

Section D – Tools of Trade and Stock

Cover

We will cover you for accidental **Damage** or **Theft** occurring during the **Period of Insurance** to any **Tools of Trade** or **Stock** if shown as covered in the **Schedule** whilst at the **Premises** or whilst contained in a Vehicle under the custody or control of **You** and or your **Employee** and whilst within the **Territorial Limits**. We will pay **You** the value of such property or the amount of the **Damage** at the time of loss or, at **Our** option, repair, replace or reinstate, in accordance with the provisions of this Section.

Our liability in any one **Period of Insurance** will not exceed:

- a. the **Sum Insured**; or
 - b. the **Sum Insured** for any one item; or
 - c. any other specified limit;
- as detailed in the **Schedule** or the **Policy**.

In the event of any loss, the **Sum Insured** will be automatically reinstated from the date of the loss, unless there is written notice either by **Us** or by **You** saying otherwise. **You** will have to pay an additional premium for this.

Tools of Trade and Stock – Coverage Extension.

Where it is stated in the **Schedule**, this Section D is extended to include:

1. **Damage** or **Theft** to **Tools of Trade** used on site for the ordinary needs of the contract.
2. **Damage** or **Theft** to **Tools of Trade** or **Stock** from any vehicle between the hours of 6pm and 6am.

Section D Exclusion 3 and Exclusion 5 b), as detailed under section D exclusions of this **Policy**, will not apply.

Definitions

The following definitions apply to this Section and will keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a Section D Definition, the Definitions in Section D will prevail.

Money

Cash and currency notes, uncrossed and crossed cheques, girocheques, postal orders or money orders, unused current postage stamps, mobile phone vouchers or cards, gift tokens, consumer redemption vouchers, other vouchers or cards with monetary value, travel tickets, validated lottery tickets, scratch cards, gaming machine tokens, bankers' drafts, unexpired units in franking machines, national savings certificates, premium bonds, credit and debit card sales vouchers and value added tax purchase invoices, all belonging to **You** or for which **You** are responsible, in connection with the **Business**.

Premises

The insured address(es) specified in the **Schedule** relating to the **Business**.

Section D – Tools of Trade and Stock (continued)

Stock

Your Stock and materials in trade including finished goods and work in progress, and goods in trust for which **You** are responsible.

Sum Insured

The maximum amount as stated in the **Schedule**.

Theft

Theft of material property following violent and forcible entry to or exit from any vehicle within the **Territorial Limits** or any building at the **Premises** and theft involving violence or threat of violence to **You** or **Your** Business Partners, directors or **Employees**.

Tools of Trade

Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools), business and office equipment, computer equipment and software which are ordinarily used or needed on the site of any contract carried out by **You** or hired in for which **You** and/or **Your Employees** are responsible under a written contract of hire and in connection with the **Business**.

Basis of Settlement

1. Tools of Trade

We will pay where the property is:

- (i) damaged - the cost of repairing or restoring the damaged items;
- (ii) lost or destroyed - the cost of replacement by similar property;

to a condition substantially the same but not better or more extensive than its condition when new other than where **Policy** provisions permit and with **Our** written consent.

2. Stock

We will at **Our** option repair, replace or pay the value to **You** of the property at the time of its **Damage**.

Exclusions applicable to Section D – Tools of Trade and Stock

We will not be liable under this section for the following:

1. **Damage** caused by mechanical or electrical breakdown or derangement.
2. **Damage** or **Theft** to any motor vehicle or attached trailer other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

Section D – Tools of Trade and Stock (continued)

3. **Theft** or attempted **Theft** of any **Tools of Trade** or **Stock** from any vehicle if the loss occurs between the hours of 6pm and 6am.
4. **Damage** to any **Tools of Trade** or **Stock** caused by or consisting of:
 - a. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error, acts of fraud or dishonesty;
 - b. electrical or magnetic injury, disturbance or erasure, of electronic records other than by lightning.
5.
 - a. **Damage** to **Stock** unless it is being kept within a securely locked store, enclosed yard or contained within a vehicle.
 - b. **Damage** to **Tools of Trade** unless kept in a securely locked store or enclosed yard unless whilst contained in a vehicle.
6. **Damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions or the cost of normal upkeep, cleaning or normal repairs.
7. **Damage** to property insured caused by or consisting of:
 - a. inherent vice (a quality in property that causes it to damage or destroy itself), faulty design, defective materials, gradual deterioration, wear and tear;
 - b. corrosion, rust, wet or dry rot, oxidisation, shrinkage, evaporation, leakage, spillage, loss of weight, dampness, mould, mildew, contamination, fermentation, scratching, vermin or insect, living creatures, pets or animals;
 - c. change in temperature, frost, colour, flavour, texture or finish or action of light, atmospheric or climatic conditions.
8. **Damage** or **Theft** in respect or movable property insured in the open or in open-sided structures, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
9. **Damage** or **Theft** in respect of **Money**.
10. **Damage** or **Theft** to Jewellery, furs, watches, precious stones, precious metals, bullion, curiosities, unless agreed by **Us** in writing.
11. **Damage** or **Theft** to automatic payment machines, vending machines, mechanical rides, display cases and their contents situated at **Your Premises**, unless agreed by **Us** in writing.

Section D – Tools of Trade and Stock (continued)

Conditions applicable to Section D – Tools of Trade and Stock

Excess applicable to Section D

Before **We** cover **You** under this **Section**, **You** will be responsible for any **Excess** as stated in the **Schedule**.