



# WESTFIELD SPECIALTY

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### WORKPLACE CONTENTS INSURANCE POLICY

#### Workplace Contents

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**You** are covered under this Section only if **you** have paid an additional **premium** and 'Workplace Contents' is shown in **your schedule**.

#### Words with Special Meanings

The following definitions apply to this Section only and are in addition to the General Definitions.

Word or term	Meaning
<b>Computers</b>	Computers and ancillary equipment but excluding data or information entered by you or on your behalf.
<b>Workplace Contents</b>	<p>The contents of <b>your workplace</b> which are located and used solely within your <b>workplace</b> in connection with your business which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ul style="list-style-type: none"><li>a. <b>computers</b>;</li><li>b. furniture;</li><li>c. equipment;</li><li>d. goods held in trust, stock and samples;</li><li>e. works of art or precious metals;</li><li>f. tenants improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;</li></ul> <p><b>Money</b> and <b>personal property belonging to others</b> are not included within this definition.</p>
<b>Damage/damaged</b>	Accidental loss, theft, destruction or damage.
<b>Electronic data</b>	Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Word or term	Meaning
<b>Glass</b>	Fixed, plain or wired glass and mirrors at the <b>workplace</b> .
<b>In transit</b>	a. In transit by road, rail, water, air or by person; b. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or c. temporarily stored away from the <b>workplace</b> .
<b>Money</b>	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, for which <b>you</b> are responsible.
<b>Workplace</b>	Any location within the <b>territorial limits</b> occupied by <b>you</b> for the purpose of your business.
<b>Personal effects</b>	Articles worn, used or carried about the person, excluding cash, bank and currency notes and jewellery.

### What is covered

#### 1. Workplace contents

We agree to indemnify **you** for **damage to workplace contents**, unless specifically excluded, occurring during the **period of insurance**.

#### 2. Personal effects

We agree to indemnify **you** for **damage to personal effects** belonging to **you** or **your** partners, directors or **employees** whilst involved in the business anywhere in the world or visitors to the **workplace**; excluding:

- i. money;
- ii. any amount in excess of £1,000 any one person;
- iii. items more specifically insured elsewhere;
- iv. theft from any unattended vehicle.

#### 3. Workplace contents temporarily stored elsewhere

We agree to indemnify **you** for **damage to workplace contents** whilst temporarily stored elsewhere (for a period not exceeding 180 days) within the **territorial limits** during the **period of insurance**, excluding:

- i. laptops; and
- ii. mobile phones

#### 4. Workplace contents in transit

We agree to indemnify **you** for **damage** to **workplace contents** whilst **in transit** within the **territorial limits**, occurring during the **period of insurance**, excluding:

- a. any **damage** due to:
  - i. depreciation or deterioration unless caused by accident to the conveying vehicle;
  - ii. delay or loss of market;
  - iii. default in packing or addressing of any parcel or package;
- b. any consequential loss of any kind or description;
- c. any theft of **workplace contents** from any vehicle left unattended, unless such vehicle has all points of access closed and secured by all the locks and other protections and has all the keys removed from the vehicle;
- d. glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs;
- e. items more specifically insured under this section or policy.

#### 5. Lock replacement

We agree to indemnify **you** for the cost of replacement of locks, lock mechanisms and keys necessary to maintain the security of the **workplace** buildings following theft of keys involving force or violence against **your** director, partner or **employee** authorised to hold such keys during the **period of insurance**.

#### 6. Building damage by theft

We agree to indemnify **you** for **damage** caused by thieves to the **workplace** buildings for which **you** are legally liable in connection with theft or attempted theft during the **period of insurance**.

#### 7. Glass breakage

We agree to indemnify **you** for the reasonable and necessary costs you incur to repair or replace broken glass for which **you** are legally liable at the **workplace** building during the **period of insurance**.

The most **we** will pay in the **period of insurance** shown in **your schedule** will not exceed the sum insured shown in the **schedule**.

#### Basis of claims settlement

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

- a. for **workplace 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:
  - i. **your** liability in respect of the goods held in trust;
  - ii. 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.

### Applying average

If, at the start of the **damage**, the sum insured shown in the **schedule** for the **workplace contents** is less than the value of the **workplace contents** then the amount that **we** will pay **you** will be reduced in the same proportion.

### What is not covered

The following exclusions apply to this section and are in addition to 'Section 5: What is not covered'. **We** shall not be liable to indemnify **you** for:

- a. the excess;
- b. **damage** caused by:
  - i. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - ii. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of storm or fire;
  - iii. coastal or river erosion;
  - iv. a rise in the water table;
  - v. theft from an unattended vehicle unless the item is out of sight in a locked boot;
  - vi. frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **workspace** is occupied and in use;
  - vii. data recognition;
  - viii. a virus or hacker
- c. **damage** to property being cleaned, worked on or maintained;
- d. **damage** to any electrical or mechanical plant or equipment (other than computers) directly resulting from its own breakdown, explosion or collapse;
- e. breakdown of **computers** unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of a breakdown;
- f. **glass** that is cracked or broken at inception of the **policy**;
- g. commencement of this insurance until replaced by the Insured
- h. loss or distortion of information resulting from error or malfunction of **computers**;
- i. the value to you of any lost or distorted information;
- j. pollution or contamination except damage to insured property which is not otherwise excluded and which is caused by:
  - i. pollution or contamination which itself results from **damage** covered under this section, or
  - ii. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination;
- k. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials;
- l. unexplained loss or disappearance or inventory shortage;
- m. loss due to clerical or accounting errors;
- n. loss by fraud or dishonesty of any of **your** partner(s), director(s) or **employee(s)**;
- o. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full;
- p. consequential loss(es).

### Conditions

The following conditions apply to this section and are in addition to 'Section 7: General Conditions'.

## 1. Abandonment

There can be no abandonment of any property to **us**.

## 2. Security and Protection

You must take all reasonable steps to protect **your workplace contents** ensuring that there are security measures in place whilst in the transport vehicle and all fire alarms, security systems and physical protections of the **workplace** and any temporary storage location are in full operation.

In the event of **damage to workplace contents, you** must:

- a. notify the police if a law may have been broken;
- b. 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;
- c. give **us** prompt notice of the **damage**, including a description of how, when and where the **damage** occurred, and a description of the **workplace contents** involved;
- d. take all reasonable steps to protect **your workplace contents** from further **damage** and keep a record of your expenses necessary to protect such **workplace contents** for consideration in the settlement of the claim, This will not increase the **limit of indemnity**;
- e. at **our** request, give **us** complete inventories of the **damaged** and undamaged **workplace contents** to include quantities, costs, values and amount of loss claimed;
- f. as often as may be reasonably required, permit us to inspect the **workplace contents** to prove the **damage** and examine **your** books and records;
- g. send us a signed, sworn proof of loss containing the information **we** request to investigate the claim within 60 days;
- h. cooperate with **us** in the investigation or settlement of the claim;
- i. provide access to any person(s) relevant to the investigation of the claim including, if **we** deem it necessary, **you, your** family, representatives, agents, **employees** or other persons having care, custody or control of the **workplace contents** submitting to examinations under oath.