

Property – away and in transit

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Contract sites	Any location within the United Kingdom where you have a contract to carry out your activities .
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom .
Event locations	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities .
Insured property	<p>The property used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> 1. computers; 2. equipment; 3. stock; 4. research and development property, including prototypes; 5. tools, plant and machinery; 6. event and exhibition equipment; 7. hired-in equipment; 8. documents; and 9. accessories associated with any of the above.
In transit	<ol style="list-style-type: none"> 1. In transit by road, rail, water, air or by person; 2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or 3. temporarily housed overnight away from any specified or unspecified premises in the course of transit; <p>within the United Kingdom or any other territory in which cover is provided for insured property, as stated in your schedule.</p>
Standard hire contract	Any contract for the hire of your property which requires the hirer to indemnify you for damage to such property (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.

What is covered

Damage to insured property used by you	We will insure you against damage occurring during the period of insurance to insured property at any location stated in your schedule. This includes damage occurring during the period of insurance to insured property while in transit but not damage to insured property while hired out.
Damage to insured property while hired out	If stated in your schedule, we will also insure you against damage occurring during the period of insurance to insured property while hired out.
Additional cover	The following cover is also provided up to the amount stated in your schedule:
Reconstitution of data and documents	<ol style="list-style-type: none"> 1. We will pay the necessary and reasonable costs of: <ol style="list-style-type: none"> a. reconstitution of data; and

	<ul style="list-style-type: none"> b. replacing or reconstituting your documents which are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed, <p>as a direct result of damage covered under this section.</p>
Alternative hire costs	2. We will pay the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced but for no longer than six months.
Continuing hire charges	3. We will pay the costs of continuing hire charges for insured property hired in by you while such insured property is being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided: <ul style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Loss of hire fees	4. We will insure you for loss of fees you would have received for hiring out your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Loss prevention costs	5. We will pay the necessary and reasonable costs that you incur to protect the insured property from imminent or further damage occurring during the period of insurance , such as flood prevention barriers, emergency boarding following damage to doors, windows and other similar entry points and moving property to a higher floor or to an alternative location, provided that: <ul style="list-style-type: none"> a. such costs are incurred with our prior written agreement; or b. if a. above is not reasonably practical, you notify us of such costs as soon as possible.
Removal of debris	6. We will pay the necessary and reasonable costs and expenses you incur clearing the debris of insured property or the area immediately adjacent following damage covered under this section.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. **damage** to:
 - a. buildings, land or water;
 - b. any mechanically propelled vehicle which requires insurance under the Road Traffic Act 1988 or any equivalent act in any other territory, and any successor legislation;
 - c. any aircraft or other aerial device, drone, hovercraft, motorised scooter or watercraft, other than hand propelled or sailing craft less than 20 feet in length. However, **we** will not make any payment for **damage** to any watercraft while in use;
 - d. **money** or any electronic, online or crypto currency, including bitcoin, even where such currency exists in physical form;
 - e. **personal effects**; or
 - f. any item attached to any of the above.
2. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness, humidity or being exposed to light or extreme temperatures, unless the **damage** is a result of **storm** or fire;
 - c. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - d. theft of any **insured property** while away from any **specified or unspecified insured premises** unless the item is:

- i. under the personal supervision of **you** or anyone authorised by **you**;
 - ii. stored in a securely locked room or building;
 - iii. **in transit**; or
 - iv. hired out by **you** unless **you** have purchased cover under **What is covered**, Damage to insured property while hired out and **you** have complied with the conditions in **What is not covered** 2, g(i) – (iv);
 - e. theft from an **unattended vehicle** unless the item is:
 - i. completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified; and
 - ii. all security measures on the vehicle or trailer are fully operational and activated at the time of the theft;
 - f. fraud or dishonesty; or
 - g. theft by deception of any item which **you** have hired out, unless **you** have:
 - i. purchased cover under **What is covered**, Damage to insured property while hired out;
 - ii. obtained and verified at least two trade references for each hirer prior to entering into the hire contract;
 - iii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises;
 - iv. retained a copy of the credit card details of the hirer; and
 - v. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.
3. **damage** to any item while:
- a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
4. **damage** to **insured property** while hired out by **you** under a **standard hire contract** unless:
- a. **you** have purchased cover under **What is covered**, Damage to insured property while hired out; and
 - b. **you** can demonstrate to **us** that **you** have exhausted all legally possible methods to obtain a recovery from the hirer.
5. **damage** to any item directly resulting from its own **breakdown**.
6. **damage** to **insured property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
7. **damage** to any animal or plant caused by illness or disease.
8. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
- a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been affected by a **cyber attack**, **hacker** or **computer or digital technology error**.
- We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack, hacker or computer or digital technology error.**
9. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

10. the value to **you** of any lost or distorted records or data.
11. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
12. financial loss due to **you** not receiving payment in full if you part with any title, possession of or rights to **property**. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have purchased cover under **What is covered**, Damaged to insured property while hired out and complied with the conditions in **What is not covered 2, g(i) – (iv)**.
13. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
14.
 - a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or connected pipework located at any of the covered locations stated in this section other than where resulting from **breakdown**; or
 - b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
15. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. **civil commotion** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 15.a. to 15.f. above; or
 - h. any action taken in controlling, preventing, suppressing or in any way responding to 15.a. to 15.g. above.

