



WEDDING  
RETAILER  
INSURANCE





## Professional insurance portfolio

### Policy wording

#### A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

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### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



**Ben Horton**

Executive Director, Hiscox Underwriting Ltd  
Chief Underwriting Officer, Hiscox UK

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### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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## General terms and conditions

### General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

### Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

### Business

**Your** business or profession as shown in the schedule.

### Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ul style="list-style-type: none"> <li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li> <li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ul>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> <li>a. is committed for political, religious, ideological or similar purposes; and</li> <li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c. <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul>
<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.

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**General conditions** The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk	1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.



have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds	<p>8. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Aggregate limit	<p>9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p>
Rights of third parties	<p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

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## General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations	<p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b> in accordance with the terms of each section; and</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ol> <p>2. <b>You</b> must:</p> <ol style="list-style-type: none"> <li>a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and</li> <li>b. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ol> <p>If <b>you</b> fail to do so, <b>you</b> shall be liable to <b>us</b> for an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with this obligation, which <b>we</b> may deduct from any payment <b>we</b> make under this <b>policy</b>.</p>
Fraud	<p>3. If <b>you</b> or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then:</p> <ol style="list-style-type: none"> <li>a. <b>we</b> shall be entitled to give <b>you</b> notice of termination of the <b>policy</b> with effect from</li> </ol>

the date of any fraudulent act or claim or the provision of such false information;

- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

- 4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

## Property definitions

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### Special definitions for all property sections

<b>Activities</b>	<b>Your</b> activities declared to <b>us</b> and accepted by <b>us</b> , or the business activities stated on the schedule.
<b>Amount insured</b>	The most <b>we</b> will pay as stated in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Breakdown</b>	<ol style="list-style-type: none"> <li>1. Breaking, failure, distortion or burning out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work;</li> <li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li> <li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li> </ol>
<b>Buildings</b>	<p>The buildings, which belong to <b>you</b> or for which <b>you</b> are legally responsible, at the premises stated in the schedule, including:</p> <ol style="list-style-type: none"> <li>1. outbuildings and annexes;</li> <li>2. fixtures and fittings, fixed fuel tanks;</li> <li>3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;</li> <li>4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li> </ol> <p>The land at the premises is not included within this definition.</p>
<b>Communicable disease</b>	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
<b>Computers</b>	Computers, <b>handheld devices</b> and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including software and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li> </ol> <p>any <b>computer or digital technology</b>.</p>
<b>Cyber attack</b>	<p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause <b>damage</b> to:</li> </ol> <p>any data or <b>computer or digital technology</b>, including but not limited to any:</p>

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

<b>Damage</b>	Accidental physical loss or physical damage.
<b>Declared amount</b>	Any amount stated in the schedule which <b>you</b> have declared as: <ol style="list-style-type: none"> <li>1. <b>your</b> actual <b>income</b> or <b>gross profit</b> or <b>fees</b>;</li> <li>2. the total replacement value of <b>your contents</b>; or</li> <li>3. the total costs of rebuilding <b>your buildings</b>.</li> </ol>
<b>Earth movement</b>	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or <b>subsidence</b> and any ensuing tsunami.
<b>Employee's home</b>	The home of any partner, director, trustee, committee member, employee or volunteer of <b>yours</b> within the <b>United Kingdom</b> .
<b>Equipment</b>	Equipment, which belongs to <b>you</b> or for which <b>you</b> are legally responsible: <ol style="list-style-type: none"> <li>1. built to operate under vacuum or pressure, other than the weight of contents; or</li> <li>2. used for the generation, transmission or utilisation of energy.</li> </ol> <p><b>Computers</b> are not included in this definition.</p>
<b>Event location</b>	Any location within the <b>United Kingdom</b> where <b>you</b> are attending a promotional event or exhibition in connection with <b>your activities</b> .
<b>Explosion or collapse</b>	<ol style="list-style-type: none"> <li>1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured <b>equipment</b> together with forcible ejection of the contents; or</li> <li>2. sudden and dangerous distortion of any part of the insured <b>equipment</b> caused by crushing stress by force of steam or other fluid pressure.</li> </ol> <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
<b>Failure</b>	<b>Damage</b> caused by: <ol style="list-style-type: none"> <li>1. electrical or mechanical <b>breakdown</b>, including rupture or bursting caused by centrifugal force;</li> <li>2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;</li> <li>3. <b>explosion or collapse</b> of <b>equipment</b> owned or leased by <b>you</b> or under <b>your</b> control and operating under steam or other fluid pressure;</li> <li>4. any condition or event, not otherwise excluded by this section, occurring inside <b>equipment</b> operating under steam or other fluid pressure;</li> <li>5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or</li> <li>6. operator error.</li> </ol>
<b>Fees</b>	The difference between <b>your income</b> , and the sum of the wage roll of persons supplied to all clients by <b>you</b> under contract and <b>uninsured working expenses</b> .
<b>First loss limit</b>	Any <b>amount insured</b> stated in the schedule as a first loss limit, where, with <b>our</b> consent, <b>you</b> have selected a limit that is less than the <b>declared amount</b> .
<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.

<b>Gross profit</b>	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Handheld devices</b>	Handheld electronic devices used in connection with <b>your</b> activities which belong to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"> <li>1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories;</li> <li>2. laptops, tablets, PDAs and wearable technology.</li> </ol>
<b>Identity fraud</b>	Someone, or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Income</b>	The total income of <b>your business</b> or <b>your activities</b> .
<b>Insured damage</b>	<b>Damage</b> , other than <b>failure</b> , to <b>property</b> occurring during the <b>period of insurance</b> provided that: <ol style="list-style-type: none"> <li>1. the <b>damage</b> is not otherwise excluded by the buildings, contents or other property section of this <b>policy</b>; and</li> <li>2. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li> </ol>
<b>Insured failure</b>	<b>Failure</b> of <b>equipment, computers</b> , oil or water storage tanks and other insured items occurring during the <b>period of insurance</b> provided that: <ol style="list-style-type: none"> <li>1. the <b>failure</b> is not otherwise excluded by the equipment breakdown section of this <b>policy</b>; and</li> <li>2. payment has been made or liability admitted by <b>us</b> under the equipment breakdown section of this <b>policy</b>.</li> </ol>
<b>Insured premises</b>	The space <b>you</b> occupy at the premises stated in the schedule. This includes any outbuildings and annexes <b>you</b> occupy on the same premises.
<b>Money</b>	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b> .
<b>Production or process equipment</b>	Any <b>equipment</b> which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such <b>equipment</b> and any other machine or apparatus used exclusively with such <b>equipment</b> .
<b>Property</b>	Tangible property.
<b>Prototype</b>	A sample or model built to test a concept or process.
<b>Reconstitution of data</b>	Reconstitution of the data <b>you</b> need to continue <b>your activities</b> , if <b>your</b> electronic records and electronic data have been lost or distorted.
<b>Rent</b>	Rent: <ol style="list-style-type: none"> <li>1. for the <b>insured premises</b> that <b>you</b> must legally pay while the <b>insured premises</b> or any part of it is unusable as a result of <b>insured damage, insured failure</b> or restriction;</li> <li>2. which <b>you</b> are not legally entitled to recover from <b>your</b> tenants while the <b>buildings</b> or any part are unusable as a result of <b>insured damage, insured failure</b> or restriction.</li> </ol>

<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<b>Software</b>	<b>Programs</b> which run <b>your computers</b> , including both <b>your</b> own operating <b>programs</b> and application <b>programs</b> used in the course of <b>your</b> activities.
<b>Specified insured premises</b>	Any <b>insured premises</b> within the <b>United Kingdom</b> .
<b>Specified or unspecified premises</b>	Any <b>specified insured premises</b> or <b>unspecified insured premises</b> .
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
<b>Stock</b>	Consumable goods, merchandise goods, samples and goods held in trust, including customers' goods for which <b>you</b> are legally responsible.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Subsidence</b>	<ol style="list-style-type: none"> <li>1. The downward movement of the ground beneath the <b>insured premises</b>;</li> <li>2. landslip, which is the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time; or</li> <li>3. heave, which is the upward movement of the ground beneath the <b>insured premises</b> as a result of the expansion or swelling of the subsoil.</li> </ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> <li>a. settlement or bedding down of new structures; or</li> <li>b. settlement or movement of made-up ground.</li> </ol>
<b>Unattended vehicle</b>	Any vehicle which is out of sight of <b>you</b> or any person authorised by <b>you</b> .
<b>Uninsured working expenses</b>	Purchases less discounts received, bad debts, <b>rent</b> and any other item described in the schedule.
<b>United Kingdom</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
<b>Unspecified insured premises</b>	Other than <b>specified insured premises</b> , any premises within the <b>United Kingdom</b> which is owned, rented or leased by <b>you</b> for the purpose of <b>your</b> activities.

## Professional indemnity

### Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

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### Special definitions for this section

<b>Advertising or branding</b>	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of <b>your</b> products or services that expressly fall within <b>your business activity</b> .
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>creation, handling, entry, modification or maintenance of; or</li> <li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>gain access to;</li> <li>extract information from;</li> <li>disrupt access to or the operation of; or</li> <li>cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li><b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>denial of service attack or distributed denial of service attack.</li> </ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li><b>computer or digital technology</b>; or</li> <li>data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited

to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

## What is covered

<b>Claims against you</b>	<p>A.</p> <p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> for a <b>client</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party brings a claim, including any injunctive proceedings, against <b>you</b> for:</p>
Negligence	a. negligence or breach of a duty of care;
Negligent misstatement	b. negligent misstatement or negligent misrepresentation;
Intellectual property infringement	c. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
Breach of confidentiality	d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
Defamation	e. defamation;
Dishonesty	f. dishonesty of <b>your</b> individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision; or
Other civil liability	<p>g. any other civil liability,</p> <p>unless excluded under <b>What is not covered</b> below, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation, including any liability for claimants' legal costs and expenses.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p><b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b>, A. Claims against you, which is brought as a result of any <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If:</p> <p>a. <b>your client</b> has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf and refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors or outsourcers at the date of the refusal;</p> <p>b. <b>your client</b> threatens to bring a claim against <b>you</b> for more than the amount owed and <b>we</b> are satisfied that the threatened claim has reasonable prospects of success; and</p> <p>c. <b>we</b> believe that it may be possible to settle the dispute with the <b>client</b> by <b>your</b> agreeing not to press for the disputed amount,</p> <p><b>we</b> may, in <b>our</b> discretion, pay <b>you</b> the amount owed to <b>you</b> over and above the <b>excess</b>. If <b>we</b> do, <b>you</b> must agree not to press <b>your client</b> for the disputed amount.</p> <p>Alternatively, if it is not possible to reach agreement with the <b>client</b> on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> may pay the amount owed to <b>you</b> at that time, over and above the <b>excess</b>.</p>

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity stated in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any money owed to **you** if the claim or threatened claim, or part of the claim or threatened claim, is not covered by this section.

B.

#### Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a claim, including any injunctive proceedings, against **you** for:

1. infringement of copyright or moral rights; or
2. Defamation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

#### Your own losses

##### Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

#### Additional cover

##### Court attendance compensation

If any person within the definition of **you**, or any employee of **yours**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount stated in the schedule.

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### What is not covered

Investments	A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
Survey and valuation	1. any investment advice, financial advice, investment of <b>client</b> funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
Pension schemes	2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
Taxation and competition	3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
Pollution	4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
Cyber incident	5. <b>pollution</b> .
	6. or contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> </ol>

	<ul style="list-style-type: none"> <li>b. <b>hacker</b>;</li> <li>c. <b>social engineering communication</b>;</li> <li>d. any fear or threat of 6.a. to 6.c. above;</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.</li> </ul>
Discrimination and harassment	7. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Injury	8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Land, animals and vehicles	9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
Property damage	10. the loss, damage or destruction of any tangible property unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> . This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b> .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Computer or digital technology error	12. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b> .
Directors and officers' liability	13. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or a breach of any fiduciary duty, other than when performing a <b>business activity</b> for a <b>client</b> , or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.
Deliberate, reckless or dishonest acts	16. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b> , A. Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	17. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Date recognition	18. <b>date recognition</b> .
War, terrorism and nuclear	<p>19. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>terrorism</b>;</li> <li>b. <b>war</b>;</li> <li>c. <b>nuclear risks</b>;</li> <li>d. fear or threat of 19.a. to 19.c. above; or</li> <li>e. any action taken in controlling preventing, suppressing, responding or in any way relating to 19.a. to 19.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 19.a. above, it will be for <b>you</b> to show that the clause does not apply.</p>
Asbestos	20. <b>asbestos risks</b> .
Contractual liability	21. any liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.

Employees	22. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Supplied personnel	23. the work of any personnel supplied by <b>you</b> to a <b>client</b> , unless <b>you</b> have breached a duty of care in supplying them.
Patent/trade secret	24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Infrastructure failure	25. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.
Trademarks and false advertising	26. any actual or alleged: <ul style="list-style-type: none"> <li>a. act of passing-off, unauthorised use of another's trademark, name or logo; or</li> <li>b. false or misleading advertising</li> </ul> in relation to <b>your advertising or branding</b> . <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any <b>client</b> , account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the <b>applicable courts</b> . This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .
Personal data claims	7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> . However, this does not apply to any covered claim or part of a covered claim made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 6. Cyber incidents</b> above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.

## How much we will pay

**We** will pay up to the limit of indemnity for this section stated in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

## Special limits

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all claims (including their **defence costs**) brought against **you** arising from:

- |                 |  |
|-----------------|--|
| Dishonesty      | 1. the dishonesty of <b>your</b> partners, directors, employees, sub-contractors or outsourcers; |
| Property damage | 2. the physical loss or destruction of or damage to tangible property; and                       |
| Injury          | 3. the death, disease or bodily or mental injury of anyone.                                      |

Personal data claims

The most **we** will pay for the total of all claims or parts of claims against **you** by a **client** including **defence costs**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data** is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.

