

HOME OFFICE CONTENTS AND PORTABLE EQUIPMENT INSURANCE POLICY WORDING

1. INSURING CLAUSE

The Insured having made a proposal and declaration and having paid or agreed to pay the Premium, The Insurer will insure you for the cost of repair or replacement against loss or damage occurring during the period of insurance to:

- a. office contents contained in any office;
- b. portable equipment and stock within the territorial limits.

In addition to the cover provided under sections 1a. and 1b., we will also insure you against the following up to the amount shown in the Schedule:

- a. reconstitution of electronic data;
- b** office contents in transit.

In the event of a claim, if the amount insured is less than 85% of the total value of the contents, the amount Insurers will pay will be reduced in the same proportion as the under insurance.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Policy, unless the context otherwise requires, the following words and expressions shall bear the meaning set out below:

Broker means the broker or insurance intermediary who the Insured has used to arrange the insurance and whose name appears in the schedule.

Business Activity means the activity(ies) shown in the Schedule, which the Insured performs in the ordinary course of business as a Computer Contractor for which the Insured is remunerated.

Claim means any one claim or series of claims arising from a circumstance or occurrence or a series of circumstances or occurrences consequent upon or attributable to one source or original cause.

Office Contents means the contents of your office used with your business, which belongs to you or for which you are legally responsible, including:

- a. computers;
- b. stock;
- c. documents;
- d. goods held in trust, stock and samples.

Document means agreements, plans, records, deeds, books, letters, certificates, documents or forms of any description whether written, printed or reproduced by any other method or means excluding bearer bonds or coupons, stamps, bank or currency notes or other negotiable instruments.

Excess means the amount stated in the Schedule, which the Insured must bear before the Insurer is liable to make any payment under this Policy.

Hacker means anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.

Handheld equipment means handheld devices used in connection with your business which belong to you or for which you are legally responsible, including:

- a. phones or smart phones which make or receive telephone calls through a cellular network and their accessories;
- b. tablets or PDAs.

Inception Date means the date on which the Insured's insurance cover commences as specified in the Schedule.

Insured means the individual person, partner, company, firm or organisation (and any subsidiary company or other associated organisation) named in the Schedule including all directors, partners and employees engaged in the Insured's Business Activity.

Insurer means Trafalgar Insurance Company Limited, Normandie House, Rue a Chiens, St. Sampson's, Guernsey, GY2 4AE.

Money means cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you.

Office contents in transit means damage occurring during the period of insurance to office contents, excluding laptops and portable equipment, whilst in transit between your offices.

Period of Insurance means from the Inception Date to the date on which insurance cover ceases as stated in the Schedule.

Personal effects means articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.

Policy means this policy of insurance between the Insurer and Insured together with the Schedule and Proposal and any attaching endorsement issued by the Insurer. The parties agree that policies, endorsements, schedules and proposals may be submitted and issued in electronic format.

Portable equipment means portable equipment used in connection with your business which belongs to you or for which you are legally responsible, including:

- a. computers including laptops;
- b. television and video equipment;
- c. tools;
- d. handheld devices;
- e. accessories associated with any of the above.

Premium means the amount payable by the Insured for this Policy together with Insurance Premium Tax (IPT) as stated in the Schedule.

Proposal means the proposal for insurance provided under this Policy including any documentation or information submitted in support by the Insured to the Insurer.

Reconstitution of electronic data means the reasonable costs of reconstituting the data you need to continue your business, if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.

Repair and replacement means at our option we will repair, replace or pay for any lost or damaged items on the following basis:

- a. for contents, other than stock and samples or personal effects, the cost of repair or replacement as new.
- b. for stock and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to you.
- c. for second hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value.
- d. for goods held in trust, the lesser of:
 - o your liability in respect of the goods held in trust; or
 - o the cost of repair or replacement at the trade market value of such goods.
- e. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.

Schedule means the schedule of insurance issued by the Insurer specifying inter alia the Policy number, Premium, the Insured's name, the Insured's Business Activity, the Limit of Indemnity and the Period of Insurance.

Stock means consumable goods; merchandise goods, samples and goods in trust.

Territorial Limits means worldwide excluding USA and Canada their Dominions or Protectorates or as varied or excluded in the Schedule.

2.2 This Policy and Schedule and any attaching endorsements shall be read together.

2.3 References to any statute, statutory provision, Order or Rule include a reference to that legislation or those Rules as amended, extended, consolidated or replaced from time to time (whether before, on or after the Inception Date of this Policy) and include any former legislation or Rules which it re-enacts, consolidates or replaces and any order, regulation, instrument or other subordinate legislation made under the relevant legislation or rules.

2.4 Unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa, references to any gender shall include all other genders.

3. INSURANCE

Observance of Terms

The Insured must observe and comply with the terms and conditions of this Policy. Any term or condition of this Policy insofar as it relates to anything to be done or complied with by the Insured shall be conditions precedent to the Insurer's liability to make any payment under this Policy.

