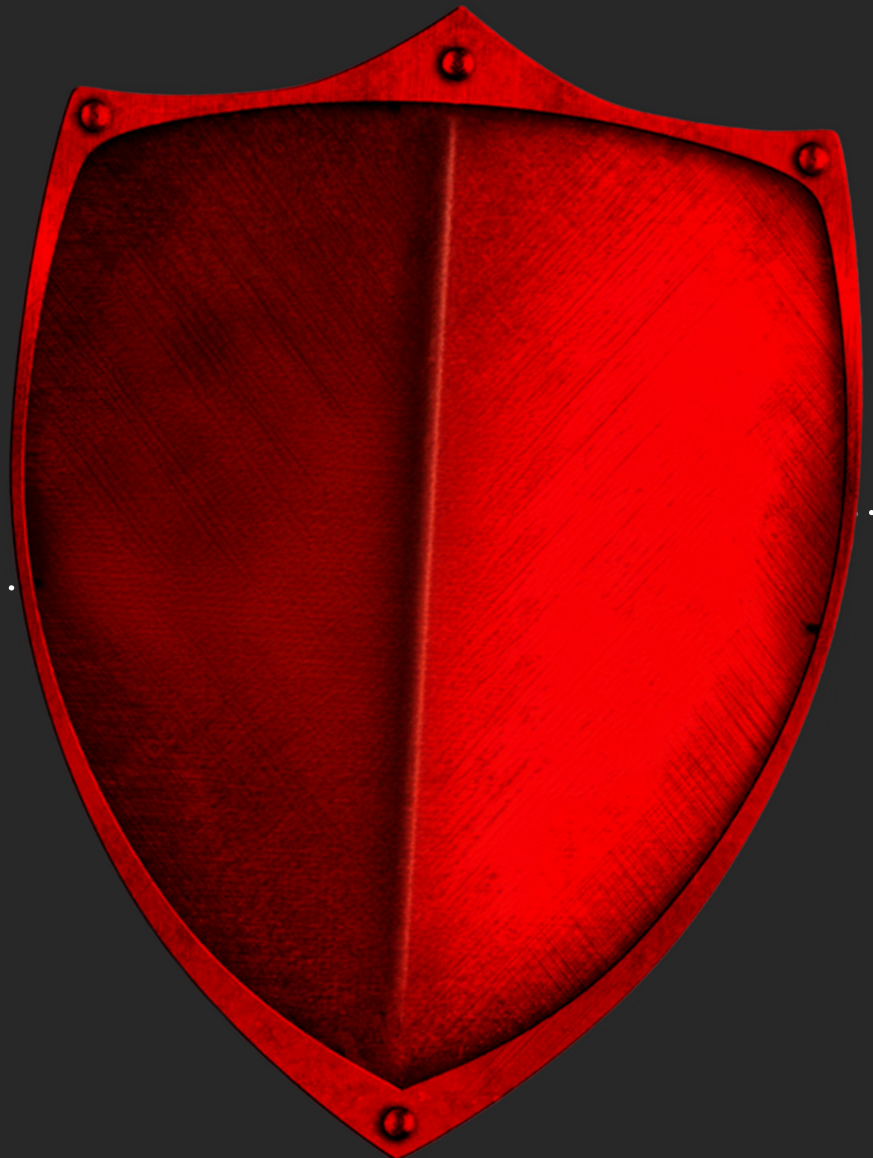


Insurance for Security and Fire Protection Contractors

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Policy wording



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

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



Ben Horton

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

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

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 to review **your** case. This does not affect **your** legal rights.

Address:
Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in your policy schedule.

General terms and conditions

General definitions	<p>We use some words throughout this policy with the same meaning wherever they appear. These are shown in bold type and we explain what they mean below.</p> <p>Any other definitions when used in particular sections of the policy are shown in bold and have the same meaning whenever they appear in that section. We explain what they mean in the ‘Special definitions’ section of that part of the policy.</p>
Artificial intelligence	<p>Any machine learning, logical, statistical or other algorithm in computer or digital technology that can:</p> <ol style="list-style-type: none"> 1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or 2. adapt or vary its operation proactively, or in response to inputs.
Asbestos risks	<ol style="list-style-type: none"> 1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or 2. exposure to asbestos, asbestos fibres or materials containing asbestos; or 3. 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	<p>Your business or profession as shown in your schedule.</p>
Civil commotion	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none"> 1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or 2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.
Communicable disease	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
Computer or digital technology	<p>Any programs, 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.</p>
Computer or digital technology error	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, <p>any computer or digital technology.</p>
Confiscation	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"> 1. access to; 2. extraction of information from; 3. disruption of access to or the operation of; or 4. damage to: <p>any data or computer or digital technology, 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.

Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. 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; 3. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in your schedule.
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.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	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: <ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named in the schedule.

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

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| Premium payment | 6. We will not make any payment under this policy until you have paid the premium. |
| Cancellation | <p>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:</p> <p>a. under £20; or</p> <p>b. if we have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p> <p>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.</p> |
| Multiple insureds | <p>8. The most we will pay is the relevant amount shown in your schedule.</p> <p>If more than one insured is named in your schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in your schedule, or if there is more than one insured named in your schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | 9. Where a section of this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under that section of your policy during the period of insurance . |
| Rights of third parties | 10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy 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 policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Cover under multiple sections | 12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover. |
| Governing law | 13. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 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. |
| Non-admitted | 15. This policy is negotiated and made in the United Kingdom between you and us . We are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. You acknowledge that no solicitation for the policy has been made by us outside of the United Kingdom, that unless otherwise agreed in writing the policy is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. You acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which we have informed you that we are authorised to conduct insurance business, will be paid by you directly to the appropriate authority. |

Several liability

16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.

The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.

Sanctions

17. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.

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

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** 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 **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from 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.

General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
 - a. **solar weather**;
 - b. any fear or threat of 1.a.; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

Public and products liability

Policy wording

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

Special definitions for this section

Abuse or molestation	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, of vulnerable persons .
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Client money	Coins, bank and currency notes, crossed cheques, crossed warrants, crossed postal orders, credit and debit card sales vouchers, Value Added Tax (VAT) purchase invoices and valuables all belonging to your clients and for which you are responsible.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none"> 1. employed by you under a contract of service or apprenticeship; 2. hired to or borrowed by you; 3. under your control or supervision and is self-employed or working on a labour-only basis; 4. engaged by labour-only sub-contractors; 5. a labour master or a person supplied by him; 6. engaged under a work experience or training scheme; 7. a voluntary worker engaged with your permission.
Excess	The amount you must bear as the first part of each agreed claim or loss but not for bodily injury .
Financial loss	Damages you would legally have to pay as compensation as a direct result of your business .
Inefficacy	The failure of any security service, security duty or security process provided or managed by you and assumed by you under contract or agreement, to perform the function or serve the purpose for which it was intended.
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 .
Products inefficacy	The failure of any of your products to perform the function or serve the purpose for which they were intended.
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 .
Valuables	Precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones, bullion, clocks, watches, photographic equipment, binoculars, telescopes, pictures and other works of art, rare and unusual figurines and ornaments, collections of stamps, coins or medals.

Vulnerable persons	Children and at risk adults under your care, custody and control.
Wrongful arrest	<p>Any unlawful physical restraint by you or any employee on the liberty of another party including:</p> <ol style="list-style-type: none"> 1. assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by any person under arrest before such person has been or could be placed in the custody of the police or an officer of the court; 2. assault and battery committed or alleged to have been committed at the time of requesting the removal of a person or persons from a premises; 3. libel or slander, false imprisonment or malicious prosecution: <ol style="list-style-type: none"> i. committed or alleged to have been committed directly in connection with an arrest; or ii. arising out of the investigation of shoplifting or theft.
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> a. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or b. wrongful arrest or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>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.</p> <p>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.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>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 or property damage, 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:</p> <ol style="list-style-type: none"> a. arises out of: <ol style="list-style-type: none"> 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	<p>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:</p> <ol style="list-style-type: none"> 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.

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.

Financial loss

If, as a result of **your business**, any party brings a claim against **you** during the **period of insurance** for **financial loss**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

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

We will not make any payment for any claim directly or indirectly due to **financial loss**:

- a. sustained by any **employee** arising out of and in the course of employment by **you**;
- b. arising as a result of strikes, lock-outs or labour disturbances in which **you** or **your employees** are involved;
- c. arising from any act of fraud or dishonesty;
- d. arising from any insolvency or financial default;
- e. arising from the passing off or the infringement of patents, copyrights, trademarks or trade names or from deceit or injurious falsehood;
- f. which is covered elsewhere in this section, or any other section of the **policy**;
- g. arising from any interruption of or interference with electronic means of communication used in the conduct of **your business**, including any reduced performance of any website or electronic means of communication;
- h. arising from the diminution in the value of any property;
- i. where **your** liability arises under a contract or agreement where the liability would not have existed without the contract or agreement; and
- j. arising from **inefficacy** or **products inefficacy** where **you** were first asked or required to carry out rectification work prior to the completion of the contract under which the work was originally done or during the period of any maintenance obligations legally attaching to **you**.