If there is any dispute between **you** and **us** over the application of 15.a. or 15.b. above, it will be for **you** to show that the exclusion does not apply.
16. the amount of the **excess**.

Special condition

Right to inspect

We have the right to inspect damaged **property** before any repair work begins.

However, **you** may arrange for urgent repairs immediately without allowing **us** to inspect damaged **property** provided that **you** tell **us** as soon as reasonably possible and the urgent repairs will:

1. prevent further damage to the **property**; or
2. allow **you** to continue to trade.

We have the right to inspect the damaged **property** before any further repair work begins. **We** will tell **you** if **we** want to do this.

Storm and flood

We will treat all **damage** to **insured property** at any location stated in **your** schedule occurring during any period of 72 consecutive hours as one incident of loss provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72-hour period starts which will apply to all Property sections of this **policy**.

How much we will pay

We will pay up to the **amount insured** shown in the Property – away and in transit section of **your** schedule, unless limited below or in **your** schedule.

Repair and replacement

At **our** option **we** will repair, restore, replace or pay for any loss or **damage** to items on the following basis:

1. for **insured property** other than **computers, stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **computers**, the cost of repairs or replacement as new. If **damage** to **computers** results in existing **software** being incompatible with the replacement **computers**, at **our** option **we** will also pay for:
 - a. i. the necessary modifications to the replacement **computers**; or
 - ii. the conversion of the existing **software** into a format which is compatible with the replacement **computers**; and
 - b. the cost of replacing incompatible data-carrying media following 2.a.i. or 2.a.ii. above.
3. for **stock**, the cost of repair or replacement at the cost price to **you**. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust.
4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
5. for merchandise goods which have been sold but not delivered, the agreed contract price.
6. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

Pairs and sets

If any **insured property** which has an increased value because it forms part of a pair or set is **damaged**, 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 **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Value Added Tax

The amount **we** will pay is exclusive of Value Added Tax unless **you** cannot recover it from the tax authorities.

Special limits

Damage outside the EU and UK

Where covered, the most **we** will pay for **damage to insured property** occurring outside of the European Union, the **United Kingdom** and Gibraltar is the **amount insured** stated in **your** schedule for **damage to insured property** anywhere in the world.

Damage outside the UK

Where covered, the most **we** will pay for **damage to insured property** occurring outside of the **United Kingdom** is the combined total of the **amounts insured** stated in **your** schedule for **damage to insured property**:

1. in the European Union; and
2. anywhere in the world.

Damage within the UK

Where covered, the most **we** will pay for **damage to insured property** occurring anywhere in the **United Kingdom** is the combined total of the **amounts insured** stated in **your** schedule for **damage to insured property**:

1. in the **United Kingdom**;
2. in the European Union; and
3. anywhere in the world.



Specific locations	<p>The most we will pay for damage to insured property at any contract site, event location, employee's home, specified or unspecified premises is the combined total of the amounts insured stated in your schedule for damage to insured property:</p> <ol style="list-style-type: none">1. at each location; and2. in the United Kingdom, the European Union and anywhere in the world.
Limit per vehicle or craft	<p>The most we will pay for damage to insured property in any one vehicle or craft while in transit is the amount stated in your schedule.</p>
Hired out property	<p>The most we will pay for damage to insured property while hired out by you other than under a standard hire contract is the amount stated in your schedule. This is included within, and not in addition to, the amount insured for hired out insured property stated in your schedule.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none">1. notify us promptly of any damage which might be covered;2. report to the police, as soon as reasonably possible, any damage arising from any criminal act and obtain a crime reference from them;3. notify us immediately of any damage due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of yours, but no later than ten working days of its discovery by you; and4. notify any third-party carrier of the insured property of any damage you discover within the time limits for notification of damage stipulated in your contract of carriage with them.
Backing-up electronic data	<p>You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.</p>
Hiring in equipment	<p>When hiring in insured property, you must complete and record an inventory check and inspect all such hired in insured property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of such property. Upon returning any insured property to the hire company, you must only return such property to persons authorised within the hire company to accept the return of equipment.</p> <p>We will not make any payment under this section in respect of any incident occurring while 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.</p>
Protections	<p>You must advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at any specified or unspecified premises is not working properly. We may then vary the terms and conditions of this policy.</p> <p>All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.</p>
Unoccupancy	<p>You must tell us immediately if the buildings at any specified or unspecified premises, including any part capable of being separately let, will be left unoccupied.</p> <p>We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.</p>
Building works	<p>If you or anyone on your behalf intends to undertake any demolition, building work or groundwork at or on any specified or unspecified premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirement that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>



If **you** do not tell **us**, **we** will not make any payment for **damage** indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on any part of the buildings at or on any **specified or unspecified premises**.

You do not have to tell **us** if the work is for minor alternations, repairs, decoration, or maintenance only.