3.1 The Insurer shall only be liable to bear VAT to the extent that VAT is irrecoverable by the Insured.

3.2 If the Insured is adjudged bankrupt or deemed insolvent during the Period of Insurance, the Insurer reserves the right to withdraw cover under the Policy in which case the Insurer shall have no liability to make any payment in respect of any Claim notified after the date of Insured being adjudged bankrupt or deemed insolvent.

4. EXCLUSIONS

This Policy shall not cover and the Insurers will not make any payment for any of the following:

- 4.1 Any Claim or loss involving death or bodily injury to any person
- 4.2 Any Claim, potential Claim or circumstance known to the Insured prior to inception of this Policy and which the Insured knew or ought reasonably to have known might result in a Claim against the Insured.
- 4.3 Any Claim arising from the Insured's insolvency or impecuniosity or lack of financial resources.
- 4.4 Any Claim, potential Claim or circumstance which has or ought to have been notified under any other policy of insurance prior to the Inception Date.
- 4.5 Any Claim made against any Insured by any other Insured.
- 4.6 Any Claim arising from obscenity, blasphemy or pornographic material.
- 4.7 Any Claim, potential Claim or circumstance emanating from within the United States of America or Canada or any territories which are within the jurisdiction of the United States of America or Canada.
- 4.8 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public or local authority, any act or acts of terrorism, force of violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. The burden of proving that a Claim does not fall within this exclusion shall be upon the Insured.
- 4.9 Transmission of a computer virus arising out of the exercise and conduct of the Business Activity.
- 4.10 Any Claim for loss or damage caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
 - b. theft or attempted theft unless the portable equipment or stock is in your care, custody, or control at all times other than when:
 - i. secured in a locked hotel room, or safe or other similar securely locked room or premises;
 - ii. secured in your office, or at the home of any partner, director or employee of yours;
 - iii. out of sight in a locked boot or locked storage compartment when left in an unattended vehicle.
 - c. a virus or hacker;
 - d. dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire.
- 4.11 Any Claim for loss or damage to office contents, portable equipment or stock being cleaned, worked on or maintained.
- 4.12 Any Claim for loss or damage to any office contents, portable equipment or stock directly resulting from its own failure.
- 4.13 Any Claim for loss or damage to money or personal effects.
- 4.14 Any Claim for loss or misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 4.15 Any Claim for loss or distortion of information resulting from error or malfunction of office contents, portable equipment or stock.
- 4.16 Any Claim for loss or the value to you of any lost or distorted information.
- 4.17 Any Claim for loss or unexplained loss or disappearance.
- 4.18 Any Claim for loss or any loss by fraud or dishonesty.
- 4.19 Any claim for any consequential losses of whatever nature.

5. CLAIMS CONDITIONS

- 5.1 It is a condition precedent to the Insurer's liability to indemnify the Insured that:

- a. The Insurer is notified as soon as reasonably possible of any damage that may be covered under this policy;
- b. Any loss or damage arising from theft, arson, malicious damage, riot or civil commotions must be reported to the police as soon as reasonably possible and a crime number obtained;
- c. Any damaged property is repaired immediately with Insurers consent. Insurers have the right to inspect the damaged property at their discretion.
- d. All safety and security systems and physical protections advised in your application are in full operation whenever the office is left unattended. If any system is not working properly, you must advise us as soon as possible and if this occurs, Insurers have the right to vary the terms and conditions of this policy. No payment will be made under this section if you are not compliant with these conditions, unless you can prove the failure to comply with these conditions did not increase the risk of damage within the context of the circumstances in which the damage occurred.
- e. You make Insurers immediately aware if the office will be left unattended or not used for more than thirty (30) consecutive days. On advisement, Insurers may vary the terms and conditions of this policy or impose additional requirements that you must carry out within the timeframe imposed by Insurers. Failure to make Insurers aware of any unoccupancy will result in Insurers not paying for damage to contents.

6. SUBROGATION

- 6.1 The Insurer shall be subrogated to the Insured's rights of recovery in relation to any claim or loss paid or payable under this Policy. The Insured shall co-operate fully with the Insurer in connection with any action, which may be necessary to enforce any rights, remedies, relief or indemnity from other parties arising from the Insurer's rights of subrogation.

7. NON-DISCLOSURES AND MISREPRESENTATION

- 7.1 For the avoidance of doubt The Insurer shall be entitled to void the Policy ab initio where there has been any non-disclosure of material facts or untrue statements made by the Insured prior to or at inception or at any time during the Period of Insurance.

