

## 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**  
CUO, Hiscox Underwriting Ltd

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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).

## General terms and conditions

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### 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

- The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- exposure to asbestos, asbestos fibres or materials containing asbestos; or
- 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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<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Presentation of the risk	<ol style="list-style-type: none"> <li>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.</li> </ol>
If you fail to make a fair presentation	<ol style="list-style-type: none"> <li>2. <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>

- b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
  - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
  - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

## Change of circumstances

- 3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the cancellation condition.

## If you fail to notify us of a change of circumstances

- 4. a. If **we** establish that **you** deliberately or recklessly failed to:
  - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
  - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

**we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
  - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
  - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

## Reasonable precautions

- 5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

## Premium payment

- 6. **We** will not make any payment under this **policy** until **you** have paid the premium.

## Cancellation

- 7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20.

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments

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>

## 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>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>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>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>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><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 actual 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> <b>Computers</b> are not included in this definition.
<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</b> , <b>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</b>, <b>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</b>, <b>insured failure</b> or restriction.</li> </ol>
<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.

## Public and products 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>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>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>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>employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>hired to or borrowed by <b>you</b>;</li> <li>under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>engaged by labour-only sub-contractors;</li> <li>a labour master or a person supplied by him;</li> <li>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.

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## 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.

## 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 **period of insurance**, **you** fail to secure the premises of a third party where **you** have been carrying out **your business**, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **you** 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 **period of insurance** and as a result of **your business**, any of **your employees** uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **we** are notified within three months of the unauthorised use.

## Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your business** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for 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.

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

- a. liability where **you** are entitled to cover under any other insurance;

- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

#### 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

Property for which you are responsible

A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
  - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
  - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
  - d. loss of a third-party's keys or electronic pass cards.

2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, 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.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:
  - a. **employee**; or
  - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
  - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- 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**.

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 <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of: <ul style="list-style-type: none"> <li>a. the Package Travel and Linked Travel Arrangements Regulations 2018;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Your products	9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts. 10. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b> ; <ul style="list-style-type: none"> <li>b. any <b>products</b> 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 <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ul>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> 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 <b>you</b> to a client under contract.
Contracts	14. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Terrorism, war or nuclear	15. contributed to by, resulting from or in connection with any: <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. any fear or threat of 15.a. to 15.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
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 <b>personal data</b> .
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. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	4. any claim brought against <b>you</b> : <ul style="list-style-type: none"> <li>a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b>; or</li> </ul>

- b. for **bodily injury** or **property damage**, arising from any **products**, occurring in any country outside the **geographical limits**.

Excess

5. the amount of any relevant **excess**.

## 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 **you** for **abuse or molestation**, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The most **we** will pay for **defence costs** in relation to **pollution** 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 **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Criminal proceedings costs

The most **we** 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 **you** and **your employees** during the **period of insurance**.

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 **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

## 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.

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**.

## 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	<p>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.</p> <p>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.</p>
Criminal proceedings	<p>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>.</p>
Claims against principals	<p>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:</p> <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	<p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> 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, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> <li>the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your business</b>; and</li> <li><b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</li> <li>there is no appeal outstanding; and</li> <li>the <b>employee</b> assigns his or her judgment to <b>us</b>.</li> </ol>
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Cyber claims	<b>We</b> 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.
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## Additional cover

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

	<b>We</b> will not make any payment for:
	1. any claim or part of a claim or loss directly or indirectly due to:
Deliberate or reckless acts	a. any act, breach or omission <b>you</b> deliberately or recklessly commit, condone or ignore.
Offshore	b. any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> 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.
Road traffic legislation	c. any <b>bodily injury</b> to any <b>employee</b> 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 <b>you</b> are entitled to indemnity from any other source.
Placed personnel	d. any <b>bodily injury</b> to any person supplied by <b>you</b> to a client under contract.
Claims outside the applicable courts	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 <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount stated in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b> .
Criminal proceedings costs	<b>We</b> will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .

## 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.

## 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.

## 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.

## 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.

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## **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.

### Special definitions for this section

**Rent receivable**                      Rent that **you** are not legally entitled to recover from **your** tenants while the **buildings** or any part are unusable as a result of insured **damage**.

**What is covered**                      **We** will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified under this section in the schedule.

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

Trace and access                      1. **we** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** 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 **damage**, leakage or escape first occurs at the **insured premises** during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leakage or escape.

Emergency services                      2. **we** 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 **you** are liable following insured **damage** occurring during the **period of insurance** to insured **buildings**.

Loss prevention costs                      3. **we** will pay for necessary and reasonable costs that **you** incur to protect the **buildings** from imminent insured **damage** occurring during the **period of insurance**.

Additions to buildings                      4. **we** will pay for **damage** occurring during the **period of insurance** to any additions or improvements to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

**We** may then 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.

Inadvertent omissions                      5. having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all **property** is accounted for, if any such **property** is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such **property**.

**We** may then 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.

Selling the buildings                      6. if **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** 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 **policy**.

Trees, shrubs and plants                      7. **we** will pay for **damage** occurring during the **period of insurance** to trees, shrubs or plants at the **insured premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion.

Discharge of oil                      8. **we** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to clean and decontaminate the land at the **insured premises** 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.

## 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**; or
- 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 directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. any item of **computer or digital technology** that is caused by any:
    - i. **cyber attack**; or
    - ii. **hacker**;
 affecting that item; or
  - b. any resulting reduction or loss of function to any other items of **computer or digital technology** that is caused by that item's direct or indirect digital connectivity to the **computer or digital technology** detailed at 9.a. above.

This exclusion 9.a. and 9.b. does not apply to any otherwise covered **damage**, loss, cost or expense which arises as a result of 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.

