

THEFT

DEFINED EVENTS

Loss of or damage to property as a result of, or during the course of, theft as described below:

1. Theft (non-forcible entry) (if stated as included in the schedule)

Loss of or damage to all contents (the property of the Insured or for which they are responsible but excluding goods in the open and employees' personal effects) of any insured building at the insured premises described in the schedule as a result of theft or any attempt thereat but excluding loss of or damage to any liquor or cigarettes unless such loss of or damage to liquor or cigarettes is accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft or any attempt thereat following violence or threat of violence.

2. Damage to buildings (if stated as included in the schedule)

- 2.1 Loss of or damage to the buildings (including landlord's fixtures and fittings) at the insured premises, whether accidental or by the deliberate or willful or wanton act of any person in the course of defined event 1 whether or not such defined event is reflected as included in the schedule;
- 2.2 Damage to gates and fences at the insured premises in the course of defined event 1 whether or not such defined event is reflected as included in the schedule;
- 2.3 the Company will reimburse the Insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section,

provided that the Company's aggregate liability for 2.1 to 2.3 combined shall not exceed the insured amount stated in the schedule in respect of any one event.

3. Tenant's fixtures and fittings forming part of the building (non-forcible) (if stated as included in the schedule)

Loss of or damage to fixtures and fittings being the property of the Insured or for which he is responsible forming part of the building(s) occupied by the Insured as tenant and not as owner at the insured premises stated in the schedule, as a result of theft or any attempt thereat.

CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

Additional premises (if stated as included in the schedule)

The insurance under this section extends to cover loss of or damage to all contents (the property of the Insured or for which they are responsible) in a building at any additional premises used by the Insured provided that:

1. such additional premises are advised to the Company within 30 days from the time the risk attaches to the Company;
2. an additional premium, if any, is paid;
3. the Company's liability in respect of this extension shall not exceed the percentage stated in the schedule against the insured amount of this extension multiplied by the highest insured amount of "Theft" of any one premises.

Personal effects (if stated as included in the schedule)

Without increasing the liability of the Company beyond the insured amount of the defined event relating to contents, the term "all contents" includes personal effects, tools and pedal cycles the property of the Insured or any principal, partner, director or employee of the Insured in so far as such property is not otherwise insured up to the insured amount (per person) stated in the schedule. The term contents also includes guests and customers' personal effects in so far as such property is not otherwise insured up to the insured amount (per item) stated in the schedule.

Concealed thieves and skeleton keys

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by:

1. a thief or thieves being concealed on the insured premises before close of business;
2. entry to and/or exit from the premises being effected by use of a skeleton key or other similar device, (excluding a duplicate key) provided that the Insured shall establish to the satisfaction of the Company that such a skeleton key or device was used.

LIMITATIONS

The Company's liability in respect of documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds is restricted to the value of materials and sums expended in labour.

SPECIFIC EXCLUSIONS

The Company shall not be liable for:

1. loss or damage which can be insured under the Fire section of this policy except in the case of explosion caused in an attempt to effect entry;
2. loss or damage insurable under the Glass section of this policy;
3. property more specifically insured or, unless specified in the schedule, cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature;
4. loss or damage in which any principal, partner, director or any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory.

SPECIFIC CONDITION

1. This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the Company;
2. The maximum amount payable by the Company is limited to the insured amount stated in the schedule and if in the schedule against "Basis for theft" it states "All buildings on the premises", it shall mean that the insured amount shall be the maximum amount payable by the Company for any one event for all buildings on the premises combined and not to each building individually.