

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

### Special definitions for this section

<b>Tools and equipment</b>	<p>Only the following tools and equipment used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"> <li>a. plant and machinery;</li> <li>b. hand tools and portable power tools;</li> <li>c. stock, samples and goods held in trust;</li> <li>d. laptops and mobile phones;</li> <li>e. ladders;</li> <li>g. hired-in plant and machinery.</li> </ol>
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### What is covered

- We** will insure **you** against **damage** occurring during the **period of insurance** to **tools and equipment** not permanently fixed to a vehicle while:
- a. contained in **your business premises**;
  - b. being used by **you** at a contract site within the **geographical limits**, including temporary storage of the **tools and equipment** at the contract site for no more than seven consecutive days;
  - c. in transit between **your business premises** and a contract site within the **geographical limits**, including temporary storage of the **tools and equipment** within the **geographical limits** for no more than 24 consecutive-hours within:
    - i. a locked vehicle, luggage compartment, roof box, boot or trailer; or
    - ii. a locked building or secure gated compound other than at **your business premises** or a contract site.

**We** will also insure **you** against **damage** occurring during the **period of insurance** to **tools and equipment** that are permanently fixed to a vehicle while the vehicle is being used or stored by **you** for the purposes of the **business** within the **geographical limits**.

### Additional cover

**We** will also pay for the following where stated on the schedule:

Continuing hire charges	1. loss of hiring charges for which <b>you</b> are responsible under a standard hire contract arising directly from <b>damage to tools and equipment</b> insured under this section. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Debris removal	2. the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>tools and equipment</b> from <b>your business premises</b> , a temporary storage site, a contract site or the area immediately adjacent, following <b>damage</b> insured by this section. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Personal effects	3. <b>damage</b> occurring in the <b>business premises</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your</b> employees or visitors to <b>your business premises</b> provided they are not insured elsewhere. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Lock replacement	4. the costs <b>you</b> incur to replace locks, keys or passcards necessary to maintain the security of the <b>business premises</b> following theft of keys or passcards involving force or violence occurring during the <b>period of insurance</b> . The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Identity fraud	5. the following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b> : <ol style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> </ol>

## Cleaning contractors: property – tools and equipment

Policy wording

- 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.

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### What is not covered

**We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **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, roof box, boot or trailer and all security protections fitted to the vehicle are in full and effective operation;
  - f. theft of **tools and equipment** whilst unattended at **your business premises**, a temporary storage site or a contract site unless involving violent or forcible entry into or exit from a securely locked building or secure gated compound;
  - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
  - h. **date recognition**;
  - i. a **virus** or **hacker**; or
  - j. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage to property** being cleaned, worked on or maintained.
3. loss or distortion of information resulting from error or malfunction of **computers**.
4. the value to **you** of any lost or distorted information.
5. **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. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
11. any indirect losses which result from the incident which caused **you** to claim.
12.
  - a. **damage** caused solely by pollution or contamination; or
  - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
13. the amount of the **excess**.

## Cleaning contractors: property – tools and equipment

### Policy wording

14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
- a. **terrorism**;
  - b. civil commotion in Northern Ireland;
  - c. **war**;
  - d. **confiscation**;
  - e. **nuclear risks**;
  - f. **communicable disease** or the fear or threat of **communicable disease**; or
  - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 14a or 14b above, it will be for **you** to show that the exclusion does not apply.

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### 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.

Transit

The most that **we** will pay for theft of **tools and equipment** from an unattended vehicle between the hours of 6pm and 9am is £20,000 or €20,000.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **tools and equipment**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **tools and equipment**.

**We** will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **tools and equipment**; and
2. **we** establish that **your** failure to declare the total value of the **tools and equipment** was not deliberate or reckless and was a breach of **your** obligation to:
  - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
  - b. notify **us** of a change of circumstances in relation to the total value of the **tools and equipment**, which may materially affect the **policy**; or
  - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **tools and equipment** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b.ii.

If **your** failure to declare the total value of the **tools and equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

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.

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**Your obligations**

If any damage occurs

**We** will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. 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 under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

**You** must ensure that all fire alarms, security systems and physical protections are in full operation whenever the **business premises** are left unattended, unless **you** have already advised **us** that a system is not working properly. **We** may then change the terms and conditions of this **policy**.

**We** will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

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. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **business premises** are unoccupied.