**You** must pay the relevant **excess** stated in the schedule.

**Paying out the limit of indemnity**

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

## Your obligations

- |                     |  |
|---------------------|--|
| If a problem arises | <ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> of the following promptly and within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry:             <ol style="list-style-type: none"> <li>a. <b>your</b> first awareness of anything, including any actual or alleged shortcoming in <b>your</b> work, which is likely to lead to a claim against <b>you</b>. This includes any criticism of <b>your</b> work even though regarded by <b>you</b> as unjustifiable.<br/><br/>If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent claim as notified to this insurance;</li> <li>b. any claim or threatened claim against <b>you</b>;</li> <li>c. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;</li> </ol> </li> <li>2. When dealing with <b>your client</b> or a third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this <b>policy</b> by an amount equal to the detriment <b>we</b> have suffered as a result.</li> </ol> |
|---------------------|--|

## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation	<b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of <b>our</b> choosing to deal with the claim.
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Partially covered claims	<b>We</b> will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the claim, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.
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Advancement of defence costs	<b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.
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Payment of full limit of indemnity

**We** have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **general terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

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## Public and products liability (specialist retail)

### Policy wording

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

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#### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to,</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your business</b> who is: <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>2. hired to or borrowed by <b>you</b>;</li> <li>3. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>4. engaged by labour-only sub-contractors;</li> <li>5. a labour master or a person supplied by him;</li> <li>6. engaged under a work experience or training scheme;</li> </ol>

7. a voluntary worker engaged with **your** permission.

**Hacker**

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

**Inefficacy**

The failure of any of **your products** or any service, process or system provided or managed by **you** to perform the function or serve the purpose for which it was intended.

**Personal data**

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction

**Personal injury**

False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.

**Pollution**

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

**Products**

Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**.

**Property damage**

Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.

**Tool of trade**

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include **drones**.

**You/your**

Also includes any person who was, is or during the **period of insurance** becomes **your** director, partner, trustee, committee member, senior manager or officer in actual control of **your** operations.

**What is covered**

Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

**we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Abuse or molestation claims

If, as a result of **your business**, any party brings a claim against **you** during the **period of insurance** for **abuse or molestation** committed after the **abuse or molestation retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity. However, **we** will not in any event provide cover to any party who commits, condones or ignores any **abuse or molestation**.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Overseas personal liability

**We** will indemnify **you** and if **you** so request, any of **your** directors, partners, trustees, committee members, **employees** or the spouse of any such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury**, which falls within the scope of **What is covered**. Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:

- a. arises out of:
  - i. any loss of a third-party's key or electronic pass card;
  - ii. any failure to secure a third-party's premises;
  - iii. the ownership or occupation of land or buildings; or
- b. is covered by any other insurance.

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against any:

- a. party individually stated in the Public and products liability section of the schedule under Named third parties; or
- b. other party with whom **you** have entered into a contract or agreement in connection with **your business**;

and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- i. have not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- iv. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.

Criminal proceedings costs

If, during the **period of insurance**, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against **you** or any **employee** directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action or proceedings. However, **we** will only pay the costs incurred to defend any allegations of **abuse or molestation** covered under this section up to the date of any judgment or other final adjudication against the **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

Defamation and intellectual property rights

If, as a result of **your business**, any party brings a claim against **you** for:

- a. defamation; or
- b. infringement of intellectual property rights,

occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for:

- i. any claim directly or indirectly due to any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- ii. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- iii. any claim brought by any person falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- iv. **your** lost profit, mark-up or liability for VAT or its equivalent; or
- v. fines, contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages or additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any similar or successor legislation.

Loss of third-party keys

If, during the **period of insurance** and as a result of **your business**, **you** lose any key or electronic pass card belonging to a third-party for which **you** are legally responsible, and that party brings claim against **you**, **we** will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.

Failure to secure third-party premises	If, during the <b>period of insurance</b> , <b>you</b> fail to secure the premises of a third-party where <b>you</b> have been carrying out <b>your business</b> , and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>you</b> have taken reasonable steps to secure the premises as required by that third-party.
Unauthorised use of third-party telephones by your employees	If, during the <b>period of insurance</b> and as a result of <b>your business</b> , any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>we</b> are notified within three months of the unauthorised use.
Defective Premises Act	<p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your business</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"> <li>a. liability where <b>you</b> are entitled to cover under any other insurance;</li> <li>b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li> </ol>
<b>Additional cover</b>	
Court attendance compensation	If any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or any other <b>employee</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.

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**What is not covered**

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li> <li>d. loss of a third-party's keys or electronic pass cards.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any: <ol style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ol> </li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or <ol style="list-style-type: none"> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> </ol>

- b. any **pollution** occurring in the United States of America or Canada.
- Cyber incidents 5. contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
  - b. **hacker**;
  - c. **computer or digital technology error**; or
  - d. any fear or threat of 5.a. to 5.b. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.
- Professional advice 6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you** for a fee.
- Treatment or care 7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your business**.
- Tour operator's liability 8. any **business** activity where **you** are deemed in law to be liable, purely as a result of:
- a. the Package Travel and Linked Travel Arrangements Regulations 2018;
  - b. any similar or successor legislation; or
  - c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
- Your products 9. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
10.
  - a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
  - b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**;
  - c. any **products** relating to **drones** or self-balancing motorised scooters.
- Inefficacy 11. **inefficacy**.
- Deliberate or reckless acts 12. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
- Placed personnel 13. the actions of any person supplied by **you** to a client under contract.
- Contracts 14. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Terrorism, war or nuclear 15. contributed to by, resulting from or in connection with any:
- a. **terrorism**;
  - b. **war**;
  - c. **nuclear risks**;
  - d. any fear or threat of 15.a. to 15.c. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.
- If there is any dispute between **you** and **us** over the application of 15.a. above, it will be for **you** to show that the clause does not apply.
- Personal data 16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Asbestos	17. <b>asbestos risks.</b>  B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Geographical limits	4. any claim brought against <b>you</b> : a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b> ; or b. for <b>bodily injury</b> or <b>property damage</b> , arising from any <b>products</b> , occurring in any country outside the <b>geographical limits</b> .
Excess	5. the amount of any relevant <b>excess</b> .

## How much we will pay

**We** will pay up to the limit of indemnity stated in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

## Special limits

Abuse or molestation	For claims brought against <b>you</b> for <b>abuse or molestation</b> , the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your employees</b> during the <b>period of insurance</b> .
Defamation and intellectual property rights	For claims arising from defamation and infringement of intellectual property rights, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .

## Additional cover

Court attendance compensation	<b>We</b> will pay <b>you</b> compensation, as stated in the schedule, for each day or part day that any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or other <b>employees</b> are required to attend court in relation to a
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claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. immediately and in any event within seven days of:
    - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury or abuse or molestation**;
    - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
    - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
  - b. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **products** are defective.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Correcting problems

3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

**We** have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.

Partially covered claims

**We** will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

**We** will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any



claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

**We** have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

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## Employers' liability

### Policy wording

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

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#### Special definitions for this section

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for <b>you</b> in connection with <b>your business</b> who is: <ul style="list-style-type: none"> <li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>b. hired to or borrowed by <b>you</b>;</li> <li>c. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>d. engaged by labour-only sub-contractors;</li> <li>e. a labour master or a person supplied by him;</li> <li>f. engaged under a work experience or training scheme;</li> <li>g. a voluntary helper.</li> </ul>
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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#### What is covered

Claims against you	If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.  The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
Claims against principals	If, as a result of <b>your business</b> , any party brings a claim, which falls within the scope of <b>What is covered</b> , Claims against you, against any other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b> and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b> , provided that they: <ul style="list-style-type: none"> <li>a. have not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>d. give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ul>

Unsatisfied court judgments      If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, **we** will pay to the **employee** at **your** request the amount of any unpaid damages and awarded costs provided that:

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Cyber claims      **We** will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber-attack, hack or other computer or cyber-related incident.

**Additional cover**

Court attendance compensation      If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

**What is not covered**

**We** will not make any payment for:

1. any claim or part of a claim or loss directly or indirectly due to:
  - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
  - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
  - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
  - d. any **bodily injury** to any person supplied by **you** to a client under contract.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
 

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

**How much we will pay**

**We** will pay up to the limit of indemnity stated in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

**Special limits**

Terrorism      The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount stated in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

Criminal proceedings costs      **We** will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

### Additional cover

Court attendance compensation

**We** will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

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### Your obligations

**You** must provide **us** with the following information for each entity insured under this section of the **policy**:

1. employer name; and
2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- a. the entity has no employees; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

**You** must inform **us** immediately of any changes to the above information.

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**;
  - b. promptly of any:
    - i. other claim or anything which may give rise to any other claim; or
    - ii. threatened criminal action by any governmental, administrative or regulatory body.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

2. When dealing with **your employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

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### Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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### Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

## Employers' liability tracing office

Your **policy** details will be added to the employers' liability database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time.

**You** can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at [www.elto.org.uk](http://www.elto.org.uk).

## Property – buildings

### Policy wording

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

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### Special definitions for this section

<b>Rent receivable</b>	Rent that <b>you</b> are not legally entitled to recover from <b>your</b> tenants while the <b>buildings</b> or any part are unusable as a result of insured <b>damage</b> .
<hr/>	
<b>What is covered</b>	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> or any other items specified under this section in the schedule.
<b>Additional cover</b>	The following are also provided up to the amount stated in the schedule:
Trace and access	1. <b>we</b> will pay for the necessary and reasonable costs <b>you</b> incur with <b>our</b> consent to locate any <b>damage</b> to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the <b>damage</b> , leakage or escape first occurs at the <b>insured premises</b> during the <b>period of insurance</b> . <b>We</b> will also pay the cost to make good any <b>damage</b> caused as a consequence of locating the <b>damage</b> or source of leakage or escape.
Emergency services	2. <b>we</b> will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which <b>you</b> are liable following insured <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> .
Loss prevention costs	3. <b>we</b> will pay for necessary and reasonable costs that <b>you</b> incur to protect the <b>buildings</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .
Additions to buildings	4. <b>we</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to any additions or improvements to the <b>buildings</b> once they are completed and become <b>your</b> legal responsibility, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.  <b>We</b> may then change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.
Inadvertent omissions	5. having notified <b>us</b> of the intention to insure all <b>buildings</b> in which <b>you</b> have an interest and it being <b>your</b> understanding that all <b>property</b> is accounted for, if any such <b>property</b> is found to have been omitted, <b>we</b> will deem it to be insured within the terms of this <b>policy</b> . This is subject to payment of the appropriate premium either from <b>policy</b> inception or from the date which <b>you</b> became legally responsible for such <b>property</b> .  <b>We</b> may then change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.
Selling the buildings	6. if <b>you</b> are selling the <b>buildings</b> , this <b>policy</b> will cover the <b>buildings</b> for the buyer from the time <b>you</b> exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this <b>policy</b> .
Trees, shrubs and plants	7. <b>we</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to trees, shrubs or plants at the <b>insured premises</b> , which are owned by <b>you</b> or for which <b>you</b> are legally responsible, as a result of fire or explosion.
Discharge of oil	8. <b>we</b> will pay the necessary and reasonable additional costs and expenses <b>you</b> incur with <b>our</b> consent to clean and decontaminate the land at the <b>insured premises</b> following

accidental discharge of oil from any oil fired heating appliance or storage tank located at the **insured premises**, including connected pipework, occurring during the **period of insurance**.

Solar panels

9. **we** will pay for:
- a. the loss of the feed-in tariff and export tariff **you** would have received; and
  - b. the increase in **your** electricity bill;
- as a direct result of **damage** to any solar panels covered under this section. **We** will pay for the period beginning on the date of the **damage** until the solar panels are repaired or replaced but for no longer than six months.

Removal of debris

10. **we** will pay the necessary and reasonable costs and expenses **you** incur for clearance of the debris of **buildings** from the **insured premises** or the area immediately adjacent following **damage** covered under this section.

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## 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. settlement or bedding down of new structures;
  - c. settlement or movement of made-up ground;
  - d. coastal or river erosion;
  - e. collapse or cracking, other than to the main **building** resulting from **subsidence**;
  - f. **subsidence** to:
    - i. outbuildings, annexes, walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs unless any of the main buildings are physically damaged at the same time and by the same cause;
    - ii. solid floors unless the walls are physically damaged at the same time and by the same cause;
  - g. demolition, building work or groundwork or stoppage of such work at or on the **insured premises**;
  - h. a rise in the water table;
  - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
  - j. **storm** or **flood** to any greenhouse, shed, gazebo, pergola, arbour, hedge, gate or fence, unless any of the main buildings are physically damaged at the same time and by the same cause.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6.
  - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises**, other than where resulting from **failure**; or
  - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
7. the amount of the **excess**.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by,

resulting from or in connection with any of the following:

- a. **terrorism**;
- b. civil commotion in Northern Ireland;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**;
- g. any fear or threat of 8.a. to 8.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.g. above.

If there is any dispute between **you** and **us** over the application of 8.a or 8.b above, it will be for **you** to show that the clause does not apply.

9. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
  - a. a **cyber attack** or fear or threat of a **cyber attack**;
  - b. a **hacker** or fear or threat of a **hacker**; or
  - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.
10. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
11. **reconstitution of data** or the value to **you** of any lost or distorted records or data.
12. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

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## How much we will pay

### Rebuilding and repair

**We** will pay up to the **amount insured** unless amended below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

**We** will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay. However, **you** may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

### Other costs

**We** will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- b. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time;
- c. the fees of architects, surveyors or consulting engineers;
- d. the cost of clearing, cleaning and repairing drains, gutters, sewers and the like on the **insured premises** which are blocked or damaged.

