

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

#### Tools and equipment

Only the following tools and equipment used in connection with the **business** which belong to **you** or for which **you** are legally responsible:

- a. plant and machinery;
- b. hand tools and portable power tools;
- c. stock, samples and goods held in trust;
- d. laptops and mobile phones;
- e. ladders;
- g. hired-in plant and machinery.

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#### What is covered

**We** will insure **you** against **damage** occurring during the **period of insurance** to **tools and equipment**:

- a. contained in **your business premises**;
- b. being used by **you** at a contract site within the **geographical limits**;
- c. while in transit between **your business premises** and a contract site within the **geographical limits**, including temporary storage of the **tools and equipment** within the **geographical limits** for no more than 24 consecutive hours within:
  - i. a locked vehicle, luggage compartment, roof rack, boot or trailer; or
  - ii. a locked building or secure gated compound.

#### Additional cover

**We** will also pay for the following where stated on the schedule.

#### Continuing hire charges

1. loss of hiring charges for which **you** are responsible under a standard hire contract arising directly from **damage** to **tools and equipment** insured under this section. The most **we** will pay in any one **period of insurance** is shown in the schedule.

#### Debris removal

2. the necessary and reasonable costs and expenses **you** incur to remove debris of **tools and equipment** from **your business premises**, the contract site or the area immediately adjacent, following **damage** insured by this section. The most **we** will pay in any one **period of insurance** is shown in the schedule.

#### Personal effects

3. **damage** occurring in the **business premises** during the **period of insurance** to the **personal effects** of **your** employees or visitors to **your business premises** provided they are not insured elsewhere. The most **we** will pay in any one **period of insurance** is shown in the schedule.

#### Lock replacement

4. the costs **you** incur to replace locks, keys or passcards necessary to maintain the security of the **business premises** following theft of keys or passcards involving force or violence occurring during the **period of insurance**. The most **we** will pay in any one **period of insurance** is shown in the schedule.

#### Identity fraud

5. 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**:
  - 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.

The most **we** will pay in any one **period of insurance** is shown in the schedule.

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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 this is a result of **storm** or fire;
    - c. coastal or river erosion;
    - d. a rise in the water table;
    - e. theft of **tools and equipment** from an unattended vehicle unless the **tools and equipment** are completely hidden within a locked vehicle, luggage compartment, roof rack, boot or trailer and all security protections fitted to the vehicle are in full and effective operation;
    - f. theft of **tools and equipment** whilst unattended at **your business premises** or a contract site unless involving violent or forcible entry into or exit from a securely locked building;
    - g. 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;
    - h. **date recognition**;
    - i. a **virus** or **hacker**;
    - j. 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.
  3. loss or distortion of information resulting from error or malfunction of **computers**.
  4. the value to **you** of any lost or distorted information.
  5. **damage to tools and equipment** directly resulting from their 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.
  9. loss by fraud or dishonesty of any partner, director or employee of **yours**.
  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**.
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15. the amount of the **excess**.

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**How much we will pay**

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below.</p> <p>At our option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"><li>1. for own <b>tools and equipment</b>, the cost of repair or replacement as new;</li><li>2. for hired in <b>tools and equipment</b>, the contractual value as specified in a standard hire contract or the market value whichever is less</li></ol>
Transit	<p>The most that <b>we</b> will pay for theft of <b>tools and equipment</b> from an unattended vehicle between the hours of 6pm and 9am is £20,000 or €20,000.</p>
Under insurance	<p>If, at the time of <b>damage</b>, the <b>amount insured</b> is less than 85% of the total value of the <b>tools and equipment</b>, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.</p>
Pair and sets	<p>If any item of <b>tools and equipment</b> that has an increased value because it forms part of a set suffers <b>damage</b>, any payment <b>we</b> 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 <b>tools and equipment</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.</p>

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**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 authorities, 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>
Hiring in equipment	<p>When hiring in <b>tools and equipment</b> <b>you</b> must complete and record an inventory check and inspect all items for <b>damage</b> prior to acceptance and agree a schedule of any <b>damage</b> with the hire company before taking charge of the <b>tools and equipment</b>. Upon returning the <b>tools and equipment</b> to the hire company <b>you</b> must only return the <b>tools and equipment</b> to persons authorised within the hire company to accept their return. <b>We</b> will not make any payment for any claim or loss where <b>you</b> fail to demonstrate to <b>our</b> satisfaction that <b>you</b> have complied with these requirements.</p>
Protections	<p><b>We</b> will not make any payment under this section unless <b>you</b> ensure that all fire alarms, security systems and physical protections are in full operation whenever the <b>business premises</b> are 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 change the terms and conditions of this <b>policy</b>.</p>
Unoccupancy	<p>You must tell <b>us</b> immediately if the <b>business premises</b> 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>business premises</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 €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. <b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p>