## 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	<p>Provided that <b>you</b> advise <b>us</b> of the rebuilding value of the <b>buildings</b> at the beginning of each <b>period of insurance</b>, the <b>amount insured</b> will be automatically increased by an additional percentage to take account of any inflationary increases over both the <b>period of insurance</b> and the period needed to rebuild or repair the <b>buildings</b>.</p> <p><b>Your</b> schedule will show if inflationary provision cover applies and the additional percentage amount.</p>
Under insurance	<p>If, at the time of <b>damage</b>, <b>we</b> establish that:</p> <ol style="list-style-type: none"> <li>1. the <b>amount insured</b>; or</li> <li>2. the <b>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 the amount it would cost to reinstate the buildings, including an allowance for other costs, <b>we</b> will reduce the amount <b>we</b> pay for any claim or loss 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 the actual cost of reinstatement.</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 values declared to <b>us</b> are less than 85% of the actual reinstatement cost; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of <b>your</b> obligation to: <ol style="list-style-type: none"> <li>a. make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>; or</li> <li>b. notify <b>us</b> of a change of circumstances in relation to the reinstatement cost of the <b>buildings</b>, which may materially affect the <b>policy</b>; or</li> <li>c. make a fair presentation of the risk to <b>us</b> when notifying <b>us</b> of a change of circumstances in relation to the reinstatement cost of the <b>buildings</b> which may materially affect the <b>policy</b>.</li> </ol> </li> </ol> <p>This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If <b>your</b> failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Index linking	<p>If <b>you</b> decide to renew this policy with <b>us</b>, <b>we</b> will automatically adjust the <b>amount insured</b> or <b>declared amount</b>, as appropriate, for <b>buildings</b> for the subsequent <b>period of insurance</b> in line with any change in nationally publicised indices. <b>You</b> should advise <b>us</b> if <b>you</b> do not want <b>us</b> to increase the <b>amount insured</b> or <b>declared amount</b> in this manner. However, <b>we</b> will not reduce the <b>amount insured</b> or <b>declared amount</b> without <b>your</b> consent.</p>
Noting of interests	<p><b>We</b> note the interests of any mortgagees in relation to this <b>policy</b>, including but not limited to any mortgagees shown in the schedule. If <b>you</b> breach any of the terms of this <b>policy</b> without <b>your</b> mortgagees' authority or knowledge, that will not affect the mortgagees' interest.</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. report to the police, as soon as is reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;</li> <li>3. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the <b>buildings</b>, including any self-contained areas of the <b>buildings</b>, 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>

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

### 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 show cases, 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>	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>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. **damage** occurring during the **period of insurance** to any fixed glass in windows, doors and fanlights, glass show cases, 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: <ol style="list-style-type: none"> <li>temporary boarding-up;</li> <li>repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;</li> <li>replacement lettering or other ornamental work and alarm foil on glass.</li> </ol>
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. <p><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.</p>
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> : <ol style="list-style-type: none"> <li>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>the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;</li> <li>fees charged when <b>you</b> re-apply for a commercial loan that was originally rejected.</li> </ol>
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 **damage** covered under this section.

Loss prevention costs	15. 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	16. 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	17. 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><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>you</b> made reasonable enquiries about the item's provenance before <b>you</b> bought it.</li> </ol>
Outdoor items	18. <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	19. 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 fault in the refrigeration unit;</li> <li>escape of refrigerant; or</li> <li>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> occurring during the <b>period of insurance</b> , provided that the refrigeration unit is: <ol style="list-style-type: none"> <li>less than five years old at the date of loss; or</li> <li>maintained under annual contract by a suitably qualified refrigeration engineer.</li> </ol>
Continuing hire charges	20. 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	21. <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>the <b>crime</b> was committed during the period that <b>your contents</b> have been continuously insured with <b>us</b>; and</li> <li>the <b>crime</b> was not committed after any director, partner, trustee, committee member, senior manager or officer of <b>you</b> first becomes aware of any <b>crime</b> committed by the person under a contract of service with <b>you</b>.</li> </ol>
Undamaged fixtures and fittings	22. tenant's fixtures and fittings if <b>your</b> lease is cancelled by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>insured premises</b> , provided the cancellation is a valid condition of <b>your</b> lease and that <b>you</b> are unable to save such fixtures and fittings. <b>We</b> will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.
Contents temporarily elsewhere	23. <b>damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> , excluding <b>handheld devices</b> , temporarily elsewhere in the <b>United Kingdom</b> , including while: <ol style="list-style-type: none"> <li>at the home of any director, partner, trustee, committee member, employee or volunteer of <b>yours</b>;</li> <li>at any location where <b>you</b> are attending a promotional event or exhibition in connection with <b>your activities</b>;</li> <li>at any location for the purpose of cleaning, maintenance, repair or restoration; and</li> </ol>



- 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 directly or indirectly caused by, contributed to by, resulting from or in connection with:

- a. any item of **computer or digital technology** that is caused by any:
  - i. **cyber attack**; or
  - ii. **hacker**;
 affecting that item; or
- b. any resulting reduction or loss of function to any other items of **computer or digital technology** that is caused by that item's direct or indirect digital connectivity to the **computer or digital technology** detailed at 14.a. above.

This exclusion 14.a. and 14.b. does not apply to any otherwise covered **damage**, loss, cost or expense which arises as a result of 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.

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## 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**.

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## 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;
  - 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**; or
  - 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 your 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.

#### 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.

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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 <b>us</b> promptly of any claim that an item of <b>art and collections</b> is not rightfully <b>yours</b>;</li> <li>3. notify <b>us</b> of any loss from <b>crime</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, 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 <b>property</b>. <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 the <b>insured premises</b>. 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>
Hiring in equipment	<p>When hiring in <b>property</b> <b>you</b> must complete and record an inventory check and inspect all <b>property</b> for <b>damage</b> prior to acceptance and agree a schedule of any <b>damage</b> with the hire company before taking charge of the <b>property</b>. Upon returning the <b>property</b> to the hire company <b>you</b> must only return the <b>property</b> to persons authorised within the hire company to accept the return of equipment.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Protections	<ol style="list-style-type: none"> <li>1. <b>You</b> must ensure that all fire alarms, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>insured premises</b> is left unattended, unless <b>you</b> have already advised <b>us</b> that a system is not working properly.</li> <li>2. <b>You</b> must also advise <b>us</b> as soon as reasonably possible if for any reason a system is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b>. All systems must be regularly serviced under contract by a reputable company at least annually.</li> </ol> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the <b>insured 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 <b>insured premises</b> is 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 the <b>insured 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 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. If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment for <b>damage</b> directly or indirectly caused by or resulting from the building works.</p> <p><b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p>
Unauthorised use of utilities	<p>If the <b>insured premises</b> is not occupied by <b>you</b>, <b>you</b> must inspect the <b>insured premises</b> at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such</p>

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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.