**We** will not pay for the cost of preparing a claim.

### Inflationary provision cover

Provided that **you** advise **us** of the rebuilding value of the **buildings** at the beginning of each **period of insurance**, the **amount insured** will be automatically increased by an additional percentage to take account of any inflationary increases over both the **period of insurance** and the period needed to rebuild or repair the **buildings**.

**Your** schedule will show if inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of **damage**, **we** establish that:

1. the **amount insured**; or
2. the **declared amount**, where **you** have selected a **first loss limit** which is stated on the schedule;

does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

**We** will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
  - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
  - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
  - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Index linking

If **you** decide to renew this policy with **us**, **we** will automatically adjust the **amount insured** or **declared amount**, as appropriate, for **buildings** for the subsequent **period of insurance** in line with any change in nationally publicised indices. **You** should advise **us** if **you** do not want **us** to increase the **amount insured** or **declared amount** in this manner. However, **we** will not reduce the **amount insured** or **declared amount** without **your** consent.

Noting of interests

**We** note the interests of any mortgagees in relation to this **policy**, including but not limited to any mortgagees shown in the schedule. If **you** breach any of the terms of this **policy** without **your** mortgagees' authority or knowledge, that will not affect the mortgagees' interest.

## Your obligations

If any damage occurs

**We** will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
3. 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.

Unoccupancy

**You** must tell **us** immediately if the **buildings**, including any self-contained areas of the **buildings**, will be left unoccupied or will not be used for more than 30 consecutive days. **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.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **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.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

**You** do not have to tell **us** if the work is for redecoration only.

Deep fat frying

In respect of any deep fat frying apparatus at the **insured premises**, **you** must ensure that:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every six months.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Electrical installation

**You** must ensure that an electrical installation condition survey is carried out at the **insured premises** at least once every five years by a registered electrical safety engineer and all defects are remedied in accordance with the electrical installation condition report. **You** must retain a written record of the survey and all subsequent remedial work for a period of at least five years from the date of the survey.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

**You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.

**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**. All systems must be regularly serviced under contract by a reputable company at least annually.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Open fires and wood burners

In respect of any open fires, wood burners, pellet stoves or biomass boilers or heaters at the **insured premises**, **you** must ensure that:

1. all chimneys and flues are professionally cleaned at least annually; and
2. a written record of the cleaning is retained by **you**.

**We** will not make any payment for **damage** caused by fire or smoke occurring while **you** are not in compliance with this condition, unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

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## Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor



alterations, repairs, decoration and maintenance without invalidating this insurance.

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## Property – contents (specialist retail)

### Policy wording

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

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### Special definitions for this section

<b>Art and collections</b>	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
<b>Contents</b>	<p>The contents of the <b>insured premises</b> used in connection with <b>your activities</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>1. <b>computers</b>;</li> <li>2. <b>stock</b>;</li> <li>3. <b>prototypes</b>;</li> <li>4. <b>art and collections</b>;</li> <li>5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; and</li> <li>6. pipes, ducting, cables, wires and associated control equipment within the <b>insured premises</b> and extending to the public mains.</li> </ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> <li>a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;</li> <li>b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;</li> <li>c. <b>buildings</b>, land and water;</li> <li>d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;</li> <li>e. <b>money</b>; or</li> <li>f. any item attached to any of the above.</li> </ol>
<b>Crime</b>	Any dishonesty of any person under a contract of service with <b>you</b> where there was a clear intention to cause <b>you</b> financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.
<b>Employees' cycles</b>	Cycles and cycle accessories which belong to <b>your</b> partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.
<b>Peak trading period</b>	The period of 90 consecutive days which historically was the trading period with the highest gross income from the sale, supply or distribution of <b>your stock</b> or, if this is <b>your</b> first year trading, the period of 90 consecutive days which <b>you</b> have estimated will be the trading period with the highest gross income from the sale, supply or distribution of <b>your stock</b> .
<b>Personal effects</b>	Articles worn, used or carried about the person which belong to <b>your</b> partners, directors, trustees, committee members, employees, volunteers or visitors to the <b>insured premises</b> or for which such persons are legally responsible. Jewellery, cash, bank and currency notes are not included within this definition.
<b>Rent payable</b>	Rent for the <b>insured premises</b> that <b>you</b> must legally pay while the <b>insured premises</b> or any part of it is unusable as a result of <b>damage</b> insured by this section.

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**What is covered**      **We** will insure **you** against **damage** occurring during the **period of insurance** to **contents**

contained in the **insured premises** and any other items specified in the schedule.

**Additional cover**

The following are also provided up to the amount stated in the schedule:

- |                                   |  |
|-----------------------------------|--|
| Glass                             | 1. <b>damage</b> occurring during the <b>period of insurance</b> to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the <b>insured premises</b> , which belongs to <b>you</b> or for which <b>you</b> are legally responsible.  |
| Costs following glass breakage    | 2. the necessary and reasonable costs <b>you</b> incur following insured breakage or scratching during the <b>period of insurance</b> of glass, which belongs to <b>you</b> or for which <b>you</b> are legally responsible, for: <ul style="list-style-type: none"> <li>a. temporary boarding-up;</li> <li>b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>c. replacement lettering or other ornamental work and alarm foil on glass.</li> </ul>   |
| Additions to contents             | 3. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>contents</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.<br><br><b>We</b> may then change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.   |
| Identity fraud                    | 4. the following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b> : <ul style="list-style-type: none"> <li>a. solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li> <li>b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> <li>c. fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ul> |
| Personal effects                  | 5. <b>damage</b> occurring within a <b>building</b> at the <b>insured premises</b> during the <b>period of insurance</b> to <b>personal effects</b> provided they are not insured elsewhere.   |
| Employees' cycles                 | 6. <b>damage</b> occurring within a building at the <b>insured premises</b> during the <b>period of insurance</b> to <b>employees' cycles</b> provided they are not insured elsewhere.   |
| Reconstitution of electronic data | 7. the reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.  |
| Reconstitution of documents       | 8. the reasonable costs of replacing or reconstituting <b>your</b> documents that are not held electronically and which <b>you</b> need to continue <b>your activities</b> , if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.   |
| Lock replacement                  | 9. the costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>insured premises</b> or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the <b>period of insurance</b> . However this does not apply to the unauthorised modification of any digital or electronic locks.  |
| Building damage by theft          | 10. the cost of repairing <b>damage</b> occurring during the <b>period of insurance</b> to the buildings at the <b>insured premises</b> caused by theft or attempted theft and for which <b>you</b> are legally liable.  |
| Metered water and fuel            | 11. the cost that <b>you</b> incur for any metered water and fuel used at the <b>insured premises</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of insured <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping located at the <b>insured premises</b> resulting from a cause not otherwise excluded.  |
| Unauthorised use of utilities     | 12. the cost to <b>you</b> of any metered water, gas or electricity that <b>you</b> did not use, but <b>you</b> are legally responsible for due to a third party using <b>your</b> metered water, gas and electricity without <b>your</b> authorisation provided that <b>you</b> discover the unauthorised or unlawful use during the <b>period of insurance</b> .   |

- |   |   |
|---|---|
| Accidental discharge of gas system                      | 13. the necessary and reasonable costs that <b>you</b> incur to refill the cylinders of any gas flooding system installed at the <b>insured premises</b> , following accidental discharge of the system during the <b>period of insurance</b> .   |
| Extinguisher and alarm re-setting expenses              | 14. the necessary and reasonable costs and expenses <b>you</b> incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following <b>damage</b> covered under this section.  |
| Display stock   | 15. <b>damage</b> occurring during the <b>period of insurance</b> to <b>stock</b> on display outside the <b>insured premises</b> while it is open provided that the <b>stock</b> is securely attached to a fixed object.  |
| Stock in your customers' or prospective customers' care | 16. <b>damage</b> occurring during the <b>period of insurance</b> to <b>stock</b> while in the care of a customer or prospective customer within in the <b>United Kingdom</b> provided that <b>you</b> : <ol style="list-style-type: none"> <li>a. inspect the customer's or prospective customer's proof of identity, this may be either a valid passport or a photographic driving licence; and</li> <li>b. retain the customer's or prospective customer's credit or debit card for the duration of the hire or loan or obtain an electronic swipe of such person's credit or debit card.</li> </ol> <p><b>We</b> will not make any payment for <b>stock</b> while in the care of a customer or prospective customer once the customer has purchased the item.</p>   |
| Loss prevention costs                                   | 17. the necessary and reasonable costs <b>you</b> incur to protect the <b>contents</b> from imminent <b>damage</b> that would be covered under this section.  |
| Removal of debris                                       | 18. the reasonable costs and expenses <b>you</b> incur for clearance of the debris of <b>contents</b> from the <b>insured premises</b> or the area immediately adjacent following <b>damage</b> covered under this section.   |
| Defective title – art and collections                   | 19. if, during the <b>period of insurance</b> , someone claims that an item of <b>art and collections</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with <b>us</b> and this value is less. <b>We</b> will only do this if: <ol style="list-style-type: none"> <li>a. <b>you</b> bought the item during the period that the <b>art and collections</b> have been insured with <b>us</b>; and</li> <li>b. <b>you</b> made reasonable enquiries about the item's provenance before <b>you</b> bought it.</li> </ol>   |
| Outdoor items   | 20. <b>damage</b> occurring during the <b>period of insurance</b> to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the <b>insured premises</b> .  |
| Refrigerated stock                                      | 21. the necessary and reasonable costs and expenses <b>you</b> incur to replace spoiled refrigerated <b>stock</b> stored in a refrigeration unit at the <b>insured premises</b> where such spoilage was caused by: <ol style="list-style-type: none"> <li>a. a fault in the refrigeration unit;</li> <li>b. escape of refrigerant; or</li> <li>c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply,</li> </ol> <p>occurring during the <b>period of insurance</b>, provided that the refrigeration unit is:</p> <ol style="list-style-type: none"> <li>i. less than five years old at the date of loss; or</li> <li>ii. maintained under annual contract by a suitably qualified refrigeration engineer.</li> </ol> |
| Continuing hire charges                                 | 22. continuing hire charges for <b>contents</b> hired in by <b>you</b> while such <b>contents</b> are being repaired or until permanently replaced as a direct result of <b>damage</b> covered under this section, provided <b>you</b> are legally liable for such costs.   |
| Crime   | 23. <b>your</b> direct financial loss if, during the <b>period of insurance</b> and in the performance of <b>your activities</b> , <b>you</b> discover a loss from <b>crime</b> , provided: <ol style="list-style-type: none"> <li>a. the <b>crime</b> was committed during the period that <b>your contents</b> have been continuously insured with <b>us</b>; and</li> </ol>  |

- b. the **crime** was not committed after any director, partner, trustee, committee member, senior manager or officer of **you** first becomes aware of any **crime** committed by the person under a contract of service with **you**.
- Undamaged fixtures and fittings
24. tenant's fixtures and fittings if **your** lease is cancelled by the lessor as a consequence of **damage** occurring during the **period of insurance** to the **insured premises**, provided the cancellation is a valid condition of **your** lease and that **you** are unable to save such fixtures and fittings. **We** will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.
- Contents temporarily elsewhere
25. **damage** occurring during the **period of insurance** to **contents**, excluding **handheld devices**, temporarily elsewhere in the **United Kingdom**, including while:
- a. at the home of any director, partner, trustee, committee member, employee or volunteer of **yours**;
  - b. at any location where **you** are attending a promotional event or exhibition in connection with **your activities**;
  - c. at any location for the purpose of cleaning, maintenance, repair or restoration; and
  - d. in transit.

## 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 this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
  - c. coastal or river erosion;
  - d. a rise in the water table; or
  - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item directly resulting from its own **failure**.
4. loss or distortion of information, data or records. This does not apply to cover under **What is covered**, **Additional cover**, Reconstitution of electronic data.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty, other than the direct physical theft of **property**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime.
10. consequential, indirect or financial losses of any kind, other than as provided under **What is covered**, **Additional cover**.
11.
  - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises** other than where resulting from **failure**; or
  - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **terrorism**;
- b. civil commotion in Northern Ireland;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**;
- g. any fear or threat of 13.a. to 13.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 13.a. to 13.g. above.

If there is any dispute between **you** and **us** over the application of 13.a. or 13.b. above, it will be for **you** to show that the exclusion does not apply.

14. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
- a. a **cyber attack** or fear or threat of a **cyber attack**;
  - b. a **hacker** or fear or threat of a **hacker**; or
  - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

- 15. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
- 16. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

## Special condition

Change of insured premises

If:

- 1. **you** notify **us** that **you** are changing **insured premises**; and
- 2. **we** agree to cover **you** for **damage** to **contents** at **your** new **insured premises** after **you** move;

**we** will continue to insure **you** for **damage** to **contents** contained in **your** former **insured premises**. This cover will be provided:

- a. for a maximum of 30 days from the date cover starts at the new **insured premises**; or
- b. until the keys to the former **insured premises** are returned by **you**; or
- c. until **we** cease to provide any cover for **damage** to **contents** at **your** new **insured premises**;

whichever is the soonest. If the cover for **damage** to **contents** is provided on a different basis at the new **insured premises**, the cover provided under this Special condition for **damage** to **contents** at the former **insured premises** will continue on the same basis as that which previously applied.

The cover provided under this special condition does not increase the **amount insured**.

## How much we will pay

**We** will pay up to the **amount insured** stated in the schedule unless amended below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

- 1. for **contents**, other than **stock**, hired-in equipment, **prototypes**, **art and collections**, **personal effects** and **employees' cycles**, the cost of repair or replacement as new.
- 2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at

the cost price to **you**.

3. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
4. for merchandise goods which have been sold but not delivered, the agreed contract price.
5. for hired-in equipment, the lesser of:
  - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract; and
  - b. the costs of repair of the hired-in equipment; and
  - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
6. for goods held in trust, the lesser of:
  - a. **your** liability in respect of the goods held in trust; and
  - b. the cost of repair or replacement at the trade market value of such goods.
7. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.
8. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **art and collections** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is the amount stated in the schedule.

9. for **personal effects**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.
10. for **employees' cycles**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.

Pairs and sets If any **contents** which have an increased value because they form part of a pair or set are **damaged** any payment **we** make will take account of the increased value.

Other interests Any payment **we** make will take into account the interest of any party having an insurable interest in the **contents** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Inflationary provision cover Provided that **you** advise **us** of the replacement value of the **contents** at the beginning of each **period of insurance**, the **amount insured** will automatically be increased by an additional percentage to take account of any inflationary increases over the **period of insurance**. **Your** schedule will show if Inflationary provision cover applies and the additional percentage amount.

Under insurance If, at the time of **damage**, **we** establish that:

1. the **amount insured**; or
2. the **declared amount**, where **you** have selected a **first loss limit** which is stated on the schedule;

does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

**We** will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:

- a. make a fair presentation of the risk to **us** before the start of the **period of insurance**;
- b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
- c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.

If **you** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Seasonal increase

The **amount insured** for **stock** will automatically be increased by 30% during **your peak trading period**.

Index linking

If **you** decide to renew this section with **us**, **we** will automatically adjust the **amount insured** or **declared amount**, as appropriate, for **contents** for the subsequent period of insurance in line with any change in nationally publicised indices. **You** should advise **us** if you do not want **us** to increase the **amount insured** or **declared amount** in this manner. However, **we** will not reduce the **amount insured** or **declared amount** without **your** consent.

## Your obligations

If any damage occurs

**We** will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. notify **us** promptly of any claim that an item of **art and collections** is not rightfully **yours**;
3. notify **us** of any loss from **crime** within ten working days of its discovery by **you**;
4. report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
5. 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.

Deep fat frying

In respect of any deep fat frying equipment, **you** must ensure that:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every six months.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Backing-up electronic data

**You** must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Hiring in equipment

When hiring in **property** **you** must complete and record an inventory check and inspect all **property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **property**. Upon returning the **property** to the hire company **you** must only return the **property** to persons authorised within the hire company to accept the return of equipment.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

1. **You** must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.

2. **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**. All systems must be regularly serviced under contract by a reputable company at least annually.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Unoccupancy

**You** must tell **us** immediately if the **insured premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **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.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **insured premises** is unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **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. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

**You** do not have to tell **us** if the work is for redecoration only.

Unauthorised use of utilities

If the **insured premises** is not occupied by **you**, **you** must inspect the **insured premises** at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

## Property – business interruption (specialist retail)

### Policy wording

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, **increased costs of working** or **additional increased costs of working** are covered or if a **first loss limit** or **flexible business interruption cover** applies.

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

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### Special definitions for this section

<b>Additional increased costs of working</b>	The additional costs and expenses, not including the costs of <b>reconstitution of data</b> , reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your activities</b> or minimise <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> or <b>gross profit</b> saved.
<b>Additional research expenditure</b>	The additional costs and expenses reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to restore <b>your research projects</b> to the state they were in prior to any <b>insured damage</b> .
<b>Alternative hire costs</b>	The additional costs and expenses reasonably incurred by <b>you</b> for the necessary hire of a substitute item of similar type and capacity either while insured <b>property</b> is being repaired or until permanently replaced, following <b>insured damage</b> or <b>insured failure</b> .
<b>Annualised amount insured</b>	The <b>amount insured</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>Annualised declared amount</b>	The <b>declared amount</b> for <b>your actual income</b> or <b>gross profit</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>First loss limit</b>	Any <b>amount insured</b> stated in the schedule as a first loss limit, where, with <b>our</b> consent, <b>you</b> have selected a limit that is less than <b>your</b> declared <b>income</b> or <b>gross profit</b> .
<b>Flexible business interruption cover</b>	Any combination of <b>your</b> loss of <b>income</b> , loss of <b>gross profit</b> , <b>additional research expenditure</b> , <b>increased costs of working</b> or <b>additional increased costs of working</b> .
<b>Increased costs of working</b>	The costs and expenses necessarily and reasonably incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> from <b>your activities</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
<b>Indemnity period</b>	The period, in months, beginning at the date of the <b>insured damage</b> , <b>insured failure</b> , when the <b>loss of licence</b> takes effect or the date the restriction is imposed, and lasting for the period during which <b>your income</b> is affected as a result of such <b>insured damage</b> , <b>insured failure</b> or restriction, but for no longer than the number of months stated in the schedule.
<b>Licence</b>	The premises licence or equivalent in respect of the <b>insured premises</b> for the provision of licensable activities, including the retail sale of alcohol.
<b>Loss of licence</b>	The suspension or withdrawal of, or refusal to renew, <b>your licence</b> by the Licensing Committee or other licensing authority.
<b>Lottery</b>	The following prize draws and competitions: <ul style="list-style-type: none"> <li>a. UK National Lottery prize draws including scratch cards;</li> <li>b. UK National Football Pools;</li> <li>c. Littlewoods Pools;</li> <li>d. Vernons Pools;</li> <li>e. Euro Millions Lottery; or</li> <li>f. UK Premium Bond prize draw.</li> </ul>
<b>Rate of gross profit</b>	The percentage produced by dividing <b>gross profit</b> by <b>your income</b> during the financial year immediately before any <b>insured damage</b> , <b>insured failure</b> or restriction.
<b>Research projects</b>	<b>Your activities</b> directly related to <b>your</b> development of new products or services or

improvements to existing products or services.

<b>Specified customer</b>	Any direct customer of <b>yours</b> operating and based at the address individually stated in the Business interruption section of the schedule.
<b>Specified disease</b>	Any of the following diseases: <ul style="list-style-type: none"> <li>a. acute encephalitis;</li> <li>b. anthrax;</li> <li>c. cholera;</li> <li>d. dysentery;</li> <li>e. legionellosis;</li> <li>f. legionnaires disease;</li> <li>g. leptospirosis;</li> <li>h. paratyphoid fever;</li> <li>i. rabies; or</li> <li>j. tetanus.</li> </ul>
<b>Specified supplier</b>	Any supplier of <b>yours</b> operating and based at the address individually stated in the business interruption section of the schedule.

<b>What is covered</b>	<b>We</b> will insure <b>you</b> for <b>your</b> financial losses and other items specified in the schedule, resulting solely and directly from an interruption to <b>your activities</b> caused by:
Financial losses from insured damage	1. <b>insured damage to property:</b> <ul style="list-style-type: none"> <li>a. insured under any property section of this <b>policy</b> other than equipment breakdown; or</li> <li>b. insured elsewhere, but not under this <b>policy</b>, provided the <b>damage</b> occurred while the <b>property</b> was contained in the <b>insured premises</b>;</li> </ul>
Denial of access	2. <b>insured damage</b> in the vicinity of the <b>insured premises</b> which prevents or hinders <b>your</b> access to the <b>insured premises</b> ;
Non-damage denial of access	3. an incident occurring during the <b>period of insurance</b> within a one mile radius of the <b>insured premises</b> which results in a denial of access or hindrance in access to the <b>insured premises</b> , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 consecutive hours;
Bomb threat	4. <b>your</b> total inability to access the <b>insured premises</b> due to restrictions imposed by the police or the British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the <b>insured premises</b> or in the vicinity of the <b>insured premises</b> during the <b>period of insurance</b> , provided that such restriction applies for more than four hours and subject to <b>our</b> liability being limited to the actual period that total access is denied. No cover will be provided if actual <b>damage</b> is caused by the device;
Loss of attraction	5. <b>insured damage</b> in the vicinity of the <b>insured premises</b> or any fundraising event resulting in a shortfall in <b>your</b> expected <b>income</b> or <b>gross profit</b> for more than two consecutive days;
Unspecified customers	6. <b>insured damage</b> , other than loss or <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of any of <b>your</b> direct customers operating and based in the European Union (including in the <b>United Kingdom</b> or Gibraltar), other than any <b>specified customer</b> ;
Specified customers	7. <b>insured damage</b> arising at the premises of any <b>specified customer</b> ;
Unspecified suppliers	8. <b>insured damage</b> , other than loss or <b>damage</b> caused by <b>flood</b> or <b>earth movement</b> , arising at the premises of any of <b>your</b> suppliers operating and based in the European Union (including in the <b>United Kingdom</b> or Gibraltar), other than any <b>specified supplier</b> . This does not apply to any supplier of water, gas, electricity or telecommunications services;

Specified suppliers	<p>9. <b>insured damage</b> arising at the premises of any <b>specified supplier</b>;</p>
Public utilities	<p>10. failure in the supply of:</p> <ul style="list-style-type: none"> <li>a. water;</li> <li>b. gas; or</li> <li>c. electricity;</li> </ul> <p>to the <b>insured premises</b> for more than 24 consecutive hours caused by <b>insured damage</b>, other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b>, to:</p> <ul style="list-style-type: none"> <li>i. any land-based premises of a service provider operating and based in the European Union (including in the <b>United Kingdom</b> or Gibraltar);</li> <li>ii. the terminal feed to the <b>insured premises</b>; or</li> <li>iii. underground cables conveying such services from the service provider to the <b>insured premises</b>.</li> </ul> <p>For cover following a failure in the supply of public utilities, <b>damage</b> shall be considered as <b>insured damage</b> where it is self-insured by the utility provider;</p>
Telecommunications and internet service providers	<p>11. failure in the supply of:</p> <ul style="list-style-type: none"> <li>a. telecommunications; or</li> <li>b. internet services;</li> </ul> <p>to the <b>insured premises</b> for more than 24 consecutive hours caused by <b>insured damage</b>, other than <b>damage</b> caused by <b>flood</b> or <b>earth movement</b>, to:</p> <ul style="list-style-type: none"> <li>i. any land-based premises of a service provider operating and based in the European Union (including in the <b>United Kingdom</b> or Gibraltar);</li> <li>ii. the terminal feed to the <b>insured premises</b>; or</li> <li>iii. underground cables conveying such services from the service provider to the <b>insured premises</b>.</li> </ul> <p>For cover following a failure in the supply of telecommunications or internet services, <b>damage</b> shall be considered as <b>insured damage</b> where it is self-insured by the provider of such services;</p>
Online market places	<p>12. failure of any online market place, used by <b>you</b> and provided by a service provider operating and based in the European Union (including in the <b>United Kingdom</b> or Gibraltar), for more than 24 consecutive hours caused by <b>insured damage</b>, other than loss or damage caused by <b>flood</b> or <b>earth movement</b>, to any land based premises of the service provider or to the terminal feed to the <b>insured premises</b> or to underground cables conveying such services from the service provider to the <b>insured premises</b>;</p>
Public authority	<p>13. <b>your</b> inability to use the <b>insured premises</b> due to restrictions imposed by a public authority during the <b>period of insurance</b> following:</p> <ul style="list-style-type: none"> <li>a. a murder or suicide;</li> <li>b. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority;</li> <li>c. injury or illness of any person traceable to food or drink consumed on the <b>insured premises</b>;</li> <li>d. defects in the drains or other sanitary arrangements;</li> <li>e. vermin or pests at the <b>insured premises</b>;</li> </ul>
Equipment breakdown	<p>14. <b>insured failure</b>;</p>
Loss of licence	<p>15. <b>loss of licence</b> occurring during the <b>period of insurance</b> due to any cause outside of <b>your</b> direct control. <b>We</b> will also pay the reasonable costs and expenses <b>you</b> incur with <b>our</b> prior written consent in connection with any appeal against the <b>loss of licence</b>. However, <b>we</b> will not make any payment for losses arising from:</p> <ul style="list-style-type: none"> <li>a. any suspension or withdrawal of or refusal to renew a <b>licence</b> for which <b>you</b> are entitled to claim statutory compensation;</li> </ul>

- b. i. the actual or proposed compulsory acquisition of the **insured premises**; or
- ii. any scheme of town or country planning improvement or redevelopment;
- c. any alteration after the start of the **period of insurance** of the law governing the suspension, withdrawal or renewal of **licences** unless **we** confirm in writing that the insurance will apply after such alteration; or
- d. **your** failure:
  - i. other than for good cause, to keep the **insured premises** open during the permitted hours;
  - ii. to comply with any direction or requirement of the Licensing Justices or other licensing authority; or
  - iii. to maintain the **insured premises** in a good sanitary condition and a good state of general repair;
- e. any **loss of licence** occasioned wholly or in part by any act or omission by **you** or by **your** failure to take all reasonable action to maintain the **licence** in force; or
- f. the suspension or withdrawal of, or refusal to renew, any late night, afternoon or morning extension of the standard opening hours or permitted hours unless such suspension, withdrawal or refusal to renew is ancillary to the **licence** being suspended, withdrawn or not renewed.

#### Additional cover

The following are also provided up the amount stated in the schedule:

#### Employees' lottery win

16. **We** will pay the following costs and expenses incurred by **you** with **our** prior consent caused by one or more of **your** employees resigning from employment with **you** during the **period of insurance** as a direct consequence of their securing a win in a **lottery**:
- a. recruitment and agency fees;
  - b. additional overtime costs for **your** remaining employees; and
  - c. the costs incurred by **you** to employ additional temporary employees.
- However, **we** will not make any payment for any costs and expenses caused by **your** employees' **lottery** wins unless:
- i. the employees resign within 14 days from the date of their **lottery** win; and
  - ii. the **lottery** win is greater than £100,000 per person.

