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LLOYD'S OF LONDON – SYNDICATE 1241
MANAGED BY SVB SYNDICATES LIMITED
Business Equipment Policy Wording for Individual 12 Month Risks
attaching between 1st July 2001 and 30th June 2002

CLAIMS:

If you have a Claim, please refer to the “Claims Button” on this Website

SERVICE COMMITMENT

To be advised

THE CONTRACT

This is to certify that, in accordance with the authorisation granted by contract to SVB Underwriting Services Limited (SVBUS) by certain Underwriters at Lloyd's ("the Underwriters"), whose identity and proportionate liability can be ascertained by reference to the said contract which bears the seal of Lloyd's Policy Signing Office, and which may be supplied on application;

Whereas, the Assured named in the Schedule has made a signed proposal and declaration to SVBUS bearing the date stated in the Schedule, which proposal and declaration is hereby agreed to be the basis of this insurance and to be incorporated herein, and whereas the Assured has paid or has agreed to pay the Premium;

The Underwriters are bound, severally and not jointly, to indemnify the Assured to the extent set out in the Insuring Clauses against loss, damage or liability, subject to all the terms, conditions, definitions, exclusions, and all other provisions of the Certificate and as may be endorsed hereon.

PLEASE READ THIS CERTIFICATE CAREFULLY.

PROPERTY SPECIFICATION

ITEM NUMBER	DESCRIPTION	SUM INSURED
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GENERAL CONTENTS

(Including Material and
Plant and Other Trade
Contents not scheduled
Below)

**STOCK AND MATERIALS IN
TRADE**

SOFTWARE

BUSINESS MACHINES

Including **PORTABLE**
EQUIPMENT but see
separate Section

Total	Sum
Insured	

EXCESS in respect of each and every loss	£100
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GENERAL CONDITIONS

These apply to all Sections of this Certificate and their Extensions unless otherwise stated

Conditions Numbers 2 to 6 inclusive are all conditions precedent to any liability of Insurers under this Certificate and if not observed by the INSURED then the INSURED forfeits all rights to indemnity and benefits under this Certificate

1. Law Governing the Certificate

Where the INSURED is a sole trader the INSURED has the right to choose the law which will apply to the contract however the Law of England will apply unless otherwise agreed in writing by INSURERS

Otherwise any dispute or difference concerning liability under or interpretation of this Certificate will be governed by and construed in accordance with English law and the INSURED will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

2. Reasonable Precautions

The INSURED DIRECTORS or PARTNERS will

- 2.1. take all reasonable precautions to prevent DAMAGE
- 2.2. take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations
- 2.3. maintain the PREMISES plant and machinery in sound condition

3. Payment of Premium and Relevant Taxes

- 3.1. The premium under this Certificate is deemed to be the total gross premium paid by the INSURED
- 3.2. The INSURED will pay the Premium and any relevant taxes when due otherwise the Certificate will be cancelled from the date when the Premium and Taxes were due

4. Alteration of Risk

INSURERS will not be liable for any DAMAGE or legal liability following

- 4.1. alteration of the PREMISES or occupation thereof or to the BUSINESS whereby the risk of DAMAGE is increased
- 4.2. extensions or refurbishment to the PREMISES other than that following repairs decoration general maintenance and minor alterations which do not involve the use of heat
- 4.3. cessation of the INSURED'S interest except by will or operation of law

unless such alteration is agreed in writing by INSURERS

5. Claims - INSURED'S Action

Whenever anything occurs which might give rise to a claim under this Certificate the **INSURED** will

- 5.1. immediately notify **INSURERS** but no later than seven days after the date of loss for any claim in respect of riot civil commotion strikers locked out workers or theft and 14 days for any other Property or Business Interruption loss
- 5.2. immediately notify the police of any **DAMAGE** by theft or malicious persons
- 5.3. do and permit to be done all things reasonably practicable to minimise the **DAMAGE** or to avoid or diminish the loss
- 5.4. The **INSURED** will at his own expense also produce and furnish to **INSURERS** such books of account and other document proofs information explanation and other evidence as may reasonably be required by **INSURERS** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith.

6. Claims - Co-Operation

The **INSURED** will provide all help and assistance and co-operation required by **INSURERS** in connection with any claim and use their "best efforts" to recover the missing property.

