

## 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.

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

**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**.

19. 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**

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**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.

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**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.