

Property definitions

Special definitions for all property sections

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.

Damage Accidental physical loss or physical damage.

Business premises The space you occupy at the premises shown in the schedule located in a building built of brick,

stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material. The space includes any outbuildings **you** occupy on the same premises.

WD-HSP-UK-TIC(4) 6507 11/16



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

- a. business and ancillary equipment (including couch, towels, robes, sound system, therapist chair, stools, carrying cases, computers, bolsters, cozies, bed roll, books and charts);
- documents, briefs, manuscripts, plans, business books, computer systems records and programs;
- c. goods held in trust, stock and samples;
- d. wines, spirits and tobacco kept for entertainment purposes;
- e. works of art or precious metals;
- f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- g. heating oil for the business premises contained in fixed tanks in the open at the premises;
- h. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;
- i. pipes, ducting, cables, wires and associated control equipment at the premises and extending to the public mains.

Money and personal effects are not included within this definition.

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, travelers 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**.

What is covered

We will insure you against damage occurring during the period of insurance to:

- a. contents contained in the business premises;
- contents used and kept at the home of any business partner, director or employee of yours for the purposes of the business;
- c. contents temporarily elsewhere, including while in transit, within the geographical limits

Additional cover

Glass breakage

We will also pay for:

- The necessary and reasonable costs you incur following breakage or scratching of glass, which belongs to you or for which you are responsible, for:
 - a. temporary boarding up;
 - 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

 Damage to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.

Money

- 3. Damage to money held in connection with the business:
 - a. in the **business premises** while open for business or in a locked safe;

WD-HSP-UK-TIC(4) 6507 11/16



Policy wording

 in transit within the geographical limits or at the home of any business partner, director or employee of yours.

Personal effects

4. **Damage** to the personal belongings of **your** employees or visitors to the **business premises** provided they are not insured elsewhere.

Reconstitution of data

5. The reasonable cost of reconstituting the data **you** need to continue **your business**, if **your business** records and electronic data have been lost or distorted as a direct result of **damage** covered under this section.

Lock replacement

6. The costs **you** incur to replace locks and keys necessary to maintain the security of the premises or safes following theft of keys involving force and violence.

Rent

7. The amount of any rent for the **business premises** that **you** must pay for any period during which the **business premises** or any part of it is unusable as a result of **damage** insured by this section.

Building damage by theft

The cost of repairing damage to the business premises buildings caused by theft or attempted theft and for which you are legally liable.

Personal assault

9. Compensation as shown in the schedule if any business partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery 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.

What is not covered

- A. 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;
 - 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:
 - removed from the vehicle between the hours of 9pm and 6am whilst kept at your private dwelling house, and
 - ii. at all other times is completely hidden within the vehicle or in a glove compartment, luggage compartment or 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 business premises is occupied and in use:
 - g. date recognition;
 - h. any computer virus.
- 2. damage to property being cleaned, worked on or maintained.
- 3. loss or distortion of information resulting from computer error or malfunction.
- 4. the value to **you** of any lost or distorted information.
- damage to any electrical or mechanical plant or equipment (other than business premises computers and ancillary equipment) directly resulting from its own breakdown, explosion or collapse.
- 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.



Policy wording

- loss by fraud or dishonesty of any business partner, director or employee of yours, unless the loss is notified to us within 10 working days of its discovery by you.
- 10. any indirect losses which result from the incident which caused you to claim.
- 11. 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.

- 13. war, confiscation and nuclear risks.
- 14. 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.

Repair and replacement

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

- 1. for **contents**, the cost of repair or replacement as new;
- 2. 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.

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**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **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 **contents**.

We will only apply this calculation if:

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

Fraud and dishonesty

We will not pay more than the amount shown in the schedule for all losses discovered during the **period of insurance** arising from the fraud or dishonesty of any partner, director or



Policy wording

employee of yours.

Personal assault

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

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;
- report to the police, as soon as reasonably possible, if you think a crime has been committed:
- 3. report to the police, within 48 hours, in the case of the loss or theft of any computer and ancillary equipment while it is temporarily removed from the **business premises**.
- 4. 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.

Computer breakdown

For breakdown of computers or ancillary equipment **you** must ensure that they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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 **business premises**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Security

You must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **business premises** is left unattended, unless **you** have already advised **us** that 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 this condition 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 **business premises** will be left unoccupied or will not be used for more than 30 consecutive days. If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **buildings** are unoccupied.