



WESTFIELD SPECIALTY

WESTFIELD SPECIALTY

PORTABLE BUSINESS EQUIPMENT INSURANCE POLICY

Portable Business Equipment

You are covered under this Section only if **you** have paid an additional **premium** and 'Portable Business Equipment' is shown in **your schedule**.

Words with Special Meanings

The following definitions apply to this Section only and are in addition to the General Definitions.

Word or term	Meaning
Computers	Computers, laptops, tablets and ancillary equipment but excluding data or information entered by you or on your behalf.
Damage/damaged	Accidental loss, theft, destruction or damage.
Electronic data	Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
In transit	a. In transit by road, rail, water, air or by person; b. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or c. temporarily housed away from the workplace.
Workplace	Any location within the territorial limits used by you for the purpose of your business, not including your home or permanent place of business.
Portable business equipment	Portable business equipment used in connection with your business which belongs to you or for which you are legally responsible, including: <ul style="list-style-type: none">• computers including laptops and tablets;• mobile phones;• television and video equipment;• event and exhibition equipment;• tools, plant, equipment and machinery:• accessories associated with any of the above;• goods held in trust.• stock and samples

Word or term	Meaning
Tools, plant, equipment and machinery	Tools, plant, equipment and machinery specifically designed for and capable of being carried or moved from one location to another

What is covered

We agree to cover **you** for **damage to your portable business equipment**, unless specifically excluded, occurring within the **territorial limits** during the **period of insurance** at:

- a. the **workplace**, or
- b. **in transit**.

We will, at **our** option, either

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

The most **we** will pay in the **period of insurance** shown in **your schedule** will not exceed the sum insured shown in the **schedule**, and in the aggregate, for this section.

Reinstatement basis of settlement

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

Applying average

If, at the start of the **damage**, the sum insured shown in the **schedule** for the **portable business equipment** is less than the value of the **portable business 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

What is not covered

The following exclusions apply to this section and are in addition to 'Section 5: What is not covered' of the Medical Malpractice, Professional Indemnity and Public Liability Insurance wording.

We shall not be liable to indemnify **you** for:

- a. the excess;
- b. **damage** to property being cleaned, repaired or maintained;
- c. mechanical breakdown, latent defects, inherent vice, spoilage, gradual deterioration or wear and tear;
- d. electrical disturbances to electrical devices of any kind (including wiring) due to electrical currents artificially generated, unless fire or explosion resulting in **damage** by such fire explosion shall not be excluded;

- e. corrosion, rust, dryness or dampness of atmosphere, light exposure or extremes of temperature, unless as a result of fire or flood;
- f. rodents, insects or vermin;
- g. dishonesty, including theft and fraud, any mysterious disappearance or any loss or shortage disclosed on taking inventory on **your** part, or any party who has an interest in this **policy** and/or **your employees** or agents;
- h. theft from an unattended vehicle unless the **portable business equipment** is completely hidden within the boot, storage compartment or trailer of the vehicle and all security measures were in operation;
- i. theft of unattended **portable business equipment** unless stored in a securely locked room or building;
- j. indirect, consequential, remote loss or **damage**;
- k. loss of use, delay or loss of business;
- l. faulty or improper material, workmanship, design, or defect;
- m. insolvency or any financial impairment of any person or organisation to whom the **portable business equipment** may be entrusted;
- n. **electronic data**.

Conditions

The following conditions apply to this section and are in addition to 'Section 7: General Conditions' of the Medical Malpractice, Professional Indemnity and Public Liability Insurance wording.

1. Abandonment

There can be no abandonment of any property to **us**.

2. Security and Protection

You must take all reasonable steps to protect your **portable business equipment** ensuring that there are security measures in place whilst in the transport vehicle and all fire alarms, security systems and physical protections of the workplace and any temporary storage location are in full operation.

3. In the event of **damage** to **your portable business equipment**, **you** must:

- a. notify the police if a law may have been broken;
- b. notify any third-party carrier of the insured property of any **damage** **you** discover within the time limits for notification of **damage** stipulated in **your** contract of carriage with them;
- c. give **us** prompt notice of the **damage**, including a description of how, when and where the **damage** occurred, and a description of the **portable business equipment** involved;
- d. take all reasonable steps to protect **your portable business equipment** from further **damage** and keep a record of your expenses necessary to protect such **portable business equipment** for consideration in the settlement of the claim. This will not increase the **limit of indemnity**;
- e. at **our** request, give **us** complete inventories of the **damaged** and undamaged **portable business equipment** to include quantities, costs, values and amount of loss claimed;
- f. as often as may be reasonably required, permit us to inspect the **portable business equipment** to prove the **damage** and examine **your** books and records;

- g. send us a signed, sworn proof of loss containing the information **we** request to investigate the claim within 60 days;
- h. cooperate with **us** in the investigation or settlement of the claim;
- i. provide access to any person(s) relevant to the investigation of the claim including, if **we** deem it necessary, **you, your** family, representatives, agents, **employees** or other persons having care, custody or control of the portable business equipment submitting to examinations under oath.