#### Cancellation and abandonment

17. If, as a sole and direct result of an unforeseen incident or event which occurs during the **period of insurance** and is entirely beyond **your** control, a promotional event for **your activities** is necessarily and unavoidably postponed, abandoned, cancelled or relocated, **we** will pay the costs and expenses incurred by **you**, provided that the promotional event is:
- a. organised by **you** in connection with your **activities**; and
  - b. due to take place within the **United Kingdom**.
- However, **we** will not make any payment for loss of **gross profit** or any postponement, relocation, cancellation or abandonment of any promotional event for **your activities** directly or indirectly due to:
- i. any failure, withdrawal or inadequacy of necessary finance or financial default of any person, corporation or entity;
  - ii. strikes, industrial action or labour disputes, whether actual or threatened;
  - iii. any action taken by any national or international body or agency directly or indirectly to control, prevent or suppress any infectious disease; or
  - iv. adverse weather affecting any promotional event.

## What is not covered

**We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense:

1. which is directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. **terrorism**. This does not apply to the cover under **What is covered**, Bomb threat;
  - b. civil commotion in Northern Ireland;
  - c. **war**;
  - d. **confiscation**;
  - e. **nuclear risks**;
  - f. any fear or threat of 1.a. to 1.e. above; or
  - g. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a. to 1.f. above.

If there is any dispute between **you** and **us** over the application of clause 1.a. or 1.b. above, it will be for **you** to show that the clause does not apply.

2. which is directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. **cyber attack**;
  - b. **hacker**;
  - c. **computer or digital technology error**;
  - d. any fear or threat of 2.a. to 2.b. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 2.a. to 2.d. above.

However:

- i. this exclusion 2. does not apply to **What is covered**, 1. Financial losses from insured damage; and
  - ii. this exclusion 2.c. does not apply to **What is covered**, 14. Equipment breakdown.
3. if **your activities** are discontinued permanently or if a liquidator or receiver is appointed;
  4. which is 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**. However, this exclusion does not apply to **What is covered**, Public authority 13.b. in respect of any **specified diseases**.

## How much we will pay

**We** will pay up to the **amount insured** unless limited below or stated in the schedule. **We** will pay for no longer than the **indemnity period** stated in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income	The difference between <b>your actual income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b> . <b>We</b> will also pay for <b>increased costs of working</b> and <b>alternative hire costs</b> .
Loss of gross profit	The sum produced by applying the <b>rate of gross profit</b> to any reduction in <b>income</b> during the <b>indemnity period</b> plus <b>increased costs of working</b> and <b>alternative hire costs</b> less any expenses or charges which cease or are reduced.
Outstanding debts	Any of <b>your</b> outstanding debts which <b>you</b> are unable to recover following loss of <b>your</b> accounting records as a direct result of <b>insured damage</b> or <b>insured failure</b> .
Accountant's charges	The amount <b>we</b> will pay for loss of <b>income</b> or loss of <b>gross profit</b> includes the reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information <b>we</b> require in

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	support of a request for settlement under this section.
Specified customers	The most <b>we</b> will pay for <b>insured damage</b> arising at each premises of <b>your specified customer</b> is the amount stated in the schedule. If <b>your</b> customer is not individually stated in the business interruption section of the schedule, cover may apply under <b>What is covered</b> , Unspecified customers. Please check <b>your</b> schedule to see what cover <b>you</b> have for <b>insured damage</b> at the premises of <b>your</b> customers.
Specified suppliers	The most <b>we</b> will pay for <b>insured damage</b> arising at each premises of <b>your specified supplier</b> is the amount stated in the schedule. If <b>your</b> supplier is not individually stated in the business interruption section of the schedule, cover may apply under <b>What is covered</b> , Unspecified suppliers. Please check <b>your</b> schedule to see what cover <b>you</b> have for <b>insured damage</b> at the premises of <b>your</b> suppliers.
Employees' lottery win	The most <b>we</b> will pay for all losses arising from one or more of <b>your</b> employees resigning from their posts with <b>you</b> as a direct consequence of their securing a win in a <b>lottery</b> is the amount stated in the schedule.
Cancellation and abandonment	<p>For the cover provided under <b>What is covered</b>, Cancellation and abandonment, <b>we</b> will pay the costs and expenses that <b>you</b> have paid or must legally pay and are unable to recover, less any savings that <b>you</b> are able to make which would have been incurred by <b>you</b> in organising the promotional event.</p> <p><b>We</b> will also pay the necessary and reasonable additional expenses incurred by <b>you</b> with <b>our</b> prior agreement for the sole purpose of avoiding or reducing a loss under this additional cover, provided such expenses do not exceed the reduction in loss saved.</p> <p><b>You</b> must pay the relevant <b>excess</b> stated in the schedule for each and every loss.</p>
Loss of attraction	<b>We</b> will only pay for <b>your</b> financial loss for up to three consecutive months from the time of the <b>insured damage</b> .
Business trends	<p>Provided that <b>you</b> advise <b>us</b> of <b>your</b> estimated annual <b>income</b>, or estimated annual <b>gross profit</b> if applicable, at the beginning of each <b>period of insurance</b>, the <b>amount insured</b> will automatically be increased to reflect any special circumstances or trends affecting <b>your activities</b>, either before or after the loss. The amount that <b>we</b> will pay will reflect as near as possible the result that would have been achieved if the <b>insured damage, insured failure</b> or restriction had not occurred.</p> <p><b>Your</b> schedule will show if Business trends cover applies and the additional percentage amount.</p>
Under insurance	<p>If, at the time of <b>insured damage, insured failure, loss of licence</b> or restriction, <b>we</b> establish that:</p> <ol style="list-style-type: none"> <li>1. the <b>annualised amount insured</b>; or</li> <li>2. the <b>annualised declared amount</b>, where <b>you</b> have selected a <b>first loss limit</b> which is stated on the schedule;</li> </ol> <p>does not represent <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the date of the <b>insured damage, insured failure</b> or restriction, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> establish that the <b>annualised amount insured</b> is less than 85% of <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> during the 12 months immediately preceding the start of the <b>period of insurance</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>.</li> </ol> <p>This remedy may apply in addition to General condition 2. b.ii. If <b>your</b> failure to declare <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> was deliberate or reckless, the remedy under General condition 2.a. will apply.</p>

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## 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> or event which might prevent or hinder <b>you</b> from carrying on <b>your activities</b>.</p>
Cancellation and abandonment	<p>For the postponement, abandonment, cancellation or relocation of any promotional event for <b>your activities</b> <b>you</b> must take reasonable steps to prevent or mitigate any loss including, but not limited to taking reasonable steps to:</p> <ol style="list-style-type: none"><li>ensure that there is an agreement evidenced in writing between <b>you</b> and any third party engaged by <b>you</b> for the promotional event;</li><li>rearranging a cancelled or abandoned promotional event; and</li><li>ensure that any <b>property</b> to be used at the promotional event arrives in good time.</li></ol> <p>If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Property insurance	<p>Where the <b>damage</b> involves property <b>you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b>.</p>
Accounts records	<p><b>You</b> must keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>insured premises</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Loss of licence	<p><b>We</b> will not make any payment for <b>loss of licence</b> unless:</p> <ol style="list-style-type: none"><li><b>you</b> give <b>us</b> written notice within 48 hours after <b>you</b> receive information, whether oral or written, that:<ol style="list-style-type: none"><li>any notice caution or complaint has been given or made against the <b>insured premises</b>, or against the tenant, manager, occupier or <b>licence</b> holder, or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever;</li><li>an application for renewal is to be opposed, or its consideration is adjourned or referred to the compensation authority, or the <b>licence</b> holder is required to give any undertaking, or any structural alterations are required; or</li><li>the <b>licence</b> holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on <b>your activities</b>; and</li></ol></li><li><b>you</b> notify <b>us</b> in writing within 48 hours after:<ol style="list-style-type: none"><li><b>your licence</b> is suspended, withdrawn or not renewed;</li><li><b>you</b> become aware of any event likely to prejudice the <b>licence</b>.</li></ol></li><li><b>you</b> tell <b>us</b>, as far as <b>you</b> are able, the grounds for such suspension, withdrawal or refusal to renew or the details of such event.</li></ol> <p><b>We</b> shall be entitled to appeal in <b>your</b> name against any <b>loss of licence</b> and shall have full discretion in the conduct of any proceedings. <b>You</b> must give <b>us</b> all assistance <b>we</b> may reasonably require.</p>

## Property – away and in transit (media)

### Policy wording

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

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### Special definitions for this section

<b>Contract location</b>	Any location within the <b>United Kingdom</b> where <b>you</b> have a contract to carry out <b>your activities</b> .
<b>Insured property</b>	<p>The <b>property</b> used in connection with <b>your activities</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>1. <b>computers</b>;</li> <li>2. <b>equipment</b>;</li> <li>3. <b>stock</b>;</li> <li>4. research and development property, including <b>prototypes</b>;</li> <li>5. cameras, video, editing and broadcast equipment;</li> <li>6. PA, sound and recording equipment;</li> <li>7. lighting, mechanical effects and grip equipment;</li> <li>8. props, sets and wardrobes; and</li> <li>9. accessories associated with any of the above.</li> </ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> <li>a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;</li> <li>b. any watercraft, marine rig or platform, hovercraft, aircraft or other aerial device;</li> <li>c. <b>buildings</b>, land and water;</li> <li>d. <b>money</b>; or</li> <li>e. any item attached to any of the above.</li> </ol>
<b>In transit</b>	<ol style="list-style-type: none"> <li>1. In transit by road, rail, water, air or by person;</li> <li>2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or</li> <li>3. temporarily housed overnight away from any <b>specified or unspecified premises</b> in the course of transit,</li> </ol> <p>within the <b>United Kingdom</b> or any other territory in which cover is provided for <b>insured property</b>, as stated in the schedule.</p>
<b>Media artwork</b>	Film, photographs, negatives, artwork, transparencies, slide prints, recorded video tapes, soundtracks, animation cells and computer images, software and material used to generate images, all in respect of <b>your</b> productions or photographic shoots, and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Standard hire contract</b>	Any contract for the hire of <b>your property</b> which requires the hirer to indemnify <b>you</b> for <b>damage</b> to such <b>property</b> (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.
<b>Unattended property</b>	Any item of <b>property</b> which is not under the personal supervision of <b>you</b> or anyone authorised by <b>you</b> .

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**What is covered**      **We** will insure **you** against **damage** occurring during the **period of insurance** to **insured property** at any location stated in the schedule. This includes **damage** occurring during the **period of insurance** to **insured property** while **in transit** but not **damage** to **insured**

	<b>property</b> while hired out.
Damage to property hired out	If stated in the schedule, <b>we</b> will also insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> while hired out.
<b>Additional cover</b>	The following are also provided up to the amount stated in the schedule:
Re-shoot or re-compilation costs	<p>1. the necessary and reasonable additional costs and expenses <b>you</b> incur in completing a production or photographic shoot following <b>damage</b> occurring during the <b>period of insurance</b> to <b>media artwork</b>, which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such <b>damage</b> to <b>media artwork</b>, <b>we</b> will pay the expenditure incurred by <b>you</b> in the production or photographic shoot up to the date of the <b>damage</b>.</p> <p>However <b>we</b> will not pay for:</p> <ol style="list-style-type: none"> <li>any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;</li> <li>any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond <b>your</b> reasonable control;</li> <li>any claim or loss arising from delay, confiscation or detention by customs or government officials;</li> <li>any claim or loss arising from abandonment of the production or of any <b>insured property</b>;</li> <li>any claim or loss arising from the <b>failure</b> of <b>insured property</b>;</li> <li>any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot;</li> <li><b>damage</b> to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot;</li> <li>the value to <b>you</b> of any <b>media artwork</b>.</li> </ol>
Reconstitution of documents	2. the reasonable costs of replacing or reconstituting <b>your</b> documents that are not held electronically and which <b>you</b> need to continue <b>your activities</b> , if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.
Alternative hire costs	3. the reasonable hire costs incurred by <b>you</b> for the necessary hire of a substitute item of similar type and capacity as a direct result of <b>damage</b> covered under this section, for the period beginning at the date of the <b>damage</b> until the <b>insured property</b> is repaired or replaced, but for no longer than six months.
Continuing hire charges	4. continuing hire charges for <b>insured property</b> hired in by <b>you</b> while the <b>insured property</b> is being repaired or until permanently replaced, but for no longer than six months, as a direct result of <b>damage</b> covered under this section, provided: <ol style="list-style-type: none"> <li><b>you</b> are legally liable for such costs under a written contract; and</li> <li><b>we</b> have made payment or admitted liability for such <b>damage</b>.</li> </ol>
Loss of hire fees	5. loss of fees <b>you</b> would have received for the hire of <b>your insured property</b> under a <b>standard hire contract</b> but for <b>damage</b> covered under this section, for the period beginning at the date of the <b>damage</b> until the <b>insured property</b> is repaired or replaced, but for no longer than six months.
Alternative vehicle costs	6. if a vehicle or craft transporting <b>insured property</b> is disabled as a result of <b>damage</b> occurring during the <b>period of insurance</b> , the reasonable costs <b>you</b> incur in: <ol style="list-style-type: none"> <li>transferring the <b>insured property</b> to another vehicle or craft; or</li> <li>hiring an alternative vehicle or craft of similar specification and capacity;</li> </ol> <p>in order to fulfil <b>your</b> commitments to deliver the <b>insured property</b> to its intended destination within the <b>United Kingdom</b> or to return it to its place of dispatch, provided:</p> <ol style="list-style-type: none"> <li>the <b>damage</b> is not otherwise excluded by any property section of this <b>policy</b>; and</li> <li>payment has been made or liability admitted by the insurer under any</li> </ol>

insurance covering such **damage**.