7. Claims - INSURERS'S Rights

INSURERS having been advised of a claim or of an occurrence which might give rise to a claim under this Certificate will be entitled

- 7.1. to enter the premises where the loss has occurred without incurring any liability and without diminishing the right of **INSURERS** to rely on the Terms of this Certificate and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner
- 7.2. to undertake in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED'S** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- 7.3. at its sole option to indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof **INSURERS** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one item more than the Sum Insured thereon

8. Claims - Repayment of Excess

The **INSURED** will repay to **INSURERS** the amount of any **EXCESS** for which **INSURERS** has made payment

9. Dishonesty

If any claim under this Certificate is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any **DIRECTOR** or **PARTNER** or anyone acting on the **INSURED'S** behalf to obtain any benefit under this Certificate or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **INSURED** or any **DIRECTOR** or **PARTNER** then all benefits under this Certificate will be forfeited

10. Arbitration

If any difference arises as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against **INSURERS**

11. Other Insurance

If at the time of any occurrence that might give rise to a claim under this Certificate there is any other insurance other than a more specific insurance covering the same property or liability or contingency **INSURERS** will not be liable for more than its rateable proportion thereof and the **INSURED** will declare to **INSURERS** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

12. Voidance

This Certificate is voidable in the event of misrepresentation misdescription or non-disclosure in any material fact

13. Cancellation

INSURERS may at any time cancel this Certificate by giving thirty days notice of termination by recorded delivery letter to the **INSURED'S** address last known to **INSURERS** and in such event the **INSURED** will be entitled to the return of a proportionate part of the premium and tax for the unexpired Period of Insurance

14. INSURERS'S Liability

Unless stated otherwise **INSURERS'S** liability in any one Period of Insurance under this Certificate will not exceed

15.1. in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other limit of liability stated in the Certificate at the same time of the **DAMAGE**

15.2. the Sum Insured or Limit of Liability remaining after deduction for any other **DAMAGE** or interruption or interference consequent upon **DAMAGE** occurring during the same Period of Insurance unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

GENERAL EXCLUSIONS

These apply to all Sections of this Certificate and their Extensions unless otherwise stated

INSURERS will not be liable for

1. Nuclear Risks

1.1. **DAMAGE** to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss

2. War Risks

any contingency occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority

3. Pressure Waves

DAMAGE occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4. More Specific Insurance

any property more specifically insured by any other Certificate or security

5. Fines or Penalties

the cost of fines penalties punitive exemplary liquidated and multiple damages

6. Fraud

- 6.1. **DAMAGE** or legal liability directly or indirectly caused by or contributed to or arising from fraud forgery or deception
- 6.2. theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSURED'S** family is concerned as principal or accessory

7. Pollution or Contamination

DAMAGE from pollution or contamination unless arising in consequence of **DAMAGE** caused by or resulting in a **DEFINED PERIL**

8. Change in Water Table Level

DAMAGE attributable solely to change in the water table level

9. Consequential Loss or Damage

direct or indirect consequential loss or damage of any kind or description except where specifically included

10. Terrorism

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11. Electronic Data

A. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows:

(a) This Certificate does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Certificate, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed peril.

Listed Perils

Fire
Explosion

B. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Certificate suffer physical loss or damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters.

BUILDINGS

the buildings at the **PREMISES** and unless otherwise stated in the Property Section are solely

1. occupied by the **INSURED**
2. constructed of brick stone concrete or other non-combustible materials and roofed with slates tiles concrete or other non-combustible materials

including unless otherwise stated small outside buildings

BUSINESS

THE **BUSINESS** AS STATED IN THE SCHEDULE

BUSINESS MACHINES

electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners photocopiers disk and tape drives telecommunications and networking equipment and spare components for such equipment but excluding **SOFTWARE**

ancillary equipment solely for use with the **BUSINESS MACHINES** comprising air conditioning and cooling equipment generating equipment voltage regulating equipment telecommunication links electronic access equipment and temperature and humidity recording equipment

DAMAGE

accidental loss or damage or destruction

DEFINED PERILS

fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or any article dropped from a road vehicle theft

DIRECTOR

a director of the **INSURED**

EMPLOYEE

any

1. person under a contract of service or apprenticeship with the **INSURED**
2. self-employed person labour only sub-contractor labour master or person supplied by any of them
3. person seconded to acquire work experience under a scheme or otherwise
4. person hired to or borrowed by the **INSURED** whilst working for the **INSURED** in the course of the **BUSINESS**

