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## GENERAL STAR INTERNATIONAL INDEMNITY LTD

Business Equipment Policy Wording for Individual 12 Month Risks  
attaching between 1<sup>st</sup> March 2000 and 30<sup>th</sup> June 2001

## CLAIMS:

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

This Policy is a legal document and it is important that you read the whole of it carefully to ensure that it meets your requirements and if you have any queries please contact your broker or intermediary who will be pleased to help

This Policy explains your insurance protections in detail and should be kept in a safe place

The INSURED has applied for this insurance to General Star International Indemnity Ltd. and in consideration has agreed to pay the premium and any taxes due and General Star International Indemnity Ltd. will in return provide the insurance as described in this Policy subject to the conditions and exclusions detailed herein

This Policy the Schedule and Endorsements will be read together as one document

Signed for and on behalf of General Star International Indemnity Ltd

A handwritten signature in black ink, appearing to read 'Chris Burbidge', with a long horizontal stroke extending to the right.

Christopher Burbidge  
Managing Director

General Star International Indemnity Ltd.

# SCHEDULE

THE INDIVIDUAL INSURED'S PROPERTY SCHEDULE, IF PURCHASED, IS SUPPLIED BY RANDELL DORLING LIMITED ALONG WITH THE OTHER DOCUMENTATION

## GENERAL STAR SERVICE COMMITMENT

At GENERAL STAR we are dedicated to providing the best possible service we can to our customers and their brokers and intermediaries

We are constantly striving to improve our standards and should any complaints arise we undertake to fully investigate the circumstances and then seek to resolve the problem quickly and efficiently to our customers satisfaction

We would ask that you to let us know if we have not met your expectations or you are dissatisfied in some way and recommend that you follow the procedure below for your complaint to be dealt with in the most efficient manner

1. With the policy or claim reference to hand contact your broker or intermediary who will usually deal with us on your behalf and resolve the matter for you
2. If you do not have a broker or you remain dissatisfied please write to :

The Managing Director  
General Star International Indemnity Ltd.  
1<sup>ST</sup> Floor, 50 Mark Lane  
London  
EC3R 7QH

General Star International Indemnity Ltd.

# GENERAL CONDITIONS

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

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

## 1. Law Governing the Policy

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 GENERAL STAR

Otherwise any dispute or difference concerning liability under or interpretation of this Policy 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 Policy 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 Policy will be cancelled from the date when the Premium and Taxes were due

## 4. Alteration of Risk

GENERAL STAR 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 INSUREDS interest except by will or operation of law

unless such alteration is agreed in writing by GENERAL STAR

## 5. Claims - INSUREDS Action

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

- 5.1. immediately notify GENERAL STAR 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 GENERAL STAR such books of account and other document proofs information explanation and other evidence as may reasonably be required by GENERAL STAR 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

General Star International Indemnity Ltd.

# GENERAL CONDITIONS

The INSURED will provide all help and assistance and co-operation required by GENERAL STAR in connection with any claim

## 7. Claims - GENERAL STARS Rights

GENERAL STAR having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- 7.1. to enter the premises where the loss has occurred without incurring any liability and without diminishing the right of GENERAL STAR to rely on the Terms of this Policy 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 INSUREDS 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 GENERAL STAR 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 GENERAL STAR the amount of any EXCESS for which GENERAL STAR has made payment

General Star International Indemnity Ltd.

# GENERAL CONDITIONS

## 9. Dishonesty

If any claim under this Policy 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 INSUREDS behalf to obtain any benefit under this Policy 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 Policy will be forfeited

## 10. Arbitration

If any difference arises as to the amount to be paid under this Policy (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 GENERAL STAR

## 11. Other Insurance

If at the time of any occurrence that might give rise to a claim under this Policy there is any other insurance other than a more specific insurance covering the same property or liability or contingency GENERAL STAR will not be liable for more than its rateable proportion thereof and the INSURED will declare to GENERAL STAR 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 Policy is voidable in the event of misrepresentation misdescription or non-disclosure in any material fact

## 13. Cancellation

GENERAL STAR may at any time cancel this Policy by giving thirty days notice of termination by recorded delivery letter to the INSUREDS address last known to GENERAL STAR 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. GENERAL STARS Liability

Unless stated otherwise GENERAL STARS liability in any one Period of Insurance under this Policy 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 Policy 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 Star International Indemnity Ltd.

# GENERAL EXCLUSIONS

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

GENERAL STAR 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 Policy 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 INSUREDS family is concerned as principal or accessory

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# GENERAL EXCLUSIONS

## 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

General Star International Indemnity Ltd.

Registered in England Reg No 3370153 Registered Office 1<sup>st</sup> Floor, 50 Mark Lane London EC3R 7QH

# 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 disk and tape drives telecommunications and networking equipment and spare components for such equipment but excluding external 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 GENERAL STAR 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

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

General Star International Indemnity Ltd.

# GENERAL DEFINITIONS

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

## GENERAL STAR

General Star International Indemnity Ltd.

## 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

General Star International Indemnity Ltd.

# PROPERTY SECTION

## COVER PROVIDED

GENERAL STAR 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

## Basis of Settlement

1. In respect of GENERAL CONTENTS BUSINESS MACHINES and SOFTWARE GENERAL STAR 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 portionsin 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 GENERAL STARS 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

The undernoted provisions apply

- 1.4 European Community Legislation or Public Authority requirements  
GENERAL STAR 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 GENERAL STAR 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 GENERAL STARS liability will not exceed the amount which GENERAL STAR would have been liable to pay had the property been wholly destroyed
- 1.6 Reinstatement on Another Site

General Star International Indemnity Ltd.

# PROPERTY SECTION

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 GENERAL STARS liability

2. In respect of computer records documents manuscripts and business books GENERAL STAR 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 GENERAL STARS 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 GENERAL STAR 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 undernoted 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 extent of the damage GENERAL STARS liability will be based on the contract price

- 3.2. Insurable Amount

For the purpose of the Underinsurance 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

Underinsurance

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 GENERAL STAR will be proportionately reduced

General Star International Indemnity Ltd.

# PROPERTY SECTION

## SECTION EXCLUSIONS

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

GENERAL STAR 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 apparatus belonging 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 PREMISESwhich does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence
  - 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 GENERAL STAR in advance

General Star International Indemnity Ltd.

# PROPERTY SECTION

## 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
  - 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

General Star International Indemnity Ltd.

# 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 INSUREDS books

### 2. Automatic Reinstatement of Sum(s) Insured

Unless GENERAL STAR 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

### 3. 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 GENERAL STAR 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

### 4. 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 GENERAL STAR

### 5. 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 GENERAL STAR in writing and pay an additional premium and tax if required

### 6. Risk Protections

It is a condition precedent to the liability of GENERAL STAR 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 GENERAL STAR
  - 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 GENERAL STAR

General Star International Indemnity Ltd.

# PORTABLE EQUIPMENT SECTION

## COVER PROVIDED

In the event of DAMAGE of the Property Insured described in the Appendix GENERAL STAR 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

GENERAL STAR 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 when left unattended for any reason
4. any DAMAGE unless occurring with the TERRITORIAL LIMITS

## Basis of Settlement

GENERAL STAR 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 GENERAL STAR's liability will not exceed the amount which GENERAL STAR 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 GENERAL STAR's liability.
3. GENERAL STAR'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 Star International Indemnity Ltd.

# PORTABLE EQUIPMENT SECTION

## General Provision

### Under-Insurance

If at the time of the DAMAGE the Sum Insured by the relative item is less than eighty-five per cent of the cost of the reinstatement of the item the amount otherwise payable by GENERAL STAR will be proportionately reduced

## Conditions

These apply in addition to the General Terms and Conditions

### Limit of Liability

GENERAL STAR'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

General Star International Indemnity Ltd.

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