Reloading fallen property	7. the reasonable costs of reloading <b>insured property</b> in the event of it falling accidentally from the transporting vehicle or craft while <b>in transit</b> during the <b>period of insurance</b> .
Loss prevention costs	8. the reasonable and necessary costs <b>you</b> incur to protect the <b>insured property</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .
Removal of debris	9. the reasonable costs and expenses <b>you</b> incur for clearance of the debris of <b>insured property</b> following <b>damage</b> covered under this section.
Additions to insured property	10. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>insured property</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.  <b>We</b> may then change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.

## 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. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
  - f. theft of **unattended property** away from any **specified or unspecified premises** unless the item is stored in a securely locked room or building;
  - g. theft by deception of any item that **you** have hired out, unless **you** have:
    - i. obtained and verified at least two trade references for each hirer; and
    - ii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
    - iii. retained a copy of the credit card details of the hirer; and
    - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer;
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item while:
  - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
  - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
  - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
4. loss by fraud or dishonesty, other than the direct physical theft of **property**.
5. loss or distortion of information resulting from **failure** of any **insured property**.
6. the value to **you** of any lost or distorted information.
7. **damage** to any item directly resulting from its own **failure**.
8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
12.
  - a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at any of the covered locations stated in this section other than where resulting from **failure**; or
  - b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
13. the amount of the **excess**.
14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. **terrorism**;
  - b. civil commotion in Northern Ireland;
  - c. **war**;
  - d. **confiscation**;
  - e. **nuclear risks**;
  - f. **communicable disease**;
  - g. any fear or threat of 14.a. to 14.f. above; or
  - h. any action taken in controlling, preventing, suppressing or in any way responding to 14.a. to 14.g. above.

If there is any dispute between **you** and **us** over the application of 14.a. or 14.b. above, it will be for **you** to show that the exclusion does not apply.
15. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
  - a. a **cyber attack** or fear or threat of a **cyber attack**;
  - b. a **hacker** or fear or threat of a **hacker**; or
  - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.
16. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
17. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have complied with the conditions in **What is not covered** 1.g.

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## How much we will pay

### Repair and replacement

**We** will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule.

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **insured property** other than **stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **stock** other than second-hand merchandise goods, samples and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods and samples, the cost of repair or replacement at the trade market value.
4. for hired-in equipment, the lesser of:
  - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in

- equipment as specified in the hire contract;
  - b. the costs of repair of the hired-in equipment;
  - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
5. for goods held in trust, the lesser of:
- a. **your** liability in respect of the goods held in trust;
  - b. the cost of repair or replacement at the trade market value of such goods.
6. 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.

Pairs and sets	If any <b>insured property</b> that has an increased value because it forms part of a pair or set suffers <b>damage</b> any payment <b>we</b> 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 <b>insured property</b> , 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.
<b>Special limits</b>	
Damage outside the EU and UK	Where covered, the most <b>we</b> will pay for <b>damage</b> occurring outside of the European Union, the <b>United Kingdom</b> and Gibraltar is the <b>amount insured</b> stated in the schedule for <b>damage to insured property</b> anywhere in the world.
Damage outside the UK	Where covered, the most <b>we</b> will pay for <b>damage to insured property</b> occurring outside of the <b>United Kingdom</b> is the combined total of the <b>amounts insured</b> stated in the schedule for <b>damage to insured property</b> :
	<ul style="list-style-type: none"> <li>1. in the European Union; and</li> <li>2. anywhere in the world.</li> </ul>
Damage within the UK	Where covered, the most <b>we</b> will pay for <b>damage to insured property</b> occurring anywhere in the <b>United Kingdom</b> is the combined total of the <b>amounts insured</b> stated in the schedule for <b>damage to insured property</b> :
	<ul style="list-style-type: none"> <li>1. in the <b>United Kingdom</b>;</li> <li>2. in the European Union; and</li> <li>3. anywhere in the world.</li> </ul>
Specific locations	The most <b>we</b> will pay for <b>damage to insured property</b> at any <b>contract location, event location, employee's home, specified or unspecified premises</b> is the combined total of the <b>amounts insured</b> stated in the schedule for <b>damage to insured property</b> :
	<ul style="list-style-type: none"> <li>1. at each location; and</li> <li>2. in the <b>United Kingdom</b>, the European Union and anywhere in the world.</li> </ul>
Limit per vehicle or craft	The most <b>we</b> will pay for <b>damage to insured property</b> in any one vehicle or craft while <b>in transit</b> is the amount stated in the schedule.
Hired-out property	The most <b>we</b> will pay for <b>damage to insured property</b> while hired out by <b>you</b> other than under a <b>standard hire contract</b> is the amount stated in the schedule. This is included within, and not in addition to, the <b>amount insured</b> for hired-out <b>insured property</b> stated in the schedule.

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## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ul style="list-style-type: none"> <li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>2. notify any third-party carrier of the <b>insured property</b> of any <b>damage you</b> discover within the time limits for notification of damage stipulated in <b>your</b> contract of carriage with them;</li> <li>3. notify <b>us</b> of any loss arising from theft or attempted theft by any director, partner, trustee,</li> </ul>
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committee member, employee or volunteer of **yours** within ten working days of its discovery by **you**;

4. report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
5. 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.

Re-shoot or re-compilation costs

**You** must:

1. take all reasonable steps to make back-up copies of **media artwork** at least every two working days and keep the copies away from each backed up device;
2. retain all duplicated works, prints or offshoots until the production or photographic shoot has been completed;
3. make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process **media artwork** on receipt and advise **you** immediately if any **damage** to the **media artwork** is discovered;
4. examine the processed **media artwork** from the laboratory on receipt and, if **damage** is discovered, take immediate steps to avoid a recurrence; and
5. take a copy of the **media artwork** prior to commencement of transfer to any other format.

If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

Unoccupancy

**You** must tell **us** immediately if the buildings at any **specified or unspecified premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. **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.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the buildings are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at any **specified or unspecified premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirement that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

**You** do not have to tell **us** if the work is for redecoration only.

Hiring in equipment

When hiring in **insured property** **you** must complete and record an inventory check and inspect all **insured property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **insured property**. Upon returning the **insured property** to the hire company **you** must only return the **insured property** to persons authorised within the hire company to accept the return of equipment.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

## Property – away and in transit

### Policy wording

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

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### Special definitions for this section

<b>Contract location</b>	Any location within the <b>United Kingdom</b> where <b>you</b> have a contract to carry out <b>your activities</b> .
<b>Insured property</b>	<p>The <b>property</b> used in connection with <b>your activities</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>1. <b>computers</b>;</li> <li>2. <b>equipment</b>;</li> <li>3. <b>stock</b>;</li> <li>4. research and development property, including <b>prototypes</b>;</li> <li>5. tools, plant and machinery;</li> <li>6. event and exhibition equipment;</li> <li>7. hired-in equipment;</li> <li>8. documents; and</li> <li>9. accessories associated with any of the above.</li> </ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> <li>a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;</li> <li>b. any watercraft, marine rig or platform, hovercraft, aircraft or other aerial device;</li> <li>c. <b>buildings</b>, land and water;</li> <li>d. <b>money</b>; or</li> <li>e. any item attached to any of the above.</li> </ol>
<b>In transit</b>	<ol style="list-style-type: none"> <li>1. In transit by road, rail, water, air or by person;</li> <li>2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or</li> <li>3. temporarily housed overnight away from any <b>specified or unspecified premises</b> in the course of transit,</li> </ol> <p>within the <b>United Kingdom</b> or any other territory in which cover is provided for <b>insured property</b>, as stated in the schedule.</p>
<b>Standard hire contract</b>	Any contract for the hire of <b>your property</b> which requires the hirer to indemnify <b>you</b> for <b>damage</b> to such <b>property</b> (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.
<b>Unattended property</b>	Any item of <b>property</b> which is not under the personal supervision of <b>you</b> or anyone authorised by <b>you</b> .

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<b>What is covered</b>	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> at any location stated in the schedule. This includes <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> while <b>in transit</b> but not <b>damage</b> to <b>insured property</b> while hired out.
Damage to property hired out	If stated in the schedule, <b>we</b> will also insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> while hired out.
<b>Additional cover</b>	The following are also provided up to the amount stated in the schedule:

Reconstitution of electronic data	1. the reasonable costs of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.
Reconstitution of documents	2. the reasonable costs of replacing or reconstituting <b>your</b> documents that are not held electronically and which <b>you</b> need to continue <b>your activities</b> , if such documents have been lost or destroyed as a direct result of <b>damage</b> covered under this section.
Alternative hire costs	3. the reasonable hire costs incurred by <b>you</b> for the necessary hire of a substitute item of similar type and capacity as a direct result of <b>damage</b> covered under this section, for the period beginning at the date of the <b>damage</b> until the <b>insured property</b> is repaired or replaced but for no longer than six months.
Continuing hire charges	4. continuing hire charges for <b>insured property</b> hired in by <b>you</b> while the <b>insured property</b> is being repaired or until permanently replaced, but for no longer than six months, as a direct result of <b>damage</b> covered under this section, provided: <ul 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> </ul>
Loss of hire fees	5. loss of fees <b>you</b> would have received for the hire of <b>your insured property</b> under a <b>standard hire contract</b> but for <b>damage</b> covered under this section, for the period beginning at the date of the <b>damage</b> until the <b>insured property</b> is repaired or replaced, but for no longer than six months.
Alternative vehicle costs	6. if a vehicle or craft transporting <b>insured property</b> is disabled as a result of <b>damage</b> occurring during the <b>period of insurance</b> , the reasonable costs <b>you</b> incur in: <ul style="list-style-type: none"> <li>a. transferring the <b>insured property</b> to another vehicle or craft; or</li> <li>b. hiring an alternative vehicle or craft of similar specification and capacity;</li> </ul> in order to fulfil <b>your</b> commitments to deliver the <b>insured property</b> to its intended destination within the <b>United Kingdom</b> or to return it to its place of dispatch, provided: <ul style="list-style-type: none"> <li>i. the <b>damage</b> is not otherwise excluded by any property section of this <b>policy</b>; and</li> <li>ii. payment has been made or liability admitted by the insurer under any insurance covering such <b>damage</b>.</li> </ul>
Reloading fallen property	7. the reasonable costs of reloading <b>insured property</b> in the event of it falling accidentally from the transporting vehicle or craft while <b>in transit</b> during the <b>period of insurance</b> .
Loss prevention costs	8. the reasonable and necessary costs <b>you</b> incur to protect the <b>insured property</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .
Removal of debris	9. the reasonable costs and expenses <b>you</b> incur for clearance of the debris of <b>insured property</b> following <b>damage</b> covered under this section.
Additions to insured property	10. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>insured property</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.  <b>We</b> may then change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.

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## 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. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
  - f. theft of **unattended property** away from any **specified or unspecified premises** unless the item is stored in a securely locked room or building; or
  - g. theft by deception of any item that **you** have hired out, unless **you** have:
    - i. obtained and verified at least two trade references for each hirer; and
    - ii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
    - iii. retained a copy of the credit card details of the hirer; and
    - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.
2. **damage** to any item being cleaned, worked on or maintained.
  3. **damage** to any item while:
    - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
    - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
    - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
  4. loss by fraud or dishonesty, other than the direct physical theft of **property**.
  5. loss or distortion of information resulting from **failure** of any **insured property**.
  6. the value to **you** of any lost or distorted information.
  7. **damage** to any item directly resulting from its own **failure**.
  8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
  9. unexplained loss or disappearance or inventory shortage.
  10. loss due to clerical or accounting errors.
  11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
  12. a. **damage** caused solely by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at any of the covered locations stated in this section other than where resulting from **failure**; or
    - b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
  13. the amount of the **excess**.
  14. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
    - a. **terrorism**;
    - b. civil commotion in Northern Ireland;
    - c. **war**;
    - d. **confiscation**;
    - e. **nuclear risks**;
    - f. **communicable disease**;
    - g. any fear or threat of 14.a. to 14.f. above; or
    - h. any action taken in controlling, preventing, suppressing or in any way responding to 14.a. to 14.g. above.

If there is any dispute between **you** and **us** over the application of 14.a. or 14.b. above, it will be for **you** to show that the exclusion does not apply.

15. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
  - a. a **cyber attack** or fear or threat of a **cyber attack**;
  - b. **hacker** or fear or threat of a **hacker**; or
  - c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

16. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
17. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have complied with the conditions in **What is not covered** 1. g.

## How much we will pay

**We** will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule.

### Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **insured property** other than **stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **stock** other than second-hand merchandise goods, samples and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods and samples, the cost of repair or replacement at the trade market value.
4. for hired-in equipment, the lesser of:
  - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
  - b. the costs of repair of the hired-in equipment;
  - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
5. for goods held in trust, the lesser of:
  - a. **your** liability in respect of the goods held in trust;
  - b. the cost of repair or replacement at the trade market value of such goods.
6. 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.

### Pairs and sets

If any **insured property** that has an increased value because it forms part of a pair or set suffers **damage** 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 **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

## Special limits

### Damage outside the EU and UK

Where covered, the most **we** will pay for **damage** occurring outside of the European Union, the **United Kingdom** and Gibraltar is the **amount insured** stated in the schedule for **damage to insured property** anywhere in the world.