EXCESS

the amount that will be deducted by **INSURERS** from the total agreed amount of any claim (only one **EXCESS** will be deducted from the total amount for claims arising out of one event) after the application of any General Provision of Underinsurance

GENERAL CONTENTS (Including machinery, plant and other trade content not separately defined below)

the property of the **INSURED** or for which the **INSURED** is responsible and if not otherwise insured

1. machinery plant trade utensils tools implements fixtures and fittings excluding **BUSINESS MACHINES**
2. office equipment and machinery excluding **BUSINESS MACHINES**
3. patterns models moulds plans and designs
4. documents manuscripts and business books for an amount not exceeding **£1,000** in respect of any one loss

INSURERS

Certain Underwriters at Lloyd's of London being Syndicate 1241 which is managed by SVB Syndicates Limited

INSURED

the person or corporate body named in the Schedule

PARTNER

a partner of the **INSURED**

PORTABLE EQUIPMENT

equipment such as personal computers small micro-computers and the like which can easily be carried but excluding any such equipment used solely at the **PREMISES**

PREMISES

the **BUILDINGS** and land used for the **BUSINESS** and situate as stated in the Schedule

PRINCIPAL

any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a contract

SOFTWARE

all current and back-up disks tapes or other material s (excluding paper records of any description) but excluding the cost of reinstating data and/all programmes contained thereon and excluding programmes and software not being proprietary branded data or telephone systems

STOCK

stock and materials in trade work in progress and finished goods the property of the **INSURED** or for which the **INSURED** is responsible

TERRITORIAL LIMITS

Worldwide

TRANSIT

a journey for the conveyance of property

UNIT

a single self contained portion of the **BUILDINGS** which may be used for the purpose of carrying out a business

UNOCCUPIED

empty or not in use for more than 21 days

PROPERTY SECTION

COVER PROVIDED

INSURERS will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement if **DAMAGE** occurs within the **TERRITORIAL LIMITS** to

1. Property Insured described in the Schedule at the **PREMISES** excluding the **EXCESS**

2. Property not at the **PREMISES** being

2.1. **SOFTWARE** excluding

2.1.1.the **EXCESS**

2.1.2.theft unless from a locked building

2.1.3.any amount in excess of £750 other than as stated in the Portable Equipment Schedule

Basis of Settlement

1. In respect of **GENERAL CONTENTS BUSINESS MACHINES** and **SOFTWARE** **INSURERS** will pay

1.1. the cost of reinstatement being

1.1.1.where the property is lost or destroyed the cost of its replacement by similar property

1.1.2.where the property is damaged the cost of repairing or restoring the damaged portions

in either case to a condition substantially the same as but not better or more extensive than its condition when new

1.2. the cost of removing debris being

the cost incurred with **INSURER'S** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

1.2.1. in excess of 10% of the Sum Insured under the relevant

1.2.2. incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site

1.2.3.arising from pollution or contamination of property not insured by this Section

1.3. the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

PROPERTY SECTION

The under noted provisions apply

- 1.4. European Community Legislation or Public Authority requirements

INSURERS will not be liable for

- 1.4.1. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
- 1.4.2. any amount in excess of 15% of the Sum Insured of the relevant item or where the Sum Insured of the relevant item applies to property at more than one **PREMISES** 15% of the total amount for which **INSURERS** would have been liable had the property insured by the item at the **PREMISES** where the **DAMAGE** occurred been wholly destroyed
- 1.4.3. the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period

- 1.5. Partial Damage

Where **DAMAGE** occurs to only part of the property **INSURER'S** liability will not exceed the amount which **INSURERS** would have been liable to pay had the property been wholly destroyed

- 1.6. Reinstatement of Another Site

2. In respect of computer records documents manuscripts and business books **INSURERS** will pay

- 2.1. the value of the materials as stationery
- 2.2. for the clerical labour and computer time expended in reproducing such computer records or writing up such documents
- 2.3. the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the **INSURED** of the information on or in such computer records documents manuscripts and business books and subject to **INSURER'S** liability not exceeding the limit stated in the definition of **GENERAL CONTENTS**

3. In respect of **STOCK** and other insured property not specifically provided for **INSURERS** will pay

the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in cost 1.3.