8. ASSIGNMENT

- 8.1 The Insured shall not be entitled to assign the benefit of this Policy without the Insurer's prior written consent.
- 8.2 This Policy shall be for the exclusive benefit of the Insured and that in no event shall anyone other than the Insured have any right of action under this Policy.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 9.1 Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Policy.

10. CANCELLATION

- 10.1 This Policy may be cancelled by the Insurer or on its behalf on 30 days written notice of cancellation to the Insured with an adjustment of Premium such that the Insurer receives or retains pro-rata Premium.
- 10.2 This Policy may be cancelled by the Insured on giving written notice to the Insurer. The Insurer will then pay the insured a return premium based on the gross premium less any commission or fees payable or paid by the insurer to the broker, and then based on a pro-rata return of the remaining net premium. The cancellation date will be the date the written communication was received by Insurers and the return of policy documentation will not be required.
- 10.3 No return of Premium will be made to the Insured where a Claim or potential claim has been notified during that Period of Insurance.

11. COMMUNICATIONS

- 11.1 All communications and notices to the Insurer shall be deemed duly given if sent by first class post or email. All communications and notices to the Insured shall be deemed to have been duly given if sent by first class post to the Insured at his last known address or the email address provided on their application for insurance.

12. GOVERNING LAW

12.1 Whilst this insurance contract has been entered into and formed under the law of Guernsey the parties agree that as regards interpretation and any dispute this Policy shall be subject to and construed in accordance with the laws of England and Wales and the Parties agree to be subject to the jurisdiction of the English and Welsh courts.

IMPORTANT INFORMATION

13. CLAIMS NOTIFICATION

Initial notification of a Claim or Circumstance in accordance with clause 5.1 must be made by the Insured in writing to the Insurer at:

Trafalgar Insurance Company Ltd, Normandie House, Rue a Chiens, St. Sampson, Guernsey, GY2 4AE

Tel: 01481 210313 Fax: 01481 257852 E-mail: claims@trafalgarinsurance.gg

14. TRAFALGAR INSURANCE COMPANY LIMITED

Trafalgar Insurance Company Limited is registered in Guernsey under number 54460 and our registered office is at Normandie House, Rue a Chiens, St Sampson, Guernsey, GY2 4E.

As an Insurer we are licensed and regulated by the Guernsey Financial Services Commission (GFSC) under the Insurance Business (Bailiwick of Guernsey) Law, 2002, as amended, to write and insure international general insurance business. Our license reference is 2021810.

Details are available on the Regulated Entities section of the GFSC web site: www.gfsc.gg

Trafalgar Insurance Company Limited is not covered by the Financial Services Compensation Service (FSCS).

15. COMPLAINTS PROCEDURE

We aim to provide a first class service at all times. If you have a complaint concerning the service you have received, then you are free to make a complaint and we will try to deal with that complaint fairly with the aim of achieving an early resolution if that is appropriate.

To avoid undue delay as an Insured you should try to make your complaint against the appropriate party. If your complaint is about how the Policy was arranged, how the policy was sold to you or any services provided by the Broker then it is more likely that your complaint should be addressed to the broker. If you feel that your complaint refers to the policy wording, the policy summary or how claims were handled then it is more likely that your complaint should be addressed to us

If you are in doubt you are free to address your complaint to both your Broker and us at the same time.

If you wish to address your complaint to us then please address correspondence to:

**The Complaints Director
Trafalgar Insurance Company Limited
Normandie House,
Rue a Chiens, St Sampson,
Guernsey,
GY2 4AE**

Upon receipt we will provide you with an acknowledgement, a complaint reference, the name of the person who will be handling your complaint and the next steps that we will be taking. We will try to deal with your complaint fairly with the aim of achieving an early resolution if that is appropriate. Whatever the outcome is we will provide you with our final response within 8 weeks or a full reason why we cannot respond at that time.

If you are still not satisfied with the way in which your complaint has been handled you can contact:

Channel Islands Financial Ombudsman (CIFO)
PO Box 114
Jersey
Channel Islands JE4 9QG

You can also contact CIFO on +44 (0) 1481

You can contact the Ombudsman on +44 (0) 1481 722218. Website: www.ci-fo.org/contact

You may also contact the Guernsey Financial Services Commission on +44 (0) 1481 712706. Website www.gfsc.gg/

15. USE OF PERSONAL INFORMATION

To provide our services as an insurer, Trafalgar Insurance Company Limited will collect and use information about you or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data such as information relating to criminal convictions and offences. The purposes for which we use personal data may include: evaluating your insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about our use of personal data is set out in the Trafalgar Insurance Privacy Notice (Privacy & Your Personal Information) which can be found on our website trafalgarinsurance.gg/ alternatively you may also request a copy of the Privacy Notice by contacting the Managing Director at Trafalgar Insurance Company Limited, Normandie House, Rue a Chiens, St. Sampson, Guernsey, GY2 4AE.

We recommend that you review this notice.