

# Portable equipment

## What is covered

### a Damage to property

If the **portable equipment**, or any part of the **portable equipment** is **damaged** during the period of insurance shown in the policy schedule, **we** will, at **our** option, either

- pay **you** the value of the **portable equipment** at the time of the **damage**, or
- restore, repair, or replace the **portable equipment** or any part of the **portable equipment** that was **damaged**.

#### How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed the sum insured shown in the policy schedule for this section of cover.

The most **we** will pay in the period of insurance shown in the schedule for **portable equipment** left unattended at an exhibition venue is £5,000. This amount is not in addition to the sum insured shown in the policy schedule for this section of cover.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to each incident or event of **damage**.

#### Reinstatement basis of settlement

In the event of **damage** to **portable equipment**, **we** will calculate the amount **we** will pay **you** on a **reinstatement** basis.

#### Restoring the sums insured

Following **damage** which is insured under this section of cover the sums insured will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

#### Applying average

If, at the start of the **damage**, the sum insured shown in the policy schedule for the **portable equipment** is less than the value of the **portable equipment** then the amount that **we** will pay **you** will be reduced in the same proportion.

This clause will not apply if the amount we pay you is calculated on a **reinstatement** basis

### b Computer breakdown

Despite exclusions 10 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, if **your computer equipment** breaks down caused by an electrical or mechanical malfunction, failure or derangement (whether or not accompanied by visible damage to or physical breaking of any parts) during the period of insurance shown in the policy schedule **we** will, at **our** option,

- pay **you** the value of the **computer equipment** at the time of the breakdown, or
- repair, restore or replace the **computer equipment** or any part of the **computer equipment** that has broken down, or
- pay you the costs incurred in the reconstitution of any data stored on **your computer equipment** needed in order to continue **your business**.

**We** will not pay **you**

- if the breakdown is a result of gradual deterioration, wear and tear, inherent defect or a **computer virus**

- if the **computer equipment** is more than 10 years old from the date of manufacture
- if **you** have not taken all reasonable steps to make back-up copies of all data at least once a week and retained copies away from the **premises**
- if the **computer equipment** is not maintained, serviced or updated in accordance with the manufacturers recommendations.

#### How much we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule will not exceed £5,000.

**We** will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of breakdown.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay **you** for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 4 Confiscation etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

#### 5 Mould

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

#### 6 Other insurance

**We** will not pay **you** more than **our** rateable proportion where **you** are entitled to payment under any other insurance.

#### 7 Wear and tear

**We** will not pay **you** for **damage** caused by or consisting of

- wear and tear
- depreciation
- gradual deterioration
- vermin, moth or insects
- fungus
- condensation
- any gradually operating cause, or
- any process of cleaning, dyeing, repairing or renovation.

#### 8 Unexplained Shortages

**We** will not pay **you** for **damage** caused by or consisting of unexplained disappearance or inventory shortage

#### 9 Unattended property

**We** will not pay **you** for **damage** to **portable equipment** caused or consisting of

- unexplained shortage or disappearance
- theft whilst the **portable equipment** is left unattended.

However, with regard to **portable equipment** left

- in vehicles, provided that
  - the **portable equipment** is concealed in a locked boot area within the vehicle, and
  - all points of access to the vehicle are securely locked and security devices put in full and proper operation, and
  - force is used to gain entry to the vehicle and the entry causes external and visible damage to the vehicle

then this exclusion shall not apply to

- theft or attempted theft of **portable equipment** from an unattended vehicle or
- theft of **portable equipment** where the vehicle is stolen at the same time.

- at an exhibition venue, provided that
  - the **portable equipment** is in a locked display case, cabinet or locker
  - force is used to gain entry to the **portable equipment**
 then this exclusion shall not apply.

## 10 Electronic data

**We** will not pay **you** against **damage**, distortion, erasure, corruption or alteration of **electronic data** from any cause (including **computer virus**) or any resulting loss of use, reduction in functionality, cost or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the **damage**, distortion, erasure, corruption or alteration.

This exclusion does not exclude physical **damage**, distortion, erasure, corruption or alteration directly caused by fire or explosion.

## 11 Mechanical/electrical breakdown

**We** will not pay **you** for **damage** caused by or consisting of mechanical or electrical breakdown of the **portable equipment** unless caused by accidental damage to the exterior of the **portable equipment**.

## 12 False pretence

**We** will not pay **you** for **damage** caused by the voluntary parting with title or possession of any **portable equipment** insured if induced by any fraudulent scheme, trick, device or false pretence.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Damage/damaged** means accidental loss, destruction or damage

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is £250.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule.

**Portable equipment** means portable equipment owned by you or for which **you** are legally responsible, used in connection with **your business** including

- **computer equipment**
- photographic equipment
- mobile telephones, or
- equipment, props, exhibits, instruments and aids

other than,

- equipment whilst fitted to a vehicle
- works of art (not including **your** own work), items of gold, silver or other precious metals, or personal effect (including jewellery and watches).

**Reinstatement** means the carrying out of the following work:

- where the **portable equipment** is lost or destroyed its replacement by similar **portable equipment** in a condition equal to but not better or more extensive than its condition when new
- where **portable equipment** is damaged, the repair of the **damage** and the restoration of the **damaged** portion of the **portable equipment** to a condition substantially the same as but not better or more extensive than its condition when new.