The under noted provisions apply
Contract Price

- 3.1. In respect only of goods sold but not delivered for which the **INSURED** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any damage insured either wholly or to the

PROPERTY SECTION

extent of the damage **INSURER'S** liability will be based on the contract price

3.2. Insurable Amount

For the purpose of the Under-insurance Provision the Insurable Amount is the contract price of those goods to which provision 3.1 applies and the value at the time of **DAMAGE** to all other property

General Provision applicable to all items

Under-insurance

Under Bases of Settlement 1 2. or 3. above if at the time of **DAMAGE** the Sum Insured by the relative item on property or interest is less than the Insurable Amount the amount otherwise payable by **INSURERS** will be proportionately reduced

PROPERTY SECTION

SECTION EXCLUSIONS

These apply in addition to any other Exclusions in this Section and the General Exclusions

INSURERS will not be liable for

1. **DAMAGE** caused by or consisting of

- 1.1. 1.1.1. faulty or defective design or materials
- 1.1.2. inherent vice latent defect gradual deterioration wear and tear or frost
- 1.1.3. faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **INSURED DIRECTOR PARTNER** or **EMPLOYEES**
- 1.1.4. the bursting of
 - 1.1.4.1. any boiler not used for domestic purposes only
 - 1.1.4.2. any economiser or other vessel machine or apparatusbelonging to or under the control of the **INSURED** in which internal pressure is due to steam only
but this will not exclude subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- 1.2. 1.2.1. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- 1.2.2. change in temperature colour flavour texture or finish
- 1.2.3. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
- 1.2.4. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
but this will not exclude
- 1.2.5. such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded
- 1.2.6. subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- 1.3. theft or attempted theft
 - 1.3.1. 1.3.1.1 from the **BUILDINGS**
 - 1.3.1.2 from any buildings not at the **PREMISES**which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence

PROPERTY SECTION

- 1.3.2. from the open or any outbuilding
but this will not include
- 1.3.3. such **DAMAGE** which itself results from other
damage and is not otherwise excluded
- 1.3.4. subsequent **DAMAGE** which itself results from a
cause not otherwise excluded
- 1.4. 1.4.1. subsidence ground heave or landslip unless it
results from a **DEFINED PERIL** other
than storm or flood and which is not otherwise
excluded
- 1.4.2. normal settlement or bedding down of new
structures
- 1.5. disappearance unexplained or inventory shortage misfiling
or misplacing of information
- 1.6. Contractors on the **PREMISES** for the purpose of carrying
out contract works or substantial alterations or
extensions (including any contract under JCT conditions)
unless agreed by **INSURERS** in advance

2. **DAMAGE**

- 2.1. by wind rain hail sleet snow flood or dust to
 - 2.1.1. any moveable property in the open
- 2.2. to the Property Insured
 - 2.2.1. by fire caused by its undergoing any process
involving the application of heat
 - 2.2.2. resulting from its undergoing any process of
production packing treatment testing commissioning
servicing or repair but this will not apply to any
DAMAGE caused by a **DEFINED PERIL** and not otherwise
excluded
- 2.3. caused by
 - 2.3.1. freezing
 - 2.3.2. escape of water from any tank apparatus or pipe
 - 2.3.3. malicious persons not acting on behalf of or in
connection with any political organisation but
this will not apply to any **DAMAGE** by fire or
explosion which is not otherwise excluded

in any **BUILDING** or **UNIT** which is **UNOCCUPIED**
- 2.4. directly or indirectly caused by or consisting of or
arising from the failure of any computer data processing
equipment or micro chip integrated circuit or similar
device or any computer software whether the property of
the **INSURED** or not and whether occurring before during or
after the year 2000
 - 2.4.1. correctly to recognise any date as its true
calendar date
 - 2.4.2. to capture save or retain and/or correctly to
manipulate interpret or process any data or
information or command or instruction as a result of
treating any date otherwise than its true calendar
date

PROPERTY SECTION

2.4.3.to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this will not exclude subsequent **DAMAGE** not otherwise excluded which itself results from a **DEFINED PERIL**

3. Consequential Loss or DAMAGE

direct or indirect consequential loss or damage of any kind or description

PROPERTY SECTION

CONDITIONS

1. Designation

Where necessary the item heading under which any property is insured will be determined by the designation under which such property appears in the **INSURED'S** books

2. Automatic Reinstatement of Sum(s) Insured

Unless **INSURERS** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that

2.1. the **INSURED** pays the appropriate additional premium and tax

2.2. in respect of **DAMAGE** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each Period of Insurance