### Damage outside the UK

Where covered, the most **we** will pay for **damage to insured property** occurring outside of the **United Kingdom** is the combined total of the **amounts insured** stated in the schedule for **damage to insured property**:

	<ol style="list-style-type: none"> <li>1. in the European Union; and</li> <li>2. anywhere in the world.</li> </ol>
Damage within the UK	<p>Where covered, the most <b>we</b> will pay for <b>damage to insured property</b> occurring anywhere in the <b>United Kingdom</b> is the combined total of the <b>amounts insured</b> stated in the schedule for <b>damage to insured property</b>:</p> <ol style="list-style-type: none"> <li>1. in the <b>United Kingdom</b>;</li> <li>2. in the European Union; and</li> <li>3. anywhere in the world.</li> </ol>
Specific locations	<p>The most <b>we</b> will pay for <b>damage to insured property</b> at any <b>contract location, event location, employee's home, specified or unspecified premises</b> is the combined total of the <b>amounts insured</b> stated in the schedule for <b>damage to insured property</b>:</p> <ol style="list-style-type: none"> <li>1. at each location; and</li> <li>2. in the <b>United Kingdom</b>, the European Union and anywhere in the world.</li> </ol>
Limit per vehicle or craft	<p>The most <b>we</b> will pay for <b>damage to insured property</b> in any one vehicle or craft while in <b>transit</b> is the amount stated in the schedule.</p>
Hired out property	<p>The most <b>we</b> will pay for <b>damage to insured property</b> while hired out by <b>you</b> other than under a <b>standard hire contract</b> is the amount stated in the schedule. This is included within, and not in addition to, the <b>amount insured</b> for hired out <b>insured property</b> stated in the schedule.</p>

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## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>2. notify any third-party carrier of the <b>insured property</b> of any <b>damage you</b> discover within the time limits for notification of damage stipulated in <b>your</b> contract of carriage with them;</li> <li>3. notify <b>us</b> of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of <b>yours</b> within ten working days of its discovery by <b>you</b>;</li> <li>4. 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; and</li> <li>5. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Backing-up electronic data	<p><b>You</b> must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from each backed up device. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the buildings at any <b>specified or unspecified premises</b>, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p> <p>If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment for <b>damage</b> occurring while the buildings are unoccupied.</p>
Building works	<p>If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the buildings at any <b>specified or unspecified premises</b> and the estimated cost is more than £75,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirement that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p>



If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

**You** do not have to tell **us** if the work is for redecoration only.

#### Hiring in equipment

When hiring in **insured property** **you** must complete and record an inventory check and inspect all **insured property** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **insured property**. Upon returning the **insured property** to the hire company **you** must only return the **insured property** to persons authorised within the hire company to accept the return of equipment.

**We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

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## Property – money

### Policy wording

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

Please read the schedule to see whether **money** is insured whilst at each of the locations shown below.

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### Special definitions for this section

**Excluded location** Any location individually stated under excluded locations in the property – money section of the schedule.

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### What is covered

**We** will insure **you**, up to the **amount insured** stated in the schedule for each location listed below, against **damage** occurring during the **period of insurance to money**:

1. in any **specified or unspecified premises** while open for operation or in a locked safe;
  2. in any **specified or unspecified premises** while not open for operation and not in a locked safe;
  3. at the home of any partner, director, trustee, committee member, employee or volunteer of **yours** in the **United Kingdom**;
  4. in transit within the **geographical limits** by road, rail, water, air or in person, including while being loaded, unloaded and temporarily housed overnight away from the **specified or unspecified premises** in the course of transit;
  5. at any location within the **geographical limits** where **you** are attending a promotional event or exhibition in connection with **your** activities;
  6. at any location within the **geographical limits** where **you** have a contract to carry out **your** activities;
  7. at any other location within the **geographical limits**;
  8. at any location individually stated in the property – money section of the schedule.
- If **we** provide such cover, **we** will not cover **you** under **What is covered**, 1. to 7. above.

**Additional cover** The following is also provided up to the amount stated in the schedule:

Personal assault following robbery or attempted robbery

Compensation as stated in the schedule if any director, partner, trustee, committee member, employee or volunteer of **yours** is physically injured in the course of **your** activities in a robbery or attempted robbery within the **geographical limits** occurring during the **period of insurance** 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 **period of insurance**.

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### What is not covered

**We** will not make any payment for:

1. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **damage** caused by theft from any **unattended vehicle** unless the **money** is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational.
3. **damage** to **money** at any **excluded location**.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss directly or indirectly due to a **social engineering communication** or by any other fraud or dishonesty, other than the direct physical theft of **money**.

7. loss arising from any electronic, online or crypto currency including Bitcoin.
8. consequential or indirect losses of any kind.
9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
  - a. **terrorism**;
  - b. civil commotion in Northern Ireland.
  - c. **war**;
  - d. **confiscation**;
  - e. **nuclear risks**;
  - f. **communicable disease**; or
  - g. any fear or threat of 9.a. to 9.f. above; or
  - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 9.a. to 9.g. above.

If there is any dispute between **you** and **us** over the application of clause 9.a. and 9.b., it will be for **you** to show that the exclusion does not apply.

10. the amount of the **excess**.

## How much we will pay

**We** will pay up to the **amount insured** stated in the schedule unless limited below or in the schedule. Only one **amount insured** shall be payable for each incidence of **damage**.

Personal assault following robbery or attempted robbery

**We** will not pay compensation under more than one heading in the schedule for the same injury.

## 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 relevant local authority, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

Money in transit

**You** must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able-bodied adults;
- b. between £6,000 and £10,000 is carried by at least three able-bodied adults;
- c. in excess of £10,000 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

**We** will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

## Legal protection

### Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) are the underwriters and provide the legal protection insurance under **your policy**.

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, Company Number 103274.

Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

To make sure that **you** get the most from **your DAS** cover, please take time to read this section which explains the contract between **you** and **DAS**. Please follow the procedures under employment compensation awards cover (insured incident **1.b.**).

## How can DAS help

How this section of **your policy** can help

Please find below information about the services that this section of **your policy** offers and details of how to make a claim.

If **you** wish to speak to **DAS** about:

- legal advice – **you** can get telephone legal advice on any legal issue affecting **your business**;
- insurance claims – **you** can report a claim 24/7; or
- tax advice – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **DAS** on **0117 934 2111**. **DAS** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Online law guide and document drafting

**You** have access to **DAS** Businesslaw as part of this section of **your policy**. **DAS** Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage **your** exposure to legal risk.

Visit **Hiscox.farill.io** and use the following voucher code to sign up: DASBHIX100

## Reporting a claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

Report **your** claim

Call **DAS** on **0117 934 2111**, available 24 hours-a-day, seven days-a-week; and have **your policy** number ready as **DAS** will ask **you** for it before discussing **your** claim.

**DAS** will assess the claim

- To check **your** claim is covered by this section of **your policy**; and
- if it is, **DAS** will send it to a lawyer who specialises in **your** type of claim.

The lawyer will

Assess **your** case and tell **you** how likely it is **you** will win.

If **you** are more likely than not to win, the lawyer will

Manage the case from start to finish.

Please note this overview of the claims process is for guidance purposes only. **DAS** claims handlers can answer any questions that **you** may have when they receive **your** claim, alternatively **you** can visit: [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Cover

This section will cover **you** (or where specified the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the **policy** schedule if the premium has been paid.

**DAS** agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is:
  - a. during the **period of insurance**; or
  - b. during the currency of a previous equivalent legal expenses insurance policy, provided that:
    - i. the previous legal expenses insurance policy required **you** to report claims during its currency;
    - ii. **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
    - iii. cover has been continuously maintained in force;
    - iv. any claim reported under a previously operative legal expenses policy will not be covered by **DAS**; and
    - v. the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy;
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **territorial limit**; and
4. the insured incident happens within the **territorial limit**.

## Special definitions for this section

<b>Appointed representative</b>	The <b>preferred law firm</b> , law firm, tax consultancy, accountant or other suitably qualified person that <b>DAS</b> appoint to act on the <b>insured person's</b> behalf.
<b>Costs and expenses</b>	<ol style="list-style-type: none"> <li>1. All reasonable, proportionate and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</b> in accordance with the <b>DAS standard terms of appointment</b>.</li> <li>2. The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pay them with <b>DAS'</b> agreement.</li> </ol>
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>DAS standard terms of appointment</b>	The terms and conditions (including the amount <b>DAS</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on <b>your</b> behalf, the amount that <b>DAS</b> will pay is currently £100 per hour. This amount may vary from time to time.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than as specified under 3 to 4 below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events.  This is the date that the event happened, which may be before the date <b>you</b> or an <b>insured person</b> first became aware of it.</li> <li>2. For criminal cases, the date the <b>insured person</b> began, or is alleged to have begun, to break the law.</li> </ol>

3. For insured incident **5. Tax protection**, the **date of occurrence** is when HM Revenue & Customs first notifies **you** of its intention to carry out an enquiry.  
For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
4. For insured incident **2. Legal defence**, **4. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

**Employer compliance dispute**

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

**Insured person**

**You** and the directors, partners, managers, employees and any other individuals declared to **DAS** by **you**.

This includes any person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

**Preferred law firm**

A law firm, barrister or tax expert that **DAS** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with the **DAS** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

**Reasonable prospects**

1. For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A **preferred law firm** or tax consultancy on **DAS'** behalf, will assess whether there are **reasonable prospects**.
2. For criminal cases there is no requirement for there to be prospects of a successful outcome.
3. For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

**Tax enquiry**

A written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either:

1. includes a request to examine any aspect of **your** books and records; or
2. advises of a check of **your** whole tax return.

**Territorial limit**

For insured incidents **2. Legal defence (excluding 2.4)**, and **4. Personal injury**:

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**VAT dispute**

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your VAT** affairs.

**Insured incidents  
DAS will cover**

**1. Employment disputes  
and compensation awards**

a. Employment disputes

**Costs and expenses** to defend **your** legal rights:

1. before the issue of legal proceedings in a court or tribunal:
  - a. following the dismissal of an employee; or

- b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;
- 2. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3. in legal proceedings in respect of any dispute relating to:
  - a. a contract of employment with **you**; or
  - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

**What is not covered**

A claim relating to any of the following:

- 1. employee internal disciplinary or grievance procedures;
- 2. damages for personal injury;
- 3. pursuing **your** legal rights; or
- 4. transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

b. Compensation awards

In respect of a claim that **DAS** have accepted under insured incident **1.a. Employment disputes**, **DAS** will pay:

- 1. any basic and compensatory award; and/or
- 2. an order for compensation or damages following a breach of **your** statutory duties under employment legislation.

Provided that:

- 1. in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - a. followed the ACAS code of disciplinary and grievance procedures; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from the **DAS** legal advice service (telephone **0117 934 2111**).
- 2. for an order of compensation following **your** breach of statutory duty under employment legislation, **you** have at all times sought and followed advice from the **DAS** legal advice service from the date that **you** should have known about the employment dispute (telephone **0117 934 2111**).
- 3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from the **DAS** legal advice service before starting any redundancy process or procedures with employees (telephone **0117 934 2111**).
- 4. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- 5. the total amount payable by **DAS** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance**, shall not exceed £1,000,000.

**What is not covered**

- 1. Any compensation award relating to the following:
  - a. trade union activities, trade union membership or non-membership;
  - b. pregnancy or maternity rights, paternity, parental or adoption rights;
  - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
  - d. statutory rights in relation to trustees of occupational pension schemes.
- 2. Non-payment of money due under a contract.
- 3. Any award ordered because **you** have failed to provide relevant records to

	employees under the National Minimum Wage legislation.
	4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
	5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.
c. Employee civil legal defence	At <b>your</b> request only, <b>costs and expenses</b> to defend an <b>insured person's</b> (other than <b>your</b> ) legal rights if: <ol style="list-style-type: none"> <li>1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or</li> <li>2. civil action is being taken against them as trustee of a pension fund set up for the benefit of <b>your</b> employees.</li> </ol>
d. Service occupancy	<b>Costs and expenses</b> to recover possession of premises owned by <b>you</b> , or for which <b>you</b> are responsible, from <b>your</b> employees or ex-employees.
<b>What is not covered</b>	Any claim relating to defending <b>your</b> legal rights other than defending a counter-claim that is an insured incident under this section of <b>your policy</b> .
<b>2. Legal defence</b>	At <b>your</b> request, <b>costs and expenses</b> to defend the <b>insured person's</b> legal rights:
Criminal pre-proceedings cover	1. a. prior to the issue of legal proceedings when dealing with the: <ol style="list-style-type: none"> <li>i. police; or</li> <li>ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer;</li> </ol> where it is alleged that the <b>insured person</b> has or may have committed a criminal offence; or
Criminal prosecution defence	b. following an event which leads to the <b>insured person</b> being prosecuted in a court of criminal jurisdiction; <p>provided that for claims relating to the Health and Safety at Work etc Act 1974, the <b>territorial limit</b> shall be any place where the Act applies.</p> <p>Please note <b>DAS</b> will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the <b>business</b> shown in the schedule.</p>
Data protection	2. if civil action is taken against the <b>insured person</b> for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by: <ol style="list-style-type: none"> <li>a. an individual. <b>DAS</b> will also pay any compensation award in respect of such a claim;</li> <li>b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note <b>DAS</b> will not pay any compensation award in respect of such a claim.</li> </ol> <p>Provided that in respect of <b>2.a.</b> any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by <b>DAS</b>.</p> <p>Please note <b>DAS</b> will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see <b>What is not covered by this section, 3.</b></p>
Wrongful arrest	3. following civil action taken against the <b>insured person</b> for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the <b>period of insurance</b> .
Statutory notice appeals	4. in appealing against the imposition or terms of any statutory notice issued under legislation affecting <b>your business</b> .
Jury service and court attendance	<b>DAS</b> will pay <b>you</b> or an <b>insured person</b> the net salary or wages of such an <b>insured person</b> following their absence from work: <ol style="list-style-type: none"> <li>a. to perform jury service;</li> </ol>

b. to attend any court, tribunal or at the request of the **appointed representative**.

