

We are
Insurance



Contents & Equipment Cover

A policy Document for Mobile Therapists,
Therapists who work from home or rent a room/chair

This additional insurance policy is only available for ABT Members

ABT CONTENTS & EQUIPMENT POLICY

Thank you for choosing Covéa Insurance.

This is your policy. It sets out the details of your insurance contract with Covéa Insurance.

Your premium and the other terms of your policy have been calculated upon the information shown in the policy schedule and recorded in:

- any application for the insurance completed by you or on your behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by you supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance broker if you have any questions or if you wish to make any adjustments.

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Introduction

Each section of this policy, the schedule and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

the schedule, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless we state otherwise

- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless we state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for you having paid or agreed to pay the premium for the period of insurance, we will indemnify you, subject to the terms contained in or endorsed on the policy, in respect of damage, bodily injury or liability or pay other benefits which fall within the insured sections of this policy, provided that the damage or bodily injury or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the period of insurance and in connection with the business.

The schedule shows the sections of the policy that are Insured.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore you should ensure that any information you have provided to us and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where you have provided us with information which relates to matters of your expectation or belief, it does not matter if such information turns out to be inaccurate provided that you acted in good faith when you provided us with such information. If you do not comply with your duty to make a fair presentation of the risk, your policy may not be valid or the policy may not cover you fully or at all.

You must also tell us about any facts or changes which affect your insurance and which have occurred either since the policy started or since the last renewal date.

If you are not sure whether certain facts are relevant please ask your insurance broker. If you do not tell us about relevant changes, your policy may not be valid or the policy may not cover you fully or at all.

You should keep a written record (including copies of letters) of any information you give us or your insurance broker.



James Reader

Chief Executive Officer

Covea Insurance plc

Registered in England and Wales No. 613259

Registered Office: Norman Place, Reading RG1 8DA.

Customer service information

1 Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

2 Balens Limited

This policy is arranged for you by Balens Limited.

Its Registered Office is Bridge House Portland Road Malvern WR14 2TA. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 305787. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

3 Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

4 Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

5 Promise of satisfaction and service

We are confident that your ABT Contents & Equipment policy will bring you complete satisfaction.

If this policy does not meet your needs, you have the right to cancel it for a period of 14 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel it in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims payments we have made, or may be required to pay.

Please see the General Condition - Cancellation on page 5.

6 Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.

7 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

8 Notification of a claim

If you have a claim or are aware of an incident that could result in a claim, please contact Balens Limited on 01684 893 006 or Covea Insurance plc on 0330 134 8187.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

From the moment you or your insurance broker call, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact you

- give you advice on how your claim will be dealt with and any excess you may have to pay.

In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

9 Enquiries or complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
- the information and advice you received whilst it was originally being discussed; or
- the operation or administration of the policy; or an enquiry concerning a claim that you may have made you should contact your broker.

If your complaint relates to the cover under this policy or the way a claim is/has been handled you should contact us:

The Customer Services Manager,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4JX

or telephone us on 0330 134 8194

or email us at information@coveainsurance.co.uk

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR;

telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website www.financial-ombudsman.org.uk

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

10 How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **we** process **your** personal information under **our** full Privacy Policy.

The personal information, provided by you, is collected by or on behalf of Covea Insurance plc ("**we, us, our**") and may be used by **us, our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- it is necessary for **us** to process **your** personal information to

provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to you.

- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to you. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- you have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If you object to an automated decision, **we** may not be able to offer you an insurance quotation or renewal.

How to Contact Us

Please contact us if you have any questions about **our** Privacy Policy or the information **we** hold about you:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or

email: dataprotection@coveainsurance.co.uk.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

business	the business as stated in the schedule
contents and equipment	the following property used solely in connection with your business , belonging to you or for which you are legally responsible