4. Workmen

Workmen may be employed to effect repairs decoration maintenance and minor alterations without prejudice to the Cover Provided hereby

This section will not be liable for **DAMAGE** caused by contractors on the **PREMISES** for the purpose of carrying out contract works or substantial alterations or extensions (including any contract under JCT or other contract conditions) unless agreed by **INSURERS** in advance

When such work involves the application or generation of heat whether by Contractors or otherwise the **INSURED** will take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **DAMAGE**

6. Other Interests

The interest of

6.1. other parties supplying property to the **INSURED** under a hiring leasing or similar agreement or lending money for its purchase are noted under the Cover Provided by this Section on **GENERAL CONTENTS** and/or **BUSINESS MACHINES** respectively

and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to **INSURERS**

7. Non Invalidation

The Cover provided by this Section will not be invalidated by reason of any act of omission or alteration unknown to or beyond the control of the **INSURED** whereby the risk of **DAMAGE** is increased provided that immediately they become aware thereof they will inform **INSURERS** in writing and pay an additional premium and tax if required

PROPERTY SECTION

8. Risk Protections

It is a condition precedent to the liability of **INSURERS** under this Insurance that

8.1. all protections provided for the safety of the insured property

8.1.1. will be maintained in good order throughout the currency of this Insurance and will not be withdrawn altered or varied without the prior consent of **INSURERS**

8.1.2. will be in full and effective operation outside of **BUSINESS HOURS** or when the **PREMISES** are left unattended and at all other appropriate times

8.2. all keys including those relating to safes and strongrooms and notes of passwords or combinations to locks safes strongrooms and other security devices will be removed from the **PREMISES** outside of **BUSINESS HOURS** or when the **PREMISES** are left unattended and at all other appropriate times

8.3. any alarm forming part of the protections will be maintained in good order throughout the currency of this Insurance under a maintenance contract with the installing Company or a member of the National Supervisory Council for Intruder Alarms or such other Company agreed in writing by **INSURERS**

PORTABLE EQUIPMENT SECTION

COVER PROVIDED

In the event of **DAMAGE** of the Property Insured described in the **GENERAL DEFINITIONS SECTION INSURERS** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

SECTION EXCLUSIONS

These apply in addition to the General Exclusions

INSURERS will not be liable for

1. the **EXCESS**
2. **DAMAGE** caused by
 - 2.1. wear tear deterioration moths insects vermin rust or any other gradually operating cause
 - 2.2. any process of cleaning dyeing repairing or restoring
 - 2.3. overwinding or mechanical or electrical breakdown or failure
 - 2.4. use contrary to manufacturers instructions
3. loss from an unattended conveyance except where the items is out of sight in a locked boot or hatchback, and the conveyance is locked. In the event of a claim, the burden of proving the above shall rest with the Insured
4. loss from an unattended baggage
5. any **DAMAGE** unless occurring with the **TERRITORIAL LIMITS**
6. directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or micro chip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the year 2000
 - correctly to recognise any date as its true calendar date
 - to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
 - to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this will not exclude subsequent **DAMAGE** not otherwise excluded which itself results from a **DEFINED PERIL**

PORTABLE EQUIPMENT SECTION

Basis of Settlement

INSURERS will pay the cost of reinstatement being

1. where the property is lost or destroyed the cost of its replacement by similar property
2. where the property is damaged the cost of repairing or restoring the damaged portions

to a condition substantially the same as but not better or more extensive than its condition when new

The undernoted provisions apply

1. Partial Damage

Where **DAMAGE** occurs to only part of the property **INSURERS'S** liability will not exceed the amount which **INSURERS** would have been liable to pay had the property been wholly destroyed

2. Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **INSURED** provided that it does not increase **INSURERS'S** liability.

3. **INSURERS'S** liability will be limited to the value of the property at the time of its loss or destruction or the amount of the damage

- 3.1. until the cost of reinstatement has actually been incurred
- 3.2. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- 3.3. if at the time of its **DAMAGE** the property is covered by any other insurance effected by or on behalf of the **INSURED** and such other insurance is not on the identical basis of reinstatement

General Provision

Under-Insurance

If at the time of the **DAMAGE** the Sum Insured by the relative item is less than the cost of the reinstatement of the item the amount otherwise payable by **INSURERS** will be proportionately reduced

Conditions

These apply in addition to the General Terms and Conditions

Limit of Liability

INSURERS'S liability in any one Period of Insurance will not exceed in whole the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability