

Home Office Contents and Portable Equipment Insurance – Summary of Cover

This Policy Summary is for your assistance in helping you understand the insurance by setting out a precis of the significant features, benefits, limitations and exclusions. It is strongly recommended that you read the full Policy Wording for a full description of the terms of the insurance. This Policy Summary does not form part of the Terms and Conditions.

Home Office Contents and Portable Equipment insurance protects you when your business equipment is accidentally lost, damaged or stolen in or from your business premises or whilst you are away from the office. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the schedule.

Business Activity

The policy only covers the Business Activity as described in your Schedule

Sums Insured

The policy will cover you up to the sums insured shown in the schedule. In the event of a claim, if the amount insured is less than 85% of the total value of the contents or portable equipment, the amount Insurer will pay will be reduced in the same proportion as the under insurance.

Period of Insurance

12 months from the Inception Date shown in your Schedule

Territorial Limits

The policy allows for Business Activity undertaken anywhere in the World but excluding USA and Canada, their Dominions or Protectorates or as varied or excluded in the Schedule

Governing Law

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.

Cover

Cost of repair or replacement to office contents or portable equipment, first made during the policy period.

Excess

£250 Any One Claim

Significant or Unusual Exclusions

- Any Claim involving death or bodily injury to any person.
- 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.
- Any Claim arising from the Insured's insolvency or impecuniosity or lack of financial resources.
- 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.
- Any Claim made against any Insured by any other Insured.
- Any Claim arising from obscenity, blasphemy or pornographic material.
- 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.
- 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.
- Transmission of a computer virus arising out of the exercise and conduct of the Business Activity.
- 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.
- Any Claim for loss or damage to office contents, portable equipment or stock being cleaned, worked on or maintained.
- Any Claim for loss or damage to any office contents, portable equipment or stock directly resulting from its own failure.
- Any Claim for loss or damage to money or personal effects.
- Any Claim for loss or misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- Any Claim for loss or distortion of information resulting from error or malfunction of office contents, portable equipment or stock.
- Any Claim for loss or the value to you of any lost or distorted information.
- Any Claim for loss or unexplained loss or disappearance.
- Any Claim for loss or any loss by fraud or dishonesty.
- Any claim for any consequential losses of whatever nature.

Claims Conditions

It is 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.

Cancellation Rights

Insurers can cancel the Policy by giving 30 days prior written notice to you. In these cases Insurers will return a pro-rata proportion of the premium

As the Insured you can cancel at any time on giving written notice. In these cases Insurers will return a pro-rata proportion of the premium. No return of premium will be made where a Claim or potential Claim has been notified during that Period of Insurance

Refunds are based on premium amounts only, any policy fees that have been paid are non-refundable

Trafalgar Risk Management Ltd may charge a reasonable administration fee for cancellation. This amount will not exceed £15

Complaints

We aim to provide an excellent service to you, however, we recognise that there may be occasions when you feel this has not been achieved. If you are unhappy with any aspect of this service in the first instance please contact **Trafalgar Risk Management Ltd**

If your complaint cannot be resolved satisfactorily by Trafalgar Risk Management Ltd, please contact:

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

You may also be able to refer your complaint to the Channel Islands Financial Ombudsman without affecting your legal rights. The address is:

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

Email: enquiries@ci-fo.org
Guernsey telephone: 01481 722218
Jersey telephone: 01534 748610

Disclosure of Information

This insurance is arranged online subject to a limited number of questions being asked during the application process. All these questions must be answered so that (1) a matter of fact is substantially correct and (2) a matter of expectation of belief is made in good faith

Your duty is to make a fair presentation of the risk to insurers and the last question in the application will ask for any other material information to be disclosed. You must disclose all material information which you know or ought to know, of failing that, sufficient information to alert an underwriter that they need to make further enquiries

Material information is that likely to influence an insurer in the acceptance and assessment of the application

You must also make a fair presentation in connection with any variations, e.g. changes you wish to make to your policy

If you fail to make a fair presentation of the risk then insurers can void the contract if they would have declined cover had they known the full details or apply different terms if they would have applied different terms had they known the full details. These could result in a claim not being paid or reduced in payment. If you are in any doubt as to whether information is material then it should be disclosed

Insurer

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

Trafalgar Insurance Company Limited is a company limited and registered in Guernsey under number 54460

Trafalgar Insurance Company Ltd is authorised and regulated by the Guernsey Financial Services Commission (GFSC). Details are available on the Regulated Entities section of the GFSC web site: www.gfsc.gg. The license reference is 2021810

If the Insurer cannot meet its liabilities, there is no recourse to the Financial Services Compensation Scheme

Any interpretation or dispute with insurers regards the policy is governed by the laws of England



TRAFALGAR RISK MANAGEMENT

Trafalgar Risk Management Ltd
51 Eastcheap,
Greater London
London,
EC3M 1JP