- office equipment
- therapy equipment
- computers and ancillary equipment
- electronic equipment
- photographic equipment
- Stock

business hours

the period during which the **premises** are occupied by **you** or **your** authorised **employees** for the purposes of the **business**

employee

any person under a contract of service or apprenticeship with **you** or supplied to or hired to or borrowed by **you** including any person under a Government or otherwise authorised work experience, training, study, exchange or similar scheme, whilst engaged in work in connection with the **business**

period of insurance

the period stated in the **schedule** as the period of insurance

premises

the buildings and the land inside the boundary of the address stated in the **schedule** where the property insured is normally kept

schedule

this provides details of **you**, the **period of insurance**, and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

territorial limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, extended to anywhere in the world for a maximum of 60 days in any one **period of insurance**

unattended vehicle

any **vehicle** left without **you**, an **employee** of **yours** or a responsible adult authorised by **you**, in attendance

vehicle

any road vehicle including trailers and containers

we, us, our

Covea Insurance plc

you, your, yours

the person, persons or company named as the Insured in the **schedule**.

General Conditions

Cancellation

You may cancel this policy by giving written instructions to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

You may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to **us** at the above address.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel your policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

We, or any agent appointed by **us**, and acting with **our** authority have the

right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
 - i. paying a premium when it is due
 - ii. co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to your last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

You or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in this policy you will be responsible for paying an **excess** in relation to each and every claim made by **you**.

If a claim is made for damage under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, we will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on your behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**

Reinstatement of sum insured

We will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended

- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for business or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing us to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require you to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise our right under the General Condition of Cancellation of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved.

We may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where you can prove that non-compliance with

the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your own insurer** for the difference and will bear a proportionate share of the loss.

General Exclusions

What you are not covered for:

1. **We** will not pay for loss, destruction or damage to property, or any cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction.
However, subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured

2. **We** will not pay for loss, destruction or damage to the property insured resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**. If **we** allege that by reason of this exclusion any loss, destruction, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

Pollution or Contamination

to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of your **family** or household be concerned as principal or accessory

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

Northern Ireland

Any loss, destruction, damage or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss,

destruction or damage or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

All Risks

What you are covered for

We will pay for loss, destruction or damage to unspecified **contents and equipment** caused by any accident or misfortune occurring within the **territorial limits**.

Limit of liability

Our liability in respect of any one occurrence will not exceed the sum insured by this section.

Sum insured

£1,000 (or as otherwise stated on the **schedule**) subject to the Underinsurance Condition

Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the sum insured and to the Limit of liability **we** will pay the cost of repairing or replacing the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- d) for the purposes of this sub-paragraph the Underinsurance Condition shall be deemed to read - whenever a sum insured is declared to be subject to this underinsurance condition, if at the time of repair or replacement the amount representing the cost which would have been incurred in repair or replacement if the whole of the property insured by any item insured hereby had been lost or destroyed exceeds the sum insured by such item at the time of the loss, destruction or damage, then **you** shall be considered as being **your own insurer** for the difference and shall bear a rateable proportion of the loss
- e) where for any reason no payment is to be made on the basis of repair or replacement as new (liability being otherwise admitted) then **our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read - following loss, destruction or damage insured by this section and subject to the adequacy of the sum insured and to the Limit of liability **we** will pay the cost of repair or replacement of the property at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

What you are not covered for

- 1 the first £100 of each claim after the application of the underinsurance condition
- 2 loss, destruction or damage caused by
 - a) wear, tear or depreciation or diminution in value
 - b) inherent vice, latent defect, faulty workmanship, defective design, plan or specification or the use of faulty materials
 - c) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - d) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - e) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
 - f) use of any article contrary to manufacturer's instructions
 - g) storm or flood unless the property is contained in an enclosed vehicle or in a building
- 3 theft from unattended vehicles, unless
 - a) all windows and other openings have been closed, all doors have been secured and any other protective devices have been put into full and effective operation
 - b) any property insured is secured in the locked boot or closed glove compartment (the locked luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
 - c) the vehicle is fitted with an alarm and immobiliser and same are in full and effective operation.

- 4 breakage of brittle articles
- 5 loss, destruction or damage whilst in the course of transit by post or postal services
- 6 losses not directly associated with the incident that caused **you** to claim.

How we share your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:.

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

How to Contact Us

Please contact us if you have any questions about our Privacy Policy or the information we hold about you:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or

email: dataprotection@coveainsurance.co.uk.



Phone: 01789 773 573 **Web:** www.abtinsurance.co.uk