### 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> .

### 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 property** while hired out.

Damage to property hired out If stated in the schedule, **we** will also insure **you** against **damage** occurring during the **period of insurance** to **insured property** while hired out.

### Additional cover

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: <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> 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: <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 insurance covering such <b>damage</b>.</li> </ol>
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:

- damage** caused by:
  - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
  - coastal or river erosion;
  - a rise in the water table;
  - 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**; or
  - 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 a. to 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 directly or indirectly caused by, contributed to by, resulting from or in connection with:

- a. any item of **computer or digital technology** that is caused by any:
  - i. **cyber attack**; or
  - ii. **hacker**;
 affecting that item; or
- b. any resulting reduction or loss of function to any other items of **computer or digital technology** that is caused by that item's direct or indirect digital connectivity to the **computer or digital technology** detailed at 15.a. above.

This exclusion 15.a. and 15.b. does not apply to any otherwise covered **damage**, loss, cost or expense which arises as a result of 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 **you** 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 <b>in 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> <p>If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment for <b>damage</b> directly or indirectly caused</p>



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 – business interruption

### 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 schedule will also show if either the **amount insured** or the **indemnity period** are unlimited.

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>Accidental bodily injury</b>	Any identifiable bodily injury, including illness solely and directly resulting from the injury, to a <b>key person</b> which is caused by an accident occurring at an identifiable time and place during the <b>period of insurance</b> and which results in the <b>key person's</b> death or <b>disablement</b> .
<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</b> actual <b>income</b> or <b>gross profit</b> divided by the <b>indemnity period</b> multiplied by 12.
<b>Disablement</b>	A condition which, in the opinion of a qualified medical adviser approved by <b>us</b> , entirely prevents the <b>key person</b> from attending to their duties on <b>your</b> behalf.
<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>Illness</b>	An illness or disease contracted by a <b>key person</b> which first becomes apparent during the <b>period of insurance</b> and which results in the <b>key person's</b> <b>disablement</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> or <b>insured failure</b> 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>Key person</b>	Any of <b>your</b> directors, partners, trustees, in-house counsel or senior managers in actual control of <b>your</b> operations aged between 18 and 70 inclusive at the start of the <b>period of insurance</b> .
<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> </ul>

- d. Vernons Pools;
- e. Euro Millions Lottery; or
- f. UK Premium Bond prize draw.

<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.

## What is covered

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your activities** 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;
Unspecified customers	5. <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	6. <b>insured damage</b> arising at the premises of any <b>specified customer</b> ;

Unspecified suppliers	7. <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	8. <b>insured damage</b> arising at the premises of any <b>specified supplier</b> ;
Public utilities	<p>9. 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>10. 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>
Public authority	<p>11. <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	13. <b>insured failure</b> .
<b>Additional cover</b>	The following are also provided up to the amount stated in the schedule:
Employees' lottery win	<p>14. <b>We</b> will pay the following costs and expenses incurred by <b>you</b> with <b>our</b> prior consent caused by one or more of <b>your</b> employees resigning from employment with <b>you</b> during the <b>period of insurance</b> as a direct consequence of their securing a win in a <b>lottery</b>:</p> <ul style="list-style-type: none"> <li>a. recruitment and agency fees;</li> <li>b. additional overtime costs for <b>your</b> remaining employees; and</li> <li>c. the costs incurred by <b>you</b> to employ additional temporary employees.</li> </ul> <p>However, <b>we</b> will not make any payment for any costs and expenses caused by <b>your</b></p>



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

15. 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** are 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.

Key persons

16. If a **key person** suffers **accidental bodily injury** or contracts an **illness** which lasts for more than 28 days, **we** will pay **you** for the expense **you** incur in replacing that **key person**, less any savings **you** are able to make in order to avoid or reduce a loss. However, **we** will not make any payment where the **accidental bodily injury** to or **illness** of a **key person** is directly or indirectly caused by or results from:
  - a. any emotional or psychiatric disorder or condition;
  - b. the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
  - c. the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
  - d. any criminal act by **you** or the **key person**;
  - e. pregnancy or any condition connected with pregnancy or childbirth; or
  - f. any physical defect, infirmity or medical condition known to the **key person** at the inception date of this **policy**, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24-month period preceding that **key person** suffering the **accidental bodily injury** or contracting the **illness**.

## 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. that 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. that 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, this exclusion 2. does not apply to **What is covered**, 1. Financial losses from insured damage.

3. if **your activities** are discontinued permanently or if a liquidator or receiver is appointed;
4. 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 11b 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:

### Flexible cover

Where the schedule shows **you** are covered on a flexible business interruption cover basis, the most **we** will pay for each interruption is the **amount insured** shown on the schedule, which applies to the total of **your loss of income**, loss of **gross profit**, **increased costs of working** and **additional increased costs of working** combined.

### Loss of income

The difference between **your actual income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. We will also pay for **increased costs of working** and **alternative hire costs**.

### Loss of gross profit

The sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period** plus **increased costs of working** and **alternative hire costs** less any expenses or charges which cease or are reduced.

### Outstanding debts

Any of **your** outstanding debts which **you** are unable to recover following loss of **your** accounting records as a direct result of **insured damage** or **insured failure**.

### Accountant's charges

The amount **we** will pay for loss of **income** or loss of **gross profit** includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

### Specified customers

The most **we** will pay for **insured damage** arising at each premises of **your specified customer** is the amount stated in the schedule. If **your** customer is not individually stated in the business interruption section of the schedule, cover may apply under **What is covered**, Unspecified customers. Please check **your** schedule to see what cover **you** have for **insured damage** at the premises of **your** customers.

### Specified suppliers

The most **we** will pay for **insured damage** arising at each premises of **your specified supplier** is the amount stated in the schedule. If **your** supplier is not individually stated in the business interruption section of the schedule, cover may apply under **What is covered**, Unspecified suppliers. Please check **your** schedule to see what cover **you** have for **insured damage** at the premises of **your** suppliers.

### Employees' lottery win

The most **we** will pay for all losses arising from one or more of **your** employees resigning from their posts with **you** as a direct consequence of their securing a win in a **lottery** 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>
Key person cover	<p><b>We</b> will pay the expense <b>you</b> incur up to the amount stated in the schedule.</p> <p>If a <b>key person</b> is suffering from temporary <b>disablement</b>, <b>we</b> will pay only for the period of that <b>key person's disablement</b> and <b>we</b> will consider the <b>key person</b> to have made a recovery when he or she is able to engage in and perform the major duties of his or her role for <b>you</b>.</p>
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 business 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</b> or restriction, <b>we</b> establish that:</p> <ol style="list-style-type: none"> <li>the <b>annualised amount insured</b>; or</li> <li>the <b>annualised declared amount</b>, where <b>you</b> are covered on a <b>first loss limit</b> basis;</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><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><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> <p><b>We</b> will not apply a reduction for under insurance where the schedule shows either the <b>amount insured</b> or the <b>indemnity period</b> as 'unlimited'.</p>

## 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>



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.

Property insurance

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

Accounts records

**You** must keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured premises**. 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.

## 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.

### Special definitions for this section

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

### 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**.

### 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**.

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## How much we will pay

Personal assault following robbery or attempted robbery

**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**.

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

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## Your obligations

If any damage occurs

**We** will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered. **You** must report to the police or 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.

The General terms and conditions, the Property definitions, the terms and conditions of any **covered property section** and the following terms and conditions all apply to this section.

### Special definitions for this extension

<b>CBRN incident</b>	Any chemical, biological, radiological or nuclear incident where the proximate cause is a <b>terrorist act</b> .
<b>Computer system</b>	Any computer or other equipment, component, system or item which processes, stores, transmits or receives <b>data</b> .
<b>Covered property section</b>	Any section of this <b>policy</b> where cover is provided for <b>damage</b> to <b>your property</b> or <b>property</b> for which <b>you</b> are legally responsible.
<b>Damage</b>	Also includes contamination arising from a <b>CBRN incident</b> .
<b>Data</b>	Data of any sort, including but not limited to tangible or intangible data, <b>programs</b> or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information.
<b>DOS attack</b>	Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity, <b>computer systems</b> or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other <b>computer systems</b> .
<b>Geographical limit</b>	England, Wales or Scotland (but not the territorial seas adjacent to England, Wales and Scotland as defined by the Territorial Sea Act 1987) or the Channel Islands or the Isle of Man.
<b>Hacking</b>	Unauthorised access to any <b>computer system</b> , whether <b>your property</b> or not.
<b>Insured damage by terrorism</b>	<b>Damage</b> occurring during the <b>period of insurance</b> and caused by a <b>terrorist act</b> to <b>property</b> insured under any <b>covered property section</b> , provided that such <b>property</b> is located within the <b>geographical limit</b> .
<b>Money</b>	Also includes online currency, electronic cryptographic or virtual currency including Bitcoin or any similar currency, negotiable or non-negotiable instruments, financial securities or other financial instruments.
<b>Phishing</b>	Any access or attempted access to <b>data</b> or information made by means of misrepresentation or deception.
<b>Remote digital interference</b>	Any <b>virus</b> , <b>phishing</b> , <b>DOS attack</b> or <b>hacking</b> of a <b>computer system</b> occurring during the <b>period of insurance</b> and caused by a <b>terrorist act</b> originating anywhere in the world.
<b>Terrorist act</b>	An act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time, provided the act has been certified as a 'terrorist act' by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
<b>Virus</b>	Any <b>program</b> code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with or otherwise adversely affect, infiltrate or monitor computer <b>programs</b> , <b>computer systems</b> , <b>data</b> or operations, whether involving self-replication or not. This includes, but is not limited to, Trojan horses, worms, logic bombs and the exploitation of bugs or vulnerabilities in a <b>computer system</b> or <b>program</b> .



---

**What is covered**

- |                                   |  |
|-----------------------------------|--|
| Insured damage by a terrorist act | 1. <b>We</b> will cover <b>you</b> against <b>insured damage by terrorism</b> .  |
| Business interruption             | 2. <b>We</b> will cover <b>you</b> for <b>your</b> financial losses resulting solely and directly from an interruption to <b>your business</b> caused by <b>insured damage by terrorism</b> . <b>Your</b> schedule will show if <b>you</b> have the benefit of this cover. <b>We</b> will pay for no longer than the period shown in the schedule against each insured item.   |
| Remote digital interference       | 3. If, during the <b>period of insurance</b> , any <b>computer system</b> suffers <b>damage</b> or any <b>data</b> is altered, destroyed or corrupted as a result of a <b>remote digital interference</b> which directly causes: <ul style="list-style-type: none"> <li>a. fire, explosion, flood or escape of water from any tank, apparatus or pipe;</li> <li>b. impact of any aircraft, watercraft or any other mechanically propelled vehicle or any items carried in such vehicle; or</li> <li>c. <b>damage</b> to, destruction of or movement of any building, structure, plant or machinery, other than to a <b>computer system</b> itself,</li> </ul> which are also covered under a <b>covered property section we</b> will cover: <ul style="list-style-type: none"> <li>i. <b>you</b> against <b>damage to your property</b>;</li> <li>ii. where shown on the schedule, <b>your</b> loss of profit, revenue, turnover or increased costs of working resulting solely and directly from an interruption to <b>your business</b> directly caused by such <b>damage to your property</b> or denial of access to or use of <b>your property</b> arising from a <b>terrorist act</b> causing <b>damage to property</b> owned by a third party within a 1-mile radius of <b>your property</b>; and</li> <li>iii. where shown on the schedule, <b>your</b> loss arising from the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event and any reasonably and necessarily incurred additional charges to avoid or minimise such loss incurred, as a direct or indirect result of a. to c. above.</li> </ul> |

Please check **your** schedule to see if **you** have purchased business interruption cover and cancellation and abandonment cover under this **policy**.

