

Property – away and in transit (technology)

Policy wording

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

Special definitions for this section

Contract location	Any location within the United Kingdom where you have a contract to carry out your activities .
Insured property	<p>The property used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> 1. computers; 2. equipment; 3. stock; 4. research and development property, including prototypes; 5. tools, plant and machinery; 6. event and exhibition equipment; 7. hired-in equipment; 8. documents; and 9. accessories associated with any of the above. <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation; b. any watercraft, marine rig or platform, hovercraft, aircraft or other aerial device; c. buildings, land and water; d. money; or e. any item attached to any of the above.
In transit	<ol style="list-style-type: none"> 1. In transit by road, rail, water, air or by person; 2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or 3. temporarily housed overnight away from any specified or unspecified premises in the course of transit, <p>within the United Kingdom or any other territory in which cover is provided for insured property, as stated in the schedule.</p>
Standard hire contract	Any contract for the hire of your property which requires the hirer to indemnify you for damage to such property (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.
Unattended property	Any item of property which is not under the personal supervision of you or anyone authorised by you .
What is covered	We will insure you against damage occurring during the period of insurance to insured property at any location stated in the schedule. This includes damage occurring during the period of insurance to insured property while in transit but not damage to insured property while hired out:
Damage to property hired out	If stated in the schedule, we will also insure you against damage occurring during the period of insurance to insured property while hired out.

Additional cover	The following are also provided up to the amount stated in the schedule:	
Incompatibility of software	1.	where insured damage to computers results in existing software being incompatible with the replacement computers , at our option we will pay for: <ol style="list-style-type: none"> i. the necessary modifications to the replacement computers; or ii. the conversion of the existing software into a format that is compatible with the replacement computers; and
	b.	the cost of replacing incompatible data-carrying media.
Reconstitution of electronic data	2.	the reasonable costs of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of documents	3.	the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Alternative hire costs	4.	the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Continuing hire charges	5.	continuing hire charges for insured property hired in by you while the insured property is being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided: <ol style="list-style-type: none"> you are legally liable for such costs under a written contract; and we have made payment or admitted liability for such damage.
Loss of hire fees	6.	loss of fees you would have received for the hire of your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Alternative vehicle costs	7.	if a vehicle or craft transporting insured property is disabled as a result of damage occurring during the period of insurance , the reasonable costs you incur in: <ol style="list-style-type: none"> transferring the insured property to another vehicle or craft; or hiring an alternative vehicle or craft of similar specification and capacity; in order to fulfil your commitments to deliver the insured property to its intended destination within the United Kingdom or to return it to its place of dispatch, provided: <ol style="list-style-type: none"> the damage is not otherwise excluded by any property section of this policy; and payment has been made or liability admitted by the insurer under any insurance covering such damage.
Reloading fallen property	8.	the reasonable costs of reloading insured property in the event of it falling accidentally from the transporting vehicle or craft while in transit during the period of insurance .
Loss prevention costs	9.	the reasonable and necessary costs you incur to protect the insured property from imminent insured damage occurring during the period of insurance .
Removal of debris	10.	the reasonable costs and expenses you incur for clearance of the debris of insured property following damage covered under this section.
Additions to insured property	11.	damage occurring during the period of insurance to any additional insured property , provided you tell us the additional values as soon as possible and pay the appropriate premium. We may then 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.

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 the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. theft of **unattended property** away from any **specified or unspecified premises** unless the item is stored in a securely locked room or building;
 - g. theft by deception of any item that **you** have hired out, unless **you** have:
 - i. obtained and verified at least two trade references for each hirer; and
 - ii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
 - iii. retained a copy of the credit card details of the hirer; and
 - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer;
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item while :
 - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
4. loss or distortion of information resulting from **failure** of any **insured property**.
5. the value to **you** of any lost or distorted information.
6. **damage** to any item directly resulting from its own **failure**.
7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
8. unexplained loss or disappearance or inventory shortage.
9. loss due to clerical or accounting errors.
10. loss by fraud or dishonesty other than the direct physical theft of **property**.
11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
12. a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at any of the covered locations stated in this section other than where resulting from **failure**; or
 - b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
13. the amount of the **excess**.
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**;
- g. any fear or threat of 14.a. to 14.f. above; or
- h. any action taken in controlling, preventing, suppressing or in any way responding to 14.a. to 14.g. above.

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

- 15. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**
 - b. a **hacker** or fear or threat of a **hacker**; or
 - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

- 16. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- 17. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have complied with the conditions in **What is not covered** 1. g.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule.

Repair and replacement

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

- 1. for **insured property** other than **stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
- 2. for **stock** other than second-hand merchandise goods, samples and goods held in trust, the cost of repair or replacement at the cost price to **you**.
- 3. for second-hand merchandise goods and samples, the cost of repair or replacement at the trade market value.
- 4. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment;
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
- 5. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust;
 - b. the cost of repair or replacement at the trade market value of such goods.
- 6. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

Pairs and sets

If any **insured property** that has an increased value because it forms part of a pair or 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 **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Special limits

Damage outside the EU and UK	Where covered, the most we will pay for damage occurring outside of the European Union, the United Kingdom and Gibraltar is the amount insured stated in the schedule for damage to insured property anywhere in the world.
Damage outside the UK	Where covered, the most we will pay for damage to insured property occurring outside of the United Kingdom is the combined total of the amounts insured stated in the schedule for damage to insured property : <ol style="list-style-type: none"> 1. in the European Union; and 2. anywhere in the world.
Damage within the UK	Where covered, the most we will pay for damage to insured property occurring anywhere in the United Kingdom is the combined total of the amounts insured stated in the schedule for damage to insured property : <ol style="list-style-type: none"> 1. in the United Kingdom; 2. in the European Union; and 3. anywhere in the world.
Specific locations	The most we will pay for damage to insured property at any contract location, event location, employee's home, specified or unspecified premises is the combined total of the amounts insured stated in the schedule for damage to insured property : <ol style="list-style-type: none"> 1. at each location; and 2. in the United Kingdom, the European Union and anywhere in the world.
Limit per vehicle or craft	The most we will pay for damage to insured property in any one vehicle or craft while in transit is the amount stated in the schedule.
Hired-out property	The most we will pay for damage to insured property while hired out by you other than under a standard hire contract is the amount stated in the schedule. This is included within, and not in addition to, the amount insured for hired-out insured property stated in the schedule.

Your obligations

If any damage occurs	We will not make any payment under this section unless you : <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. 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; 3. notify us of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of yours within ten working days of its discovery by you; 4. report to the police or relevant local authority, as soon as reasonably possible, any damage arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and 5. 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.
Backing-up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Unoccupancy	You must tell us immediately if the buildings at any specified or unspecified premises , including any self-contained areas of the buildings, 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 for damage occurring while the buildings are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at any **specified or unspecified premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirement 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 for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Hiring in equipment

When hiring in **insured property** **you** must complete and record an inventory check and inspect all **insured property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **insured property**. Upon returning the **insured property** to the hire company **you** must only return the **insured property** to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions 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.