

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

---

**Special definitions for this section**

<b>Hacker</b>	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
<b>Personal effects</b>	Articles worn, used or carried about the person.
<b>Portable equipment</b>	Portable equipment used in connection with <b>your business</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"><li>1. <b>computers</b> including laptops and tablets;</li><li>2. mobile phones;</li><li>3. television and video equipment;</li><li>4. tools;</li><li>5. accessories associated with any of the above;</li><li>6. goods held in trust.</li></ol>

---

**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	1. the reasonable costs of reconstituting the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted as a direct result of <b>damage</b> covered under this section.
Additions to portable equipment	2. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>portable equipment</b> , provided <b>you</b> tell <b>us</b> 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:
  - a. 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.
2. **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.
3. **damage** to **portable equipment** being cleaned, worked on or maintained.
4. **damage** to any **portable equipment** directly resulting from its own **failure**.
5. **damage** to **personal effects**.
6. 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.
10. 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**.
11.
  - 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**
15. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

---

### How much we will pay

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.</p> <p>At <b>our</b> option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>portable equipment</b> the cost of repair or replacement as new;</li> <li>2. for goods held in trust, the lesser of:           <ol style="list-style-type: none"> <li>i. <b>your</b> liability in respect of the goods held in trust;</li> <li>ii. the cost of repair or replacement at the trade market value of such goods.</li> </ol> </li> </ol>
Under insurance	<p>If, at the time of <b>damage</b>, the <b>amount insured</b> is less than 85% of the total value of the <b>portable equipment</b>, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.</p>
Other interests	<p>Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>portable equipment</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>

---

### Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered.</p> <p><b>You</b> must report to the police or relevant local authority, as soon as reasonably possible, any <b>damage</b> arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p><b>You</b> must arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>portable equipment</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p>
Backing-up electronic data	<p><b>We</b> will not make any payment for reconstitution of electronic data unless <b>you</b> 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 <b>business premises</b>.</p>