Any exclusion relating to **terrorism** or **nuclear risks** within any property section of this **policy** will not operate to negate the coverage given under this section.

---

**What is not covered**

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

- 1. caused by **war**, riot or civil commotion.
- 2. to a **computer system** or any alteration, modification, distortion, erasure or corruption of **data** caused by **remote digital interference**:
  - a. at any premises that does not belong to **you** or for which **you** are not legally responsible. This does not apply to the cancellation and abandonment cover provided under **What is covered**, 3. Remote digital interference iii.; or
  - b. unless specifically covered under **What is covered**, 3. Remote digital interference.

This does not apply to otherwise covered **damage to property** which arises as an indirect result of the alteration, modification, distortion, erasure or corruption of **data** caused by **remote digital interference**.
- 3. to any nuclear installation or nuclear reactor.
- 4. to any **property**:
  - a. not insured under any property section of this **policy**;
  - b. which is specifically excluded elsewhere in this **policy**;
  - c. covered by any form of transit, marine or aviation insurance policy;
  - d. occupied as a private residence. However, this does not apply if:

## Terrorism extension

### Policy wording

- i. the privately occupied or owned part comprises less than 80% of the land or building as a whole; or
  - ii. at least 20% of the land or building is commercially occupied; and
  - ii. the privately occupied or owned part is insured under this **policy** or another policy of insurance, but not in the name of an individual.
5. caused by a **terrorist act** performed by or on behalf of any de jure or de facto government of any nation, country or state.
6. to **money** or the value of the lost or corrupted **data** itself in the event of a **remote digital interference**.

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### How much we will pay

**We** will pay up to the corresponding **amount insured** shown in schedule in respect of the **covered property sections** and, where purchased, the business interruption or cancellation and abandonment sections.

Any payment made under this section will be made on the same basis as **you** would be covered under How much we will pay in the corresponding section of the **policy**.

However, the most **we** will pay for all losses under this extension is the amount shown in the property – terrorism section of the schedule, regardless of the number of **terrorist acts**.

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### Your obligations

#### Maintaining insurance

**You**, and any parent or subsidiary of **you**, must maintain cover for **terrorist acts** on all **property** within the **geographical limit** which is owned by **you**, including any **property** which is not insured by **us**.

Where an **amount insured** is shown in the terrorism section of the schedule, **you** must also maintain cover for all insured **property** under the appropriate property section of this **policy**.

Where **we** become aware that **you** or any parent or subsidiary of **you** is not complying with either of the obligations listed above, **we** will not make any payment under this extension for any **damage** caused by a **terrorist act**.

#### Onus of proof

In any action lawsuit or other proceedings or where **we** state any **insured damage by terrorism** or **interference with a computer system** is not covered by this section, it will be **your** responsibility to prove otherwise.

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### Additional terms

The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:

1. any long-term agreement;
  2. any premium rebate agreement;
  3. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**;
  4. any extension to cover **property** which is located outside of the **geographical limit**; or
  5. any provision for a premium refund following cancellation. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.
-

## Personal accident

### Policy wording

Please read the schedule to see whether illness and compassionate leave are covered by this section.

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>Absence period</b>	The time period commencing from the first date of disablement or <b>compassionate leave</b> and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.
<b>Accidental bodily injury</b>	An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b> and which results in the <b>insured person's</b> death, <b>permanent disablement</b> or <b>temporary disablement</b> , within 24 calendar months of the date of the event.
<b>Active time</b>	The time period stated in the schedule as the 'active time', being the time when the <b>insured person</b> is covered for <b>accidental bodily injury</b> under this section.
<b>Capital benefit</b>	The amount stated as the 'capital benefit amount' in the schedule <b>we</b> will pay <b>you</b> following each incident of <b>permanent disablement</b> or death of an <b>insured person</b> .
<b>Compassionate leave</b>	Discretionary leave granted by <b>you</b> to an <b>insured person</b> following: <ol style="list-style-type: none"> <li>1. death;</li> <li>2. admittance to a hospital intensive care unit; or</li> <li>3. admittance to hospital for treatment of a terminal condition or cancer;</li> </ol> of any parent, spouse, partner or child of such <b>insured person</b> during the <b>period of insurance</b> , provided that such death or admittance to hospital could not reasonably have been foreseen by the <b>insured person</b> at inception.
<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> </ol>

b. denial of service attack or distributed denial of service attack.

**Counselling expenses**

The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for **permanent disablement** of an **insured person** under this section.

**Funeral expenses**

Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an **insured person's** death arising directly from **accidental bodily injury**. This includes repatriation expenses.

**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.

**Inception**

Start date of the **period of insurance** as stated in the schedule.

**Illness**

Disablement due to illness, sickness or disease which first manifests itself during the **period of insurance** and which results in the **insured person's temporary disablement**.

**Insured person**

Any person stated in the schedule, provided that such person is:

1. aged between 16 and 70 years old at **inception**;
2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and
3. currently employed by **you** but not supplied by **you** to a client under contract, unless otherwise stated in the schedule.

**Loss of sight**

Total loss of sight in an eye.

**Loss of hearing**

Total loss of hearing in an ear.

**Loss of limb**

Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.

**Loss of speech**

Total loss of speech.

**Medical expenses**

The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for **accidental bodily injury** under this section. **Physiotherapy treatment expenses** are not included within this definition.

**Minimum absence period**

The time period stated in the schedule as the 'minimum absence period', being the minimum period for which **temporary disablement** must be suffered in order for **weekly benefits** to be paid under this section. This period does not apply to **compassionate leave**.

**Permanent disablement**

1. **Loss of sight, loss of hearing, loss of limb or loss of speech**; or
2. any disablement which entirely prevents the **insured person** from attending to any business or occupation for which the **insured person** is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

**Physiotherapy treatment expenses**

The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for **accidental bodily injury** under this section.

