

## Property - portable equipment

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

Hacker

Anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically.

Personal effects

Articles worn, used or carried about the person.

Portable equipment

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

- 1. **computers** including laptops and tablets;
- 2. mobile phones;
- 3. television and video equipment;
- 4. tools:
- 5. accessories associated with any of the above;
- 6. goods held in trust.

#### What is covered

We will insure you against damage occurring during the period of insurance to portable equipment within the geographical limits.

#### **Additional cover**

The following are also provided up to the amount shown in the schedule:

Reconstitution of electronic data

 the reasonable costs of reconstituting the data you need to continue your business, if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.

Additions to portable equipment

damage occurring during the period of insurance to any additional portable
equipment, provided you tell us the additional values as soon as possible and pay the
appropriate premium.

#### What is not covered

We will not make any payment for:

- 1. damage caused by:
  - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
  - b. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
  - c. a virus or hacker;
  - d. dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire.
- damage to portable equipment away from the business premises unless the portable
  equipment is in your care, custody, or control at all times or otherwise secured in a
  locked hotel room or safe, or other similar securely locked room or premises.
- damage to portable equipment being cleaned, worked on or maintained.
- 4. damage to any portable equipment directly resulting from its own failure.
- damage to personal effects.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 7. loss or distortion of information resulting from error or malfunction of portable equipment.
- 8. the value to **you** of any lost or distorted information.



## Property - portable equipment

### Policy wording

- 9. unexplained loss or disappearance.
- loss by fraud or dishonesty of any partner, director or employee of yours, unless the loss is notified to us within ten working days of its discovery by you.
- 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 exclusion, it will be for you to show that the exclusion does not apply.
- 12. any indirect losses which result from the incident which caused you to claim.
- 13. war, confiscation and nuclear risks.
- 14. the amount of the excess.

# How much we will pay

We will pay up to the amount insured shown 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 portable equipment the cost of repair or replacement as new;
- 2. for goods held in trust, the lesser of:
  - i. your liability in respect of the goods held in trust;
  - ii. the cost of repair or replacement at the trade market value of such goods.

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **portable equipment**, the amount **we** pay will be reduced in the same proportion as the under insurance.

Other interests

Any payment **we** make 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 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.

**You** must arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **portable equipment**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

**We** will not make any payment for reconstitution of electronic 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 **business premises**.