

Cleaning contractors: Property - tools and equipment Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

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.

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 or while in transit between **your business premises** and a contract site within the **geographical limits**.

Additional cover

We will also pay for:

Continuing hire charges

 loss of hiring charges for which you are responsible under Conditions of Hire 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

damage to the personal belongings 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. The most we will pay in any one period of insurance is shown in the schedule.

Identity fraud

- the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud:
 - 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.

What is not covered

We will not make any payment for:

- 1. damage caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;



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- dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire;
- c. coastal or river erosion;
- d. a rise in the water table;
- e. theft of **tools and equipment** from an unattended vehicle unless the **tools and equipment** are completely hidden within a locked vehicle, luggage compartment, boot or trailer;
- 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 premises is occupied and in use;
- h. date recognition;
- i. any computer virus.
- 2. damage to property being cleaned, worked on or maintained.
- 3. loss or distortion of information resulting from computer error or malfunction.
- 4. the value to **you** of any lost or distorted information.
- damage to 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. any indirect losses which result from the incident which caused you to claim
- 11. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured damage covered under this section: or
 - damage which would otherwise be covered under this section which itself was caused by pollution or contamination.
- a. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.

- 13. war, confiscation and nuclear risks.
- 14. the amount of the excess.

How much we will pay

We will pay up to the amount insured shown in the schedule unless limited below.

Repair and replacement

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

- 1. for own tools and equipment, the cost of repair or replacement as new;
- 2. for hired in **tools and equipment**, the contractual value as specified in a standard hire contract or the market value whichever is less

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **tools and equipment**, the amount **we** pay will be reduced in the same proportion as the under insurance.



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Pair and sets

If any item of **tools and equipment** that has an increased value because it forms part of a set suffers **damage**, any payment **we** make will take account of the increased value.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **tools and equipment** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered. If **you** think a crime has been committed, **you** must also report it to the police.

In the case of the loss or theft of any **tools and equipment**, **we** will not make any payment unless **you** report the loss to the police within 48 hours after **you** become aware of it.

You should arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

Hiring in equipment

When hiring in **tools and equipment you** must complete and record an inventory check and inspect all items for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **tools and equipment**. Upon returning the **tools and equipment** to the hire company **you** must only return the **tools and equipment** to persons authorised within the hire company to accept their return. **We** will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with these requirements.

Security

We will not make any payment under this section unless **you** ensure that all fire alarms, security systems and physical protections are in full operation whenever the **business premises** are left unattended. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then change the terms and conditions of this **policy**.

Unoccupancy

You must tell **us** immediately if the **business premises** will be left unoccupied or will not be used for more than 30 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the **business premises** are unoccupied.