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.

Inefficacy

We will indemnify **you** against the sums **you** have to pay as compensation in respect of **your** liability for **inefficacy**, where such liability is otherwise covered under **What is covered**, Claims against you.

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

- a. damage to contract works for which **you** are required to effect insurance under the terms of any contract or agreement;
- b. any claim for **products inefficacy**; or
- c. any indirect or consequential loss arising from a breach of contract by **you** not related to **property damage** or **bodily injury**.

Additional cover

Fidelity bonding

We will indemnify **you** against the sums **you** have to legally pay as compensation to **your** client as a result of:

- 1. loss of or damage to **clients' money, valuables** or property belonging to **your** clients'
- 2. the use of a client's telephone system without authority, including any mobile or internet-based telephone network, provided that **we** are notified within 3 months of the unauthorised use; and
- 3. **bodily injury** to **your** client,

caused by an act of arson, assault, theft or attempted theft, malicious damage, fraud, dishonesty or embezzlement, committed during the **period of insurance** by an **employee** normally resident within the United Kingdom, the Channel Islands or the Isle of Man and discovered no later than 24 months after the termination of this **policy** or the employment of the **employee** committing such act, whichever occurs first, provided that:

- a. the claim arises in connection with a contract or agreement with such client;
- b. **you** take reasonable care to ensure that all **employees** are suitable and competent and have been vetted to the British Standards appropriate for their duties;
- c. **you** provide all reasonable assistance to **us** in suing for and obtaining reimbursement from any **employee** responsible for such loss of monies paid or payable and shall deduct from the amount of the claim any amount payable to them by way of salary or otherwise; and
- d. **we** will deduct any amount payable to the **employee** by way of salary or otherwise from the amount of the claim.

We will not make any payment for:

- i. loss of interest or any other consequential or indirect loss; or
- ii. further acts of arson, assault, theft or attempted theft, malicious damage, fraud, dishonesty or embezzlement committed by an **employee** following **your** discovery of such act.

Loss of keys

We will pay the reasonable costs to replace locks, keys or pass cards for **your** client following **your** loss of their keys or electronic pass cards during the **period of insurance**.

Consequential loss of keys

We will also pay for the sums **you** have to pay as compensation to **your** client following **your** loss of their keys or electronic pass cards during the **period of insurance**.

Loss of extinguishant	We will pay the reasonable costs to refill fixed fire extinguishers following the sudden, identifiable, unintended and unexpected discharge of gas or foam during the period of insurance arising from work carried out by you .
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	<p>A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. loss of or damage to any property: <ol style="list-style-type: none"> a. 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: <ol style="list-style-type: none"> i. vehicles or personal effects belonging to your employees or visitors, while on your premises; ii. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; iii. 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; iv. loss of a client's keys or electronic pass cards; v. any claim arising from inefficacy or products inefficacy; vi. any claim under What is covered, Fidelity bonding; or vii. any loss under What is covered, Loss of extinguishant; or b. being worked on by you where the property damage is a direct result of such work. 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. <p>This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway.
Injury to employees	<ol style="list-style-type: none"> 3. bodily injury to any: <ol style="list-style-type: none"> a. employee; or b. person supplied by you to a client under contract which occurs anywhere other than at your premises.
Bona fide sub-contractors	<ol style="list-style-type: none"> 4. Any work undertaken for your business by bona fide sub-contractors, unless you take all reasonable steps to ensure that they have and maintain in force public liability insurance with a limit of indemnity not less than £2,000,000.
Pollution	<ol style="list-style-type: none"> 5. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 6. contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. cyber attack; b. hacker;

- c. **computer or digital technology error**; or
 - d. any fear or threat of 6.a. to 6.b. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.
- Professional advice 7. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you**.
- Treatment or care 8. 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 9. any **business** activity where **you** are deemed in law to be liable, purely as a result of:
 - a. the Package Travel and Linked Travel Arrangements Regulations 2018;
 - b. any similar or successor legislation; or
 - c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
- Your products 10. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
11. a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
- b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**;
- c. any **products** relating to **drones** or self-balancing motorised scooters.
- Deliberate or reckless acts 12. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
- This does not apply to any claim or loss:
- a. arising from **inefficacy**;
 - b. under **What is covered**, Fidelity bonding, but **we** will not in any event provide cover where:
 - i. **you**, but not any senior manager of officer; or
 - ii. any director, partner, trustee or committee member belonging to the client that suffers the loss and who are in actual control of operations,
- commit, condone or ignore any fraud or dishonesty.
- Contracts 13. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.. This does not apply to **What is covered**, Inefficacy.
- War or nuclear 14. contributed to by, resulting from or in connection with any:
 - a.. **war**;
 - b. **nuclear risks**;
 - c. any fear or threat of 14.a. or 14.b. above; or
 - d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 14.a. to 14.c. above.
- If there is any dispute between **you** and **us** over the application of 14.a. above, it will be for **you** to show that the clause does not apply.

Personal data	15. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Asbestos	16. asbestos risks . This does not apply to any claim or loss arising from the removal or disposal of asbestos fibres or material or products made entirely or mainly of asbestos fibres or material, provided: <ul style="list-style-type: none"> a. such activity does not form part of your usual business; b. the discovery is unintentional and accidental and that upon discovery all work immediately stops; and c. an asbestos removal contractor licensed by the Health and Safety Executive is appointed as soon as practicable to make safe the area in which the discovery is made and who has public liability insurance with a limit not less than the main limit of indemnity stated in the schedule for each and every claim or loss.
High hazard locations	17. any activity undertaken by you or on your behalf which takes place in or on any: <ul style="list-style-type: none"> a. docks, harbours or railways; b. offshore facilities; c. chemical or petrochemical works; d. oil or gas refineries; e. oil or gas storage facilities; f. airports or airfields; g. quarries, mines or collieries; h. power stations or any installation where nuclear processing is undertaken; i. blast furnaces; or j. theme parks, fairgrounds or funfairs. <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Geographical limits	4. any claim brought against you : <ul style="list-style-type: none"> a. resulting from any work you undertake in any country outside the geographical limit or b. for bodily injury or property damage, arising from any products, products inefficacy or inefficacy, 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.
Products inefficacy	For claims arising from bodily injury or property damage arising from products inefficacy , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Terrorism	For claims arising from terrorism , the most we will pay is £2,000,000 each and every claim or any other amount specified in the schedule, whichever is the lower. We will also pay for defence costs . You must pay the relevant excess shown 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 .
Financial loss	For claims brought against you for financial loss , the most we will pay is the amount shown in the schedule for the total of all such claims and their defence costs .
Inefficacy	For claims for inefficacy , the most we will pay is the amount stated in the schedule. You must pay the relevant excess stated in the schedule.

Additional cover

Fidelity bonding	For claims arising from fidelity bonding, the most we will pay is the amount shown in the schedule for such claims. For a single claim that is caused by two or more employees acting in collusion, the most we will pay is the amount stated in the schedule as if for any one employee . For claims committed by a single employee , the most we will pay is the amount stated in the schedule for any one employee regardless of the period of insurance the acts were committed.
Loss of keys	For claims arising from loss of keys, the most we will pay is the amount stated in the schedule. You must pay the relevant excess shown in the schedule.
Consequential loss of keys	For claims arising from any consequential loss of keys, the most we will pay is the amount stated in the schedule. You must pay the relevant excess shown in the schedule.
Loss of extinguishant	For claims arising from any loss of extinguishant, the most we will pay for is the amount stated in the schedule. You must pay the relevant excess stated in the schedule.
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** promptly and in any event as soon as reasonably practicable of:
 - a. any claim or anything which may give rise to any claim against **you**, including **your** discovery that **products** are defective;
 - b. **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
 - c. any threatened criminal or regulatory action or proceedings 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; 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 any service, process or system **you** have supplied, provided to or managed for 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 King'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 & Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

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22729 02/24

Employers' liability

Policy wording

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for you in connection with your business who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. under your control or supervision and is self-employed or working on a labour-only basis; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Terrorism	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.

What is covered

Claims against you	If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits , we will indemnify you against the sums you have to pay as compensation. The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation 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 against you .
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 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 made against you and make the same payment to such party that we would have made to you , provided that they: <ul style="list-style-type: none"> a. have not, in our reasonable opinion, caused or contributed to the claim against them; b. accept that we can control the claim's defence and settlement in accordance with the terms of this section; c. have not admitted liability or prejudiced the defence of the claim before we are notified of it; and d. give us the information and co-operation we reasonably require for dealing with the claim.

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

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

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

Additional cover

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

What is not covered **We** will not make any payment for:

1. any claim or part of a claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
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.
3. any activity undertaken by **you** or on **your** behalf which takes place in or on any:
 - a. docks, harbours or railways;
 - b. offshore facilities;
 - c. chemical or petrochemical works;
 - d. oil or gas refineries;
 - e. oil or gas storage facilities;
 - f. airports or airfields;
 - g. quarries, mines or collieries;
 - h. power stations or any installation where nuclear processing is undertaken;
 - i. blast furnaces; or
 - j. theme parks, fairgrounds or funfairs.

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

All claims, losses and **defence costs** relating to one or more **employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and

defence costs arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

Special limits

- Terrorism The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount stated in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs **We** will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Additional cover

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

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** promptly and in any event as soon as reasonably practicable of any :
 - a. claim or anything which may give rise to any other claim; or
 - b. 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; 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.

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.

Professional indemnity

Policy wording

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

Please pay special attention to the Notification for adjudication section in the grey box at the end of this section.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of your products or services that expressly fall within your business activity .
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Business activity	The activities stated in the schedule, which you perform in the course of your business .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Retroactive date	The date stated as the retroactive date in the schedule or the date from which you have continuously maintained in force a policy of insurance for Professional indemnity, whichever is the earliest.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	A. If during the period of insurance , and as a result of your business activity for a client on or after the retroactive date within the geographical limits , any party:
Negligence	1. brings a claim, including any injunctive proceedings, against you for: <ol style="list-style-type: none"> a. i. negligence or breach of a duty of care arising from the performance of any design or specification, feasibility study, technical information calculation or survey performed by you or on your behalf by sub-contractors in respect of any fire protection business activity; or ii. negligence or breach of a duty of care in respect of any other business activity.
Intellectual property infringement	b. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
Breach of confidentiality	c. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
Deficiency in any design	d. failure to warn that there is a deficiency in any design undertaken by another party; or
Housing grants adjudication	2. refers a dispute arising directly from your breach of a duty of care to adjudication under the Housing Grants Construction and Regeneration Act 1996 or any similar or successor legislation;

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

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

Potential claims capable of rectification and avoiding a potential claim against you

If in respect of any:

1. **business activity** for installation or maintenance a problem arises which is capable of being rectified but which, if left, is likely to lead to a claim against **you** which would be covered by this section, **we** will pay the expenses **you** reasonably and necessarily incur with **our** prior written agreement in rectifying the problem to avoid the claim. **We** will only do this if **we** agree that these expenses are less than the amount of a potential claim. It is for **you** to satisfy **us** that **you** would be acting reasonably in seeking to rectify the problem in this way. If, following rectification, a claim is still brought against **you**, **we** will deal with it but **our** total payment, including what **we** have already paid, will not exceed the limit of indemnity stated in the schedule; or
2. other **business activity**:
 - a. **your client** has reasonable grounds for being dissatisfied with the work **you** have done or which has been done on **your** behalf and refuses to pay for any or all of it, including amounts **you** legally owe to sub-contractors or outsourcers at the date of the refusal;
 - b. **your client** threatens to bring a claim against **you** for more than the amount owed and **we** are satisfied that the threatened claim has reasonable prospects of success; and
 - c. **we** believe that it may be possible to settle the dispute with the **client** by **your** agreeing not to press for the disputed amount,

we may, in **our** discretion, pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your client** for the disputed amount.

Alternatively, if it is not possible to reach agreement with the **client** on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

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

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

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

Advertising claims

B.

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

1. infringement of copyright or moral rights; or
2. defamation,

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

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

Your own losses

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

Additional cover

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

What is not covered

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
- Investments 1. any investment advice, financial advice, investment of **client** funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
 - Design and survey 2. in respect of any fire protection **business activity**, any design, specification, feasibility study, technical information calculation or survey which is not carried out by or under the direct supervision of a properly qualified engineer, architect, surveyor, quantity surveyor or other person with five years' practical experience of such activity unless notified to **us** and agreed by **us** in writing.
 - Pension schemes 3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
 - Taxation and competition 4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 - Pollution 5. **pollution**.
 - Cyber incidents 6. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 6.a. to 6.c. above;
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.
 - Discrimination and harassment 7. any discrimination, harassment or unfair treatment, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
 - Injury 8. the death of or any bodily or mental injury or disease suffered by:
 - a. anyone employed by or working for **you** and arising out of their work for **you**;
 - b. anyone else, unless arising directly from:
 - i. any design, specification, feasibility study, technical information calculation or survey performed by **you** or on **your** behalf by sub-contractors, in the performance of any fire protection **business activity**; or
 - ii. **your** breach of a duty of care in the performance of any other **business activity**.
 - Property damage 9. the loss, damage or destruction of any tangible property unless arising directly from any design, specification, feasibility study, technical information calculation or survey performed by **you** or on **your** behalf by a sub-contractor. This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.

Negotiable instruments	10. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Computer or digital technology error	11. or contributed to by, resulting from or in connection with any computer or digital technology error .
Directors and officers' liability	12. any personal liability incurred by a director or officer of you when acting in that capacity or managing your business , or a breach of any fiduciary duty, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.
Deliberate, reckless or dishonest acts	13. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
Pre-existing problems	14. anything, including any actual or alleged shortcoming in your work, or that of your sub-contractor, or any dispute in connection with a contract, likely to lead to a claim or criminal proceedings being made against you , which you knew or ought reasonably to have known about before the start of the period of insurance .
Date recognition	15. date recognition .
War, terrorism and nuclear	16. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. terrorism; b. war; c. nuclear risks; d. fear or threat of 16.a. to 16.c above; or e. any action taken in controlling preventing, suppressing, responding or in any way relating to 16.a. to 16.d. above. <p>If there is any dispute between you and us over the application of clause 16.a. above, it will be for you to show that the clause does not apply.</p>
Asbestos	17. asbestos risks .
Contractual liabilities and collateral warranties	18. your agreement to take on any legal liability under any express agreement, warranty, indemnity, waiver or guarantee, unless: <ul style="list-style-type: none"> a. you would be liable even if you had not given any such agreement, warranty, indemnity, waiver or guarantee; or b. the liability arises from a collateral warranty or duty of care agreement. <p>In either case we will not indemnify you for any liability arising from:</p> <ul style="list-style-type: none"> i. any fitness for purpose guarantee; ii. any greater or longer lasting benefit than that given to the party with whom you originally contracted; iii. any express guarantee, contractual penalty or liquidated damages; and iv. your agreement to exercise a standard of care greater than would normally be expected in your profession.
Employees	19. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer.
Patent/trade secret	20. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Defective workmanship	21. a. your or your sub-contractor's defective workmanship, or any defective materials you , your sub-contractor or a third-party have supplied; b. your or your sub-contractor's failure to supervise the work you or any sub-contractor have carried out.
Specialist, designer or consultant work	22. any work performed by a specialist, designer or consultant working for you as a sub-contractor where:

- a. **you** have not taken reasonable steps to ensure that the sub-contractor has, and maintains, professional indemnity insurance with a reputable insurer; and
 - b. there is no written contract between **you** and the sub-contractor which is subject to English or Scottish law.
- Overcharging of fees 23. any overcharging of fees or commission by **you**.
- Failure to obtain insurance 24. **your** failure to obtain and maintain adequate insurance for a project.
- Failure to obtain financing 25. **your** failure to obtain and maintain adequate financing for a project.
- Failure to account for money
Estimates for construction costs 26. **your** failure to account for any money received.
27. **your** provision of estimates for construction costs.
- Insolvency or financial difficulties 28. **your** insolvency or financial difficulties or the insolvency or financial difficulties of any sub-contractor.
- Joint ventures 29. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party.
- Infrastructure failure 30. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.
- Trademarks and false advertising 31. Any actual or alleged:
 - 1. act of passing-off, unauthorised use of another's trademark, name or logo; or
 - 2. false or misleading advertising
in relation **your advertising or branding**.
- Product liability 32. any supply, manufacture, sale, installation or maintenance of any product, unless arising directly from any design, specification, feasibility study, technical information calculation or survey.
- Valuation 33. any valuation of physical property.
- High hazard locations 34. any activity undertaken by **you** or on **your** behalf which takes place in or on any:
 - a. docks, harbours or railways;
 - b. offshore facilities;
 - c. chemical or petrochemical works;
 - d. oil or gas refineries;
 - e. oil or gas storage facilities;
 - f. airports or airfields;
 - g. quarries, mines or collieries;
 - h. power stations or any installation where nuclear processing is undertaken;
 - i. blast furnaces; or
 - j. theme parks, fairgrounds or funfairs.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an

