
15. the necessary and reasonable costs and expenses **you** incur in order to refill fire extinguishing appliances and reset the fire or intruder alarm system following **damage** covered under this section.
- Display contents
16. **damage** occurring during the **period of insurance** to **contents** on display outside the **business premises** whilst open for business provided that the **contents** are securely attached to a fixed object.
- Stock in your customers' or prospective customers' care
17. **damage** occurring during the **period of insurance** to **stock** while within in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland, in the care of a customer or prospective customer provided that **you**:
- inspect the customer's or prospective customer's proof of identity, this may be either a valid passport or a photographic driving licence; and
  - retain the customer's or prospective customer's credit or debit card for the duration of the hire or loan or obtain an electronic swipe of the person's credit or debit card.
- We** will not make any payment for **stock** while in the care of a customer or prospective customer:
- unless **you** have complied with a. and b. above; or.
  - once the customer has purchased the item
- Undamaged tenant's improvements
18. 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**.
- Property elsewhere
19. **damage** occurring during the **period of insurance** to:
- stock**; and
  - all other **contents**, excluding laptops, mobile phones, television and video equipment, tools 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.
- Property kept at home
20. **damage** occurring during the **period of insurance** to:
- stock**; and
  - all other **contents**;

used and kept at the home of any partner, director, employee or volunteer 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.

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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;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire. This does not apply to the cover for 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 or 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** are occupied and in use;
  - g. **date recognition**;
  - h. a **virus** or **hacker**.
2. **damage** to **property** being cleaned, worked on or maintained.
3. **damage** to **contents** or **money** while in the custody of:
  - a. a courier or postal service; or
  - b. air or sea operators or their agents.
4. **damage** to any **computers, equipment**, oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
5. loss or distortion of information resulting from error or malfunction of **computers**.
6. the value to **you** of any lost or distorted information.
7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance or inventory shortage.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty of any partner, director, employee or volunteer of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
12. any indirect losses which result from the incident which caused **you** to claim.
13. 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.
14.
  - 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.
15. **war, confiscation** and **nuclear risks**.
16. The amount of the **excess**

17. 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, replace or pay for any lost or damaged items on the following basis:

1. for **contents**, other than **stock, personal effects** or **employees' cycles**, the cost of repair or replacement as new;
2. for **stock** other than second hand **stock, stock** sold but not delivered or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second hand **stock**, other than **stock** sold but not delivered or goods held in trust, the cost of repair or replacement at the trade market value;
4. for **stock** which has been sold but not delivered, the agreed contract price;
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;
6. 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;
7. for **employees' cycles**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.

#### 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.

#### Seasonal increase

The **amount insured** for **stock** will be increased by 30% during **your peak trading period**.

#### 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 suffer **damage** 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.

### Special limits

#### Fraud and dishonesty of any partner, director or employee

The most **we** will pay for all losses occurring during the **period of insurance** arising from the fraud or dishonesty of any partner, director, employee or volunteer of **yours** is the amount shown in the schedule.

## Your obligations

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 or An Garda Síochána, 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 <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p>
Backing up electronic data	<p><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>business premises</b>.</p>
Protections	<p><b>We</b> will not make any payment under this section unless all fire alarms, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>business premises</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.</p>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the <b>business premises</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>buildings</b> are 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.</p>
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 or, in the Republic of Ireland, is more than €100,000, <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>