**Recruitment expenses**

Reasonable expenses incurred by **you** with **our** prior written consent in the recruitment and selection process for the replacement of an **insured person** in connection with a valid claim for the death or **permanent disablement** of that **insured person** under this section.

**Retraining expenses**

Reasonable expenses incurred by **you** with **our** prior written consent in the retraining of an **insured person** for an alternative occupation in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.

<b>Temporary disablement</b>	Disablement lasting without interruption for longer than the <b>minimum absence period</b> and which prevents the <b>insured person</b> from carrying out their usual occupation.
<b>Weekly benefit</b>	The amount stated as the 'weekly benefit amount' in the schedule that <b>we</b> will pay <b>you</b> in respect of each <b>insured person</b> for each full week of their absence from their work for <b>you</b> during the <b>absence period</b> , excluding holidays and sabbaticals and subject to the <b>minimum absence period</b> , due to <b>temporary disablement</b> or <b>compassionate leave</b> .
<b>Weekly salary</b>	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by <b>you</b> to the <b>insured person</b> at the date of disablement or <b>compassionate leave</b> .
<b>Workplace alteration expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in making necessary alterations and adjustments to the <b>insured person's</b> workplace in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.
<b>You/your</b>	The insured company or organisation shown in the schedule.

## What is covered

Permanent disablement	<b>We</b> will pay <b>you</b> the <b>capital benefit</b> shown in the schedule if an <b>insured person</b> suffers <b>accidental bodily injury</b> which results in their death or <b>permanent disablement</b> .
Temporary disablement	<p><b>We</b> will pay <b>you</b> the <b>weekly benefit</b> shown in the schedule if an <b>insured person</b>:</p> <ol style="list-style-type: none"> <li>1. suffers <b>accidental bodily injury</b> or <b>illness</b> which results in their <b>temporary disablement</b>; or</li> <li>2. is granted <b>compassionate leave</b>.</li> </ol> <p><b>Your</b> schedule will show if <b>weekly benefits</b> are payable and if <b>illness</b> and <b>compassionate leave</b> are covered.</p>
<b>Additional cover</b>	<p><b>We</b> will also pay <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. <b>medical expenses, physiotherapy treatment expenses, counselling expenses</b> and <b>funeral expenses</b>: <ol style="list-style-type: none"> <li>a. incurred with <b>our</b> prior written consent by <b>you</b> on behalf of an <b>insured person</b>; or</li> <li>b. incurred by or on behalf of an <b>insured person</b> where <b>you</b> have agreed with <b>our</b> prior written consent to reimburse or pay for such expenses; and</li> </ol> </li> <li>2. <b>retraining expenses, workplace alteration expenses</b> and <b>recruitment expenses</b> incurred by <b>you</b> directly as a result of a <b>permanent total disablement</b>.</li> </ol>

## What is not covered

	<b>We</b> will not make any payment under this section for:
Hazardous pursuits	<ol style="list-style-type: none"> <li>1. any <b>accidental bodily injury</b> sustained while taking part in: <ol style="list-style-type: none"> <li>a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;</li> <li>b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the <b>insured person</b>: <ol style="list-style-type: none"> <li>i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or</li> <li>ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;</li> </ol> </li> <li>c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, kite surfing, mountaineering, coasteering or rock-climbing for which the <b>insured person</b> would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>d. any combat sport including, but not limited to, boxing, wrestling or martial arts;</li> <li>e. armed forces activities including operations, exercises or training; or</li> <li>f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.</li> </ul>
Excluded countries	2. any <b>accidental bodily injury</b> occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.
Other exclusions	<p>3. any <b>accidental bodily injury</b> or <b>illness</b> directly or indirectly arising out of or contributed to by:</p> <ul style="list-style-type: none"> <li>a. any: <ul style="list-style-type: none"> <li>i. emotional or psychiatric disorder or condition; or</li> <li>ii. mental anguish or distress;</li> </ul> </li> <li>b. the <b>insured person</b> taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);</li> <li>c. the <b>insured person</b> committing or attempting suicide or deliberately injuring themselves;</li> <li>d. the <b>insured person</b> deliberately exposing themselves to exceptional danger unless trying to save a human life;</li> <li>e. any criminal act: <ul style="list-style-type: none"> <li>i. by the <b>insured person</b>; or</li> <li>ii. by <b>you</b> or on <b>your</b> behalf;</li> </ul> </li> <li>f. any physical defect, infirmity or medical condition known to the <b>insured person</b> at <b>inception</b>, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before <b>inception</b>;</li> <li>g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the <b>insured person</b> at <b>inception</b> or for any surgery which was planned before <b>inception</b>.</li> <li>h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;</li> <li>i. pregnancy or childbirth. However, this does not apply to <b>compassionate leave</b> granted as a direct result of complications from pregnancy or childbirth; or</li> <li>j. <b>asbestos risks</b>;</li> </ul>
Cyber incidents	<p>4. any <b>accidental bodily injury</b> or <b>illness</b> directly or indirectly arising out of or contributed to by any:</p> <ul style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> <li>b. <b>hacker</b>;</li> <li>c. <b>computer or digital technology error</b>;</li> <li>d. any fear or threat of 4.a. to 4.b. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.d. above.</li> </ul>
War, nuclear or terrorism	<p>5. 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. any fear or threat of 5.a. to 5.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.</li> </ul>