		independent third-party directly arising out of the performance of your business activity .
Restricted recovery rights	2.	that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3.	your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4.	any trading loss or trading liability including those arising from the loss of any client , account or business.
Non-compensatory payments	5.	fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6.	any claim, including arbitration, brought outside the 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 .
Adjudication costs	7.	a claim referred to adjudication under the Housing Grants Construction and Regeneration Act 1996, or any similar or successor legislation, where your contract with your client failed to provide that: <ul style="list-style-type: none"> a. an adjudicator will be appointed to resolve any disputes under the contract; b. the adjudicator is independent of the parties to the dispute; c. the decision of the adjudicator is not the final determination of the dispute; and d. the adjudicator cannot reach a decision on commercial considerations as opposed to the legal liabilities and obligations of the parties in dispute.
Criminal proceedings costs	8.	any costs awarded against you as a result of criminal proceedings.
Personal data claims	9.	any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered , A. 6. Cyber incidents above. The most we will pay in relation to any such covered claim(s) is the Special Limit stated in the schedule for personal data claims.

How much we will pay

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

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

Special limits

Personal data claims	The most we will pay for the total of all claims or parts of claims against you by a client including defence costs , which arise directly from your performance of a business activity for that client relating to personal data is the relevant amount stated in the schedule which is included within, and not in addition, to the overall limit of indemnity for this section.
Paying out the limit of indemnity	At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs .

Your obligations

If a problem arises	1. We will not make any payment under this section unless:
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- a. **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - i. **your** first awareness of anything, including any actual or alleged shortcoming in any work, which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - ii. any claim or threatened claim against **you**;
 - iii. **your** first awareness of any actual or threatened criminal proceedings against **you**.
 - b. during an adjudication, **you** comply with any request, direction or timetable of the adjudicator.
 - c. **you** start, at **our** expense, any court or arbitration proceedings which **we** reasonably require to challenge, re-open or stay the enforcement of an adjudication decision.
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 **policy** by an amount equal to the detriment **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 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.

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 King'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 & Wales. The opinion of such King'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**.

Notification for adjudication

In view of the strict timetable relating to an adjudication **you** must notify **us** by email within two (2) working days of **your** receipt of any notice of an intention to adjudicate, or of **your** intention to serve such a notice which may lead to a claim against **you** being dealt with by adjudication.

You should make this notification directly to **us**, and not through **your** insurance adviser if **you** use one, at liability.claims@hiscox.com.

We will not indemnify **you** under this insurance unless **you** comply with the above.

Property definitions

Special definitions for all property sections

Activities	Your activities declared to us and accepted by us , or the business activities stated in your schedule.
Amount insured	The most we will pay as stated in your schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<p>Damage caused by:</p> <ol style="list-style-type: none"> 1. electrical or mechanical failure or malfunction arising from internal causes; 2. explosion, collapse or distortion due to internal steam or other internal fluid pressure; 3. electrical power surge; 4. operator error; or 5. fracturing by frost.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises stated in your schedule, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. fixtures and fittings, fixed fuel tanks; 3. solar panels and other renewable energy generating equipment; 4. walls, gates, fences, car parks, yards, private roads, pavements and paths; and 5. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.
Computers	Computers, handheld devices and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Contents	<p>The contents of the insured premises used in connection with your activities, which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> 1. computers; 2. stock; 3. prototypes; 4. art and collections; 5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; 6. pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains; and 7. equipment, machinery and plant; <p>which are not otherwise excluded by your policy.</p>
Contract location	Any location within the geographical limits where you have a contract to carry out your activities .
Damage	Accidental physical loss or accidental physical damage including where caused by storm , flood , escape of water, fire, theft or attempted theft, unless otherwise excluded by your policy .
Declared amount	<p>Any amount stated in the Property sections of your schedule which you have declared as:</p> <ol style="list-style-type: none"> 1. your estimated income or gross profit or fees for the next 12 months;

2. the total replacement value of **your contents**; or
3. the total costs of reinstating **your buildings**.

