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
  o the portable equipment is concealed in a locked boot area within the vehicle, and
  o all points of access to the vehicle are securely locked and security devices put in full and proper operation, and
  o 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
  o theft or attempted theft of portable equipment from an unattended vehicle or
  o theft of portable equipment where the vehicle is stolen at the same time.
• at an exhibition venue, provided that
  o the portable equipment is in a locked display case, cabinet or locker
  o 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 that 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.