## How much we will pay

Permanent disablement and death	<b>We will pay you the capital benefit</b> shown in the schedule for <b>permanent disablement</b> or death of each <b>insured person</b> . Only one <b>capital benefit</b> shall be payable for each <b>insured person</b> in respect of the consequences of any one <b>accidental bodily injury</b> .
Temporary disablement	For <b>temporary disablement</b> , <b>we will pay you the weekly benefit</b> shown in the schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ol style="list-style-type: none"> <li>the <b>insured person</b> no longer suffering from the <b>temporary disablement</b>;</li> <li>the <b>insured person</b> suffering <b>permanent disablement</b>;</li> <li>the <b>insured person</b> no longer being employed by <b>you</b>;</li> <li>the end of the <b>absence period</b>,</li> </ol> for each <b>insured person</b> in respect of the consequences of any one <b>illness</b> or <b>accidental bodily injury</b> .
Compassionate leave	For <b>compassionate leave</b> , <b>we will pay you</b> up to the <b>weekly benefit</b> shown in the schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ol style="list-style-type: none"> <li>the <b>insured person</b> returning from <b>compassionate leave</b>;</li> <li>the <b>insured person</b> no longer being employed by <b>you</b>; or</li> <li>two weeks from the commencement of the <b>compassionate leave</b>,</li> </ol> for each <b>insured person</b> . However, <b>we will not pay more than the insured person's weekly salary</b> and <b>we will not pay for more than one compassionate leave</b> for each <b>insured person</b> in any one <b>period of insurance</b> .
Total event limit	The most <b>we will pay</b> in total for all benefits and expenses in respect of all <b>insured persons</b> injured in any one event is the total event limit shown in the schedule.
<b>Additional cover</b>	The following are also included within, and not in addition to, the total event limit shown in the schedule:
Medical expenses	<b>We will also pay you medical expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> for each <b>insured person</b> .
Physiotherapy treatment expenses	<b>We will also pay you physiotherapy treatment expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> for each <b>insured person</b> .
Counselling expenses	<b>We will also pay you counselling expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Funeral expenses	<b>We will also pay you funeral expenses</b> , up to the amount shown in the schedule, for each <b>insured person</b> .
Retraining expenses	<b>We will also pay you retraining expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Workplace alteration expenses	<b>We will also pay you workplace alteration expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Recruitment expenses	<b>We will also pay you recruitment expenses</b> , up to the amount shown in the schedule, incurred in connection with an <b>accidental bodily injury</b> resulting in death or <b>permanent disablement</b> for each <b>insured person</b> .



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**Your obligations**

**We** will not make any payment for **illness** or **accidental bodily injury** under this section unless:

1. **you** notify **us** promptly of any **illness** or **accidental bodily injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under your **policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm or tax consultancy** on behalf of **DAS**.

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, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk).

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

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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

It will help if you keep the following points in mind:

#### How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

#### Send your claim to

If you would prefer to report your claim in writing, please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

#### When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If you do, **DAS** will not pay the costs involved.

#### Cover

This section will cover 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:

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- reasonable prospects** exist for the duration of the claim.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

**DAS** will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same

time or from the same originating cause is the limit stated in the schedule.

### Special definitions for this section

<b>Appointed representative</b>	The <b>preferred law firm or tax consultancy</b> or other law firm or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section. The most <b>DAS</b> will pay in <b>costs and expenses</b> is no more than the amount we would have paid to a <b>preferred law firm or tax consultancy</b> . The amount we will pay a law firm or tax consultancy (where acting as an <b>appointed representative</b> ) is currently £100 per hour. This amount may vary from time to time.
<b>Costs and expenses</b>	<ol style="list-style-type: none"> <li>1. All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</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> pays them with <b>DAS'</b> agreement.</li> </ol>
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than under <b>insured incident – 4 tax protection</b>), the <b>date of occurrence</b> is 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 the event happened, which may be before the date <b>the policyholder</b> or an <b>insured person</b> first became aware of it.)</li> <li>2. For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> began or is alleged to have begun to break the law.</li> <li>3. For <b>insured incident - 4 tax protection</b>, the <b>date of occurrence</b> is when HM Revenue and Customs first notifies in writing the intention to make enquiries.  For VAT or <b>employer compliance disputes</b>, the date the dispute arises during the <b>period of insurance</b> following the issue of an assessment, written decision or notice of a civil penalty.</li> <li>4. For <b>insured incident 2 - legal defence</b>, 5 statutory notice appeals, the date when the <b>policyholder</b> is issued with the relevant notice and has the right to appeal.</li> </ol>
<b>Employer compliance dispute</b>	A dispute with HM Revenue & Customers concerning <b>insured person's</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
<b>Insured person</b>	<b>The policyholder</b> and <b>the policyholder's</b> directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by <b>the policyholder</b> .
<b>Legal nuisance</b>	Any unlawful interference with <b>the policy holder's</b> use or enjoyment of <b>the policy holder's</b> land, or some right over, or in connection with it.
<b>Preferred law firm or tax consultancy</b>	A law firm, barristers' chambers or tax expert <b>DAS</b> choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>DAS</b> agreed service standard levels, which we audit regularly.
<b>Reasonable prospects</b>	<ol style="list-style-type: none"> <li>1. For civil cases, the prospects that the <b>insured person</b> will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>DAS</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>DAS</b>, or a <b>preferred law firm or tax consultancy</b> on <b>DAS'</b> behalf, will assess whether there are reasonable prospects.</li> <li>2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</li> </ol>

<b>Tax enquiry</b>	<p>A written notice of enquiry, issued by HM Revenue &amp; Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"> <li>includes a request to examine any aspect of the <b>insured person's</b> books and records; or</li> <li>advises of a check of the <b>insured person's</b> whole tax return.</li> </ol>
<b>Territorial limit</b>	<p><b>For insured incidents 2 legal defence (excluding 2.5), and 3 b. bodily injury</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p><b>For all other insured incidents</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>The policyholder</b>	The <b>insured person</b> named in the policy schedule.
<b>VAT dispute</b>	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	<p><b>Costs and expenses</b> to defend <b>the policyholder's</b> legal rights:</p> <ol style="list-style-type: none"> <li>prior to the issue of legal proceedings in a court or tribunal: <ol style="list-style-type: none"> <li>following the dismissal of an employee; or</li> <li>where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;</li> </ol> </li> <li>in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or</li> <li>in legal proceedings in respect of any dispute with: <ol style="list-style-type: none"> <li>a contract of employment with <b>the policyholder</b>; or</li> <li>an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.</li> </ol> </li> </ol>
<b>What is not covered</b>	<ol style="list-style-type: none"> <li>Any claim in respect of damages for personal injury or loss of or damage to property.</li> <li>Any claim arising from or relating to any 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.</li> </ol>
b. Compensation awards	<p><b>DAS</b> will pay:</p> <ol style="list-style-type: none"> <li>any basic and compensatory award; and/or</li> <li>an order for compensation following a breach of <b>the policyholder's</b> statutory duties under employment legislation in respect of a claim <b>DAS</b> have accepted under <b>insured incident 1.a</b>,</li> </ol> <p>provided that:</p> <ol style="list-style-type: none"> <li>in cases relating to performance and/or conduct, <b>the policyholder</b> has throughout the employment dispute either: <ol style="list-style-type: none"> <li>followed the ACAS code of disciplinary and grievance procedures as prepared</li> </ol> </li> </ol>

- by the Advisory, Conciliation and Arbitration Service; 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.
- 2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
- 3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department before starting any redundancy process or procedures with **the policyholder's** employees.
- 4. the compensation is awarded by a 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 of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### 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 the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

#### c. Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by **the policyholder** or for which **the policyholder** is responsible.

