

Property at third party premises (Technology)

Policy wording

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

What is covered	We will insure you against damage occurring during the period of insurance to portable property at third party premises and any other items as specified in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Money	<ol style="list-style-type: none"> 1. Damage occurring during the period of insurance to money belonging to you and held in connection with your business at third party premises: <ol style="list-style-type: none"> a. while carried about the person of anyone employed by you under a contract of service; or b. in a locked safe.
Reconstitution of electronic data	<ol style="list-style-type: none"> 2. The reasonable cost of reconstitution of data as a direct result of damage covered under this section.
Reconstitution of other business documents	<ol style="list-style-type: none"> 3. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business, if such documents have been lost or destroyed as a direct result of damage covered under this section.
Personal assault following robbery or attempted robbery	<ol style="list-style-type: none"> 4. Compensation as shown in the schedule if any partner, director trustee or employee is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance at third party premises and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance.
Continuing hire charges	<ol style="list-style-type: none"> 5. Continuing hire charges for portable property hired in by you whilst such portable equipment is being repaired as a direct result of damage occurring during the period of insurance, provided: <ol style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Loss prevention costs	<ol style="list-style-type: none"> 6. The reasonable and necessary costs you incur to protect the portable property from imminent insured damage occurring during the period of insurance.
Removal of debris	<ol style="list-style-type: none"> 7. The necessary and reasonable costs and expenses you incur to remove debris of portable property from the third party premises or the area immediately adjacent, following damage insured by this section.
Incompatibility of software	<ol style="list-style-type: none"> 8. 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"> a. the necessary modifications to the replacement computers; or b. the conversion of the existing software into a format that is compatible with the replacement computers; and the cost of replacing incompatible data-carrying media.

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. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing;
 - f. a **virus** or **hacker**;
 - g. **flood**, **storm** or **earth movement** unless the insured **portable property** is in a building of **standard construction**;
2. **damage** to:
 - a. property being cleaned, worked on or maintained;
 - b. **contract works**;
 - c. **property in transit**.
3. **damage** to any **portable property** or electrical or mechanical plant or equipment directly resulting from its own **failure**;
4. **damage** caused by theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
5. **damage** caused by theft, attempted theft or malicious damage, other than theft from an unattended vehicle, unless it involves entry, or exit, by forcible or violent means;
6. **damage to personal effects**;
7. loss or distortion of information resulting from error or malfunction of **computers**;
8. the value to **you** of any lost or distorted information;
9. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials;
10. unexplained loss or disappearance or inventory shortage;
11. loss due to clerical or accounting errors;
12. loss by fraud or dishonesty of any partner, director, trustee or **employee of yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**;
13. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full;
14. any indirect losses which result from the incident which caused **you** to claim;
15. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination;
16. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.
If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
17. **war, confiscation and nuclear risks**;
18. the amount of the **excess**.

How much we will pay

Repair and replacement

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

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

1. for **portable property** other than **stock, prototypes** or hired-in equipment, the cost of repair or replacement as new;
2. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second-hand **stock**, the cost of repair or replacement at the trade market value;
4. for hired-in equipment or goods held in trust, the lesser of:
 - a. **your** liability in respect of the hired-in equipment or goods held in trust;
 - b. the cost of repair or replacement at the trade market value of such equipment or goods;
5. 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.

Personal assault following robbery or attempted robbery

We will not pay compensation under more than one heading in the schedule for the same injury.

Pair and sets

If any **portable equipment** which has an increased value because it forms part of a pair or set is **damaged** 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 **portable 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.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

You must report to the police or An Garda Síochána, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

You must 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.

Protections

Where **you** are responsible for or in control of any fire alarm, security systems and physical protections at the **third party premises**, **we** will not make any payment under this section unless **you** ensure that such alarms, systems and protections are in full operation whenever the **third party premises** is left unattended. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**.

Backing up electronic data

We will not make any payment for the costs of **reconstitution of data** unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **third party premises**.

Unoccupancy

You must tell **us** immediately if the buildings at the **third party premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 60 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the buildings at the **third party premises** are unoccupied or not being used. **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.