

Office Contents 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.

Business Activity

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

Limit of Indemnity

Choice of limits available up to limits of £10,000 or £20,000

Period of Insurance

12 months from the Inception Date shown in your Schedule

Geographical Limits

The policy allows for Business Activity undertaken anywhere in the World or as varied or excluded in the Schedule

Applicable Courts

Any actions against the Insured must be brought in a court within the territories of Great Britain, Northern Ireland, Isle of Man or Channel Islands

Any claims brought outside these applicable courts are excluded, similarly, any proceedings brought in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts are excluded

Cover

the cost of repair or replacement against loss or damage occurring during the period of insurance to:

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

Contents

Contents means the contents of your office used in connection with your business, which belong to you or for which you are legally responsible, including

- c) computers;
- d) stock;
- e) documents;
- f) goods held in trust, stock and samples.

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

- a) laptops;
- b) television and video equipment;
- c) tools;
- d) handheld devices;

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.

Repair and replacement

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:
 - your liability in respect of the goods held in trust; or
 - 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.

Excess

Means the amount stated in the Schedule, which the insured must bear before the Insurer is liable to make any payment under the Policy.

Significant or Unusual Exclusions

- Any Claim involving death or bodily injury and/or for physical loss or damage to property unless arising directly from negligent advice or breach of duty of care in the performance of Business Activity
- Any Claim, potential Claim or Circumstance known to the Insured, or which ought to have been reasonably known to the Insured, prior to the inception of this Policy. Any Claim made against the Insured from an entity in which the Insured exercises a financial or managerial interest or Claims made by one Insured against another
- Claims arising under contractual liability unless the liability would have existed in the absence of the contract. Also, any Claim from any contract where the Insured does not either exclude or limit liability for loss of data, software, profits, turnover, revenue, sales or any other consequential loss, where reasonable to do so
- Any Claim arising from the loss or distortion of electronically held data and or date recognition failure. Also, any Claim arising out of computer viruses
- Any Claim from the recommendation, sale, supply, manufacture, installation or servicing of any goods or products
- Any Claim from any contract where the Insured does not check that they can meet the requirements of the contract
- Any fines or penalties or non-compensatory damages
- Any Claim arising from obscenity, blasphemy or pornographic material, or from any statement the Insured knew, or ought reasonably to have known, was defamatory at the time of publication
- Any claim from investment of funds, purchase/dealing of stocks or shares, administering or managing or operation of any pension or similar funds. Any Claim from express or implied performance of any investments
- Any Claim as a Registered Auditor or Licensed Insolvency Practitioner
- Any Claim arising from any survey or valuation of physical property or construction work
- Dishonest, fraudulent, criminal or malicious acts or omissions committed by employees after the Insured could reasonably have discovered or suspected improper conduct and no cover to those committing or condoning such acts or omissions
- Any Claim arising from pollution, asbestos or fungus/mould

Claims Notification and Action It is essential that you notify insurers in writing of any claims or soon as reasonably practicable, if you do not your claim may be declined due to late notification
You MUST notify of:

- a) 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.

Failure to comply with any of the above claims conditions may result in your claim being declined

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 prorata 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

Second Floor, Block A

Lefebvre Court

Lefebvre St

St Peter Port

Guernsey

GY1 2JP

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
Second Floor, Block A
Lefebvre Court
Lefebvre St
St Peter Port
Guernsey
GY1 2JP

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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

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