#### What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

## 2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the:
    - i. police; or
    - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a

court of criminal jurisdiction,

provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.

#### 2. **costs and expenses:**

- a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided **the policyholder** was registered with the Information Commissioner at the time of the incident.
- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:
  - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

#### What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Property protection and bodily injury

- a. Property protection
 

**Costs and expenses** in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

  1. any event which causes physical damage to such material property;
  2. a legal nuisance; or
  3. Trespass.

Please note that **the policyholder** must have established the legal ownership or right to the land that is subject of the dispute.

#### What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against the **insured person**.

#### b. Bodily injury

At **the policyholder's** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which 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 or is not caused by a specific or sudden accident;
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members; or
4. clinical negligence.

## 4. Tax protection

**Costs and expenses** for an **appointed representative** in respect of any:

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

provided that:

1. for all insured incidents, **the insured person** has 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
2. **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 caused by the failure of **the insured person** to register for value added or pay as you earn tax.
4. Any claim arising from any investigation or enquiries undertaken 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 & Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.



#### 5. Contract disputes

**Costs and expenses** in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services,

provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** including VAT, in each and every claim. If **the policyholder** is using a **preferred law firm or tax consultancy**, they will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If **the policyholder** is using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **the policyholder** does not pay this amount the cover for the claim could be withdrawn.
2. 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.
3. if the dispute relates to money owed to **the policyholder**, 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 inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings, other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c. a loan, mortgage, pension or any other financial product and chose in action; or
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is 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 **the policyholder**.
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 **the policyholder's** own specification,
 other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring 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 intimates that a defence exists.

#### 6. 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.
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable.

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 inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings;
  - c. a loan, mortgage, pension or any other financial product and choses in action;
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

#### 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 before the written 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 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has 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, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its 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.

### Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
  - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;
  - c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
  - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
  - a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - b. try to prevent anything happening that may cause a claim; and
  - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
  - a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **DAS** shall be entitled to refuse to make any payment under this section of 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. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** 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. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the policy in respect of any innocent **insured person**.
4.
  - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

**DAS** can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii. there is a conflict of interest.
  - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
  - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
  - e. **DAS** will have direct contact with the **appointed representative**.
  - f. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
5.
    - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
    - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
    - c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
  6.
    - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
    - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
  7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
  8. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
  9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
  10. **DAS** may, at their discretion, require the **policyholder** to obtain an opinion from counsel, at the **policyholder's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
  11. This section will be governed by English law.

12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

## Helpline services

	<b>DAS</b> provide these services 24 hours a day, seven days a week during the <b>period of insurance</b> . To help <b>DAS</b> check and improve their service standards, <b>DAS</b> may record calls.
Eurolaw commercial legal advice	<b>DAS</b> will give <b>the policyholder</b> confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Tax advice	<b>DAS</b> will give <b>the policyholder</b> confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.
Business assistance	In the event of an unforeseen emergency affecting <b>the policyholder's</b> business premises which causes damage or potential danger, <b>DAS</b> will contact a suitable repairer or contractor and arrange assistance on behalf of <b>the policyholder</b> . All costs of assistance provided are the responsibility of <b>the policyholder</b> .  To contact the above services, phone us on 0117 934 2111 quoting your policy number.
Counselling	<b>DAS</b> will provide all employees (including any members of their immediate family who permanently live with them) of <b>the policyholder</b> with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.  To contact the counselling helpline, phone us on 0117 934 2121.  These calls are not recorded. <b>DAS</b> will not accept responsibility if the helpline services fail for reasons <b>DAS</b> cannot control. Please do not phone <b>DAS</b> to report a general insurance claim.
The employment manual	The <b>DAS</b> employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the <b>DAS</b> website at <a href="http://www.das.co.uk">www.das.co.uk</a> . From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for <b>the policyholder's</b> own use. Contact <b>DAS</b> at <a href="mailto:marketing@das.co.uk">marketing@das.co.uk</a> with <b>the policyholder's</b> email address, quoting <b>the policyholder's</b> policy number and <b>DAS</b> will contact them by email to inform them of future updates to the information.
DASbusinesslaw	At <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. <b>DASbusinesslaw</b> users can also access interactive document builders, to help make composing commercial documents as easy as possible.  From new legislation and employment issues to property law and taxation, you will find the content provided by <b>DASbusinesslaw</b> is updated regularly by legal experts to help you keep your business one step ahead.  To access <b>DASbusinesslaw</b> , please go to <a href="http://www.dasbusinesslaw.co.uk">www.dasbusinesslaw.co.uk</a> and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is <b>DAS472301</b> .

## How DAS will use the insured person's information

**DAS** may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the

**insured person's** legal advice on non-European Union law.

**DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** 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 **DAS** website.

## Data Protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the **insured person's** personal data (including sensitive personal data) that **DAS** collect from the **insured person** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give the **insured person** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **DAS** hold about the **insured person**, please write to the Group Data Protection Controller at the **DAS** Head Office address which is;

### **DAS Head and Registered Office:**

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

## How to make a complaint

**DAS** always aim to give you a high quality service. If you think **DAS** have let you down, please write to **DAS** Customer Relations Department at **DAS** Head Office address.

You can phone **DAS** on **0344 893 9013** or email **DAS** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

Details of **DAS** internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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