The maximum that **DAS** will pay an **insured person** is the net salary or wages of such **insured person** for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

The maximum that **DAS** will pay **you** is the net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### What is not covered

- |                                   |    |    |   |
|-----------------------------------|----|----|---|
| Criminal pre-proceedings cover    | 1. | a. | A claim relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or   |
|                                   |    | b. | a claim relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.   |
| Criminal prosecution defence      | 2. |    | A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.  |
| Data protection                   | 3. |    | A claim relating to the following: <ul style="list-style-type: none"> <li>a. the loss, alteration, corruption or distortion of, or damage to stored personal data; or</li> <li>b. a reduction in the functionality, availability, or operation of stored personal data; resulting from unauthorised access, malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.</li> </ul>   |
| Statutory notice appeals          | 4. |    | A claim relating to the following: <ul style="list-style-type: none"> <li>a. an appeal against the imposition or terms of any statutory notice issued in connection with <b>your</b> licence, mandatory registration or British Standard Certificate of Registration;</li> <li>b. a statutory notice issued by an <b>insured person's</b> regulatory or governing body; or</li> <li>c. any appeal which does not follow, or is not eligible to follow, the appeals process set out in the legislation under which the relevant notice has been issued.</li> </ul> |
| Jury service and court attendance | 5. |    | Any claim if <b>you</b> or the <b>insured person</b> are unable to prove the loss.  |

### 3. Property protection

Property damage and nuisance and trespass

**Costs and expenses** in any civil dispute relating to physical property which is owned by **you**, or **your** responsibility, following:

1. any event which causes physical damage to such physical property;
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **you** must have, or there must be **reasonable prospects** of establishing that **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

### What is not covered

Any claim relating to the following:

1. a contract entered into by **you** (please refer to insured incident **6. Contract disputes**);
2. physical property which is in transit or which is lent or hired out;
3. goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
4. a dispute with any party other than the party who caused the physical damage, or who caused or suffered the legal nuisance or trespass;
5. defending **your** legal rights other than the defence of a counter-claim that is an insured incident under this section of **your policy**;

6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against **you**.

#### 4. Personal injury

At **your** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

#### What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually;
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
4. clinical negligence.

#### 5. Tax protection

**Costs and expenses** for:

1. a **tax enquiry**;
2. an **employer compliance dispute**; or
3. a **VAT dispute**;

provided that:

- a. **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- b. **DAS** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule.

#### What is not covered

1. Any claim relating to import or excise duties and import VAT.
2. Any claim arising from a tax avoidance scheme.
3. Any claim relating to any failure to register for Value Added Tax or Pay As You Earn.
4. Any claim arising from any investigation or enquiries undertaken by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

#### 6. Contract disputes

**Costs and expenses** in a contractual dispute with a party that **you** have a direct contractual relationship with arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £250 (including VAT);
2. if the amount in dispute exceeds £5,000 (including VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn;
3. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 (including VAT); and
4. if the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.

#### What is not covered

1. Any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.

2. Any claim relating to the following:
  - a. a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim;
  - b. terms of a lease, licence or tenancy of land or buildings. However, **DAS** will cover a dispute with a professional adviser in connection with these matters.
  - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters;
  - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you** (please refer to insured incident **1. Employment disputes and compensation awards**).
4. A dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification,

other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

## 7. Debt recovery

**Costs and expenses**, including enforcement of judgment to recover money and interest due, from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250 (including VAT);
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable; and
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

## What is not covered

1. Any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (**DAS** will cover a dispute if an insurer refuses **your** claim but not for a dispute over the amount of a claim);
  - b. terms of a lease, licence or tenancy of land or buildings;
  - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters; or
  - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute which arises out of the sale or provision of computer hardware, software, systems or services, other than agreements relating to the sale or provision of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party indicates that a defence exists.

5. Any dispute which arises from debts **you** have purchased from a third-party.

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**What is not covered by this section**

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred without the expressed acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident **1. Employment disputes and compensation awards b. Compensation awards** and **2. Legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property or secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this section.
7. Any claim under this section of **your policy** for a dispute with **DAS** or Hiscox. For disagreements with **DAS** about the handling of a claim refer to **Conditions which apply to the whole section 8**.
8. Any claim relating to a shareholding or partnership share in the **business** shown in the **policy** schedule.
9. **Costs and expenses** arising from or relating to a judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **you** are declared bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or **you** are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
  - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

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**How much DAS will pay**

**DAS** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **DAS** have agreed to, however:

1. the most that **DAS** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is shown as the limit in the **policy** schedule;
2. the most that **DAS** will pay for the total of all compensation awards under insured incident **1. Employment disputes and compensation awards b. Compensation awards** in any one **period of insurance** shall not exceed £1,000,000;

3. the most that **DAS** will pay in **costs and expenses** is no more than the amount that **DAS** would have paid to a **preferred law firm** or tax consultancy. The amount that **DAS** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time;
4. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
5. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of **your policy**, **DAS** must agree that **reasonable prospects** exist;
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most that **DAS** will pay in **costs and expenses** is the value of the likely award; and
7. in respect of insured incident **2. Legal defence, Jury service and court attendance** the maximum that **DAS** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount that **you**, the court or tribunal pays.

**DAS** will not pay:

1. in the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside of the **DAS standard terms of appointment** and these will not be paid by **DAS**;
2. If **you** are registered for VAT, **DAS** will not pay the VAT element of any **costs and expenses**; and
3. the first £500 (including VAT) of any claim under insured incident **6. Contract disputes** where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

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### Conditions which apply to the whole section

1.
  - a. On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** or tax consultancy as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court;
  - b. If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **DAS** are liable to pay a compensation award;
  - c. If **you** choose a law firm as **your appointed representative** that is not a **preferred law firm** or tax consultancy, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they refuse to act on this basis, the most that **DAS** will pay is the amount that **DAS** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount that **DAS** will pay a law firm, where acting on **your** behalf, is currently £100 per hour. This amount may vary from time to time;
  - d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. **You** and **insured persons** must:
  - a. co-operate fully with **DAS** and the **appointed representative**; and
  - b. give the **appointed representative** any information that **DAS** ask them to.
3.
  - a. **You** and **insured persons** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **DAS'** expressed consent;

- b. If **you** or an **insured person** do not accept a reasonable offer to settle a claim, then **DAS** will not pay further **costs and expenses**;
- c. **DAS** may decide to pay **you** or an **insured person** the reasonable value of the claim that **you** or the **insured person** are claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances **you** or the **insured person** must allow **DAS** to take over and pursue or settle a claim in **your/their** name. **You** and **insured persons** must allow **DAS** to pursue at **DAS'** own expense and for **DAS'** benefit, any claim for compensation against any other person and **you** and **insured persons** must give **DAS** all the information and help **DAS** need to do so.
4. a. **You** or an **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this;
- b. **You** or an **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for **you** or an **insured person** with good reason or if **you** or an **insured person** dismiss the **appointed representative** without good reason, the cover that **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
6. a. If **you** or an **insured person** settle a claim or withdraw **your/their** claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** that they have paid.
- b. If during the course of a claim **reasonable prospects** no longer exist, then the cover that **DAS** provide will end at once. **DAS** will pay any **costs and expenses** and compensation awards that **DAS** have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement between **you** or an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest that **you** or the **insured person** obtain at **your/their** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you/the insured person** and **DAS**. Subject to this, **DAS** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** or the **insured person** will recover damages or obtain any other legal remedy that **DAS** have agreed to or make a successful defence. This does not affect the **insured person's** rights under Condition 8.
8. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details are available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
9. **You** and **insured persons** must:
  - a. keep to the terms and conditions of this section of the **policy**;
  - b. take reasonable steps to avoid and prevent claims;
  - c. take reasonable steps to avoid incurring unnecessary costs;
  - d. send everything **DAS** ask for in writing, and
  - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information that **DAS** need.
10. This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered.  

If this is not specified, then the laws of England and Wales apply.

All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

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## Helpline services

**DAS** provide these services 24 hours-a-day, seven days-a-week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** may record all calls.

### Commercial legal advice

**DAS** will give **you** confidential legal advice over the phone on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours-a-day, 365 days-a-year. Beyond this jurisdiction, or for very specialist legal matters, **DAS** will refer **you** to one of **DAS'** specialist advisers. Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **DAS** will arrange to call **you** back.

### Tax advice

**DAS** will give **you** confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **DAS** will arrange to call **you** back.

To contact the above services, phone **DAS** on **0117 934 2111**.

### Counselling service

**DAS** will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over, or aged between 16 and 18 and in full-time employment. This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **DAS**.

To contact the counselling helpline, phone **0117 934 2121**.

The counselling service helpline is open 24 hours-a-day, seven days-a-week.

### The employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law.

To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If **you** would like notifications of when updates are made to the employment manual, please email **DAS** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting **your policy** number.

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## DAS Businesslaw

### What is DAS Businesslaw?

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage its exposure to legal risk.

DAS Businesslaw's document builders can help **you** quickly create documents such as:

- HR policies;
- terms and conditions documentation;
- privacy statements;
- copyright and trademark licences;
- data protection policy;
- employee contracts;
- debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to

help build and grow **your business**.

How do I get started?

1. Visit **Hiscox.farill.io**
2. Enter DASBHX100 into the 'voucher code' text box and press validate voucher.
3. Fill out **your** name and email address, create a password, and specify what type of **business you** have.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

**DAS** will not accept responsibility if the helpline services are unavailable for reasons **DAS** cannot control.

**Data protection**

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

**DAS** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from you, the third-party dealing with your claim or from the authorised partner who sold this **policy**.

**Who are DAS?**

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by the **DAS** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at: **dataprotection@das.co.uk**

**How DAS will use your information**

**DAS** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the **policy** includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**DAS** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless **DAS** are required to by their legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via the **DAS** website.

**What is DAS' legal basis for processing your information?**

It is necessary for **DAS** to use the personal information to perform their obligations in accordance with any contract that **DAS** may have with the person taking out this **policy**. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **policy**.

**How long will your information be held for?**

**DAS** will retain personal data for seven years. **DAS** will only retain and use the personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want **DAS** to use the personal data, please contact **DAS** at: **dataprotection@das.co.uk**

**What are your rights?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held;
- the right to have inaccuracies corrected for personal data held;
- the right to have personal data held erased;

- the right to object to direct marketing being conducted based upon personal data held;
- the right to restrict the processing for personal data held, including automated decision-making;
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

**Data Protection Officer**  
**DAS Legal Expenses Insurance Company Limited**  
**DAS House**  
**Quay Side**  
**Temple Back**  
**Bristol BS1 6NH**

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **How to make a data protection complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

**Information Commissioner's Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire SK9 5AF**  
[www.ico.org.uk](http://www.ico.org.uk)

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### **How to make a complaint**

**DAS** always aim to give you a high-quality service. If you think **DAS** have let you down, you can contact **DAS** by:

- phoning: **0344 893 9013**
- emailing: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to: **Customer Relations Department**  
**DAS Legal Expenses Insurance Company Limited**  
**DAS House**  
**Quay Side**  
**Temple Back**  
**Bristol BS1 6NH**

- completing **DAS'** online complaint form at: [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of the **DAS** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **DAS** have been unable to respond to your complaint within eight weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details are available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can contact them by:

- phoning: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to: **The Financial Ombudsman Service**  
**Exchange Tower**  
**London E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

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

### Special definitions for this section

<b>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your business</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> .
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

### What is covered

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

### What is not covered

- We** will not make any payment for:
1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
  2. **crisis containment costs** relating to any:
    - a. claim under any **Management liability – Employment practices liability** section;
    - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
  3. costs which are covered under any other section of this **policy**.
  4. any **crisis containment costs** directly or indirectly due to:
    - a. any incident, act, investigation or problem that affects **your** profession or industry; or
    - b. governmental regulations which affect another country or **your** profession or industry; or
    - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
    - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

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### How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

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### Your obligations

**We** will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

**We** will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**You** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

**You** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

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**Thank you for  
signing up with  
Business HR  
Solutions**

Currently, Business HR Solutions has in excess of 85,000 registered users that use its reference tools, trusting in its quality service to inform them of the latest developments and legislation in relation to human resources and health and safety. Like them, you can now enjoy support on human resources and health and safety issues through Business HR Solutions' website.

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**Website access**

To access the website, please follow these simple steps:

1. register online at <http://www.hrsolutions-uk.com/registrations/>;
2. you will then receive a confirmation email from Business HR Solutions' support team asking you to create your password;
3. you now have access to the Business HR Solutions' site;
4. we encourage you to bookmark the site for ease of reference (<https://hrsolutions.force.com/support>).

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**Website resources**

Included as standard through an easy to navigate website:

1. access to a variety of employee contracts, forms, policies, letters and a handbook that you may need to manage your staff;
2. a wide range of downloadable guides;
3. a free online risk assessment for both human resources and health and safety;
4. monthly e-newsletters, keeping you up-to-date with changes in the law.

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**Advice helpline**

With your access to Business HR Solutions you are also entitled to one **free** call to the advice line service per annum. To take advantage of this service please call 0333 247 2005 or email [help@hrsolutions-uk.com](mailto:help@hrsolutions-uk.com). If you have not already registered on the website, then please have your policy number to hand when you call, or include it in your email.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

You are also able to purchase additional time for just £95 per hour plus VAT if and when needed, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call.

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**Support**

If you are having difficulty accessing the website, then please contact the helpline on 0333 247 2005 who will attempt to resolve the issue with you.



For training and quality control purposes, telephone calls may be monitored or recorded.

Hiscox Syndicates Limited, Hiscox Insurance Company Limited and Hiscox Underwriting Ltd are authorised and regulated by the Financial Conduct Authority.

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