Equipment	Items belonging to you or for which you are legally responsible and which are hydraulic, mechanical, or electronic in their method of operation. Computers are not included in this definition.
First loss limit	Any amount insured stated in the relevant section of your schedule as a first loss limit, where, with our consent, you have selected a limit that is less than the declared amount .
Flood	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 storm or not.
Handheld devices	Handheld electronic devices used in connection with your activities which belong to you or for which you are legally responsible, including: <ol style="list-style-type: none"> 1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories; 2. laptops, tablets, PDAs and wearable technology; and 3. cameras and photographic equipment.
Insured premises	The space you occupy at the premises stated in your schedule. This includes any outbuildings and annexes you occupy on the same premises.
Money	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 you .
Personal effects	Articles worn, used or carried about the person which belong to your partners, directors, trustees, committee members, employees, volunteers or visitors for which such persons are legally responsible.
Property	Tangible property.
Prototype	A sample or model built to test a concept or process.
Reconstitution of data	Reconstitution of the data you need to continue your activities , if your electronic records and electronic data have been lost or distorted.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities .
Specified insured premises	Any insured premises within the United Kingdom .
Specified or unspecified premises	Any specified insured premises or unspecified insured premises .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples, partially finished goods awaiting completion and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	<ol style="list-style-type: none"> 1. The downward movement of the ground beneath the insured premises; 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 3. heave, which is the upward movement of the ground beneath the insured premises as a result of the expansion or swelling of the subsoil.

The following are not included within this definition:

- a. settlement or bedding down of new structures; or
- b. settlement or movement of made-up ground.

Unattended vehicle

Any vehicle which is not under the personal supervision of **you** nor any person authorised by **you**.

Unoccupied

When the **buildings**, including any part capable of being separately let, are:

1. without any occupant; or
2. not in normal use by **you** or any tenant of **yours**,
for more than 30 consecutive days.

United Kingdom

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

Unspecified insured premises

Other than **specified insured premises**, any premises within the **United Kingdom** which is owned, rented or leased by **you** for the purpose of **your activities**.

Property – buildings

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

What is covered

Damage to buildings	We will insure you against damage occurring during the period of insurance to buildings or any other items stated under the Property – buildings section of your schedule.
Rent receivable	If stated in your schedule, we will also insure you for the amount of rent that you are not legally entitled to recover from your tenants while the buildings are unusable as a result of damage covered by this policy .
Additional cover	The following cover is also provided up to the amount stated in your schedule:
Emergency services charges	1. We will pay for the cost of any fire brigade charges, fire extinguishing expenses and other charges made by any organisation responsible for preservation of public safety for which you are liable arising as a direct result of insured damage occurring during the period of insurance to buildings .
Loss prevention costs	2. We will pay for necessary and reasonable costs that you incur to protect the buildings from imminent or further damage occurring during the period of insurance , such as: <ol style="list-style-type: none"> a. flood prevention barriers; b. emergency boarding following damage to doors, windows and other similar entry points; and c. where possible, moving items to a higher floor or to an alternative location; provided that such costs are incurred with our prior written agreement. If this is not reasonably practical, you must notify us of such costs as soon as possible.
Additions to buildings	3. We will pay for damage occurring during the period of insurance to any additions or improvements of standard construction to the buildings once they are completed and become your legal responsibility, provided you notify us of the cost of the additions or improvements as soon as possible and you pay us any additional premium which we deem to be appropriate from the date that you became legally responsible for any such additions or improvements. We may also 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.
Newly acquired property	4. We will pay for damage occurring during the period of insurance to any newly acquired or erected buildings of standard construction located in the United Kingdom , once they have become your legal responsibility, provided that you : <ol style="list-style-type: none"> a. intend to occupy such buildings for the purpose of your activities; b. tell us the additional values as soon as possible and no later than seven days after you become legally responsible for such buildings; and c. pay us any additional premium which we deem to be appropriate from the date that you became legally responsible for any such buildings. We may also 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.
Garden restoration and tree removal	5. We will pay the necessary and reasonable costs you have to pay to restore or replace any trees, shrubs, plants and lawns for which you are legally responsible at the insured premises arising as a direct result of damage during the period of insurance due to: <ol style="list-style-type: none"> a. fire, lightning, explosion or earthquake; b. impact by aircraft or other aerial devices;

- c. malicious acts of a third party; or
- d. the emergency services.

We will also pay for the necessary and reasonable costs **you** incur for the felling, lopping and removing of trees for which **you** are legally responsible at the **insured premises** and which pose an immediate threat of bodily injury or **damage to property** during the **period of insurance**. However, **we** will not make any payment for legal or local authority costs in removing trees or for costs incurred in respect of routine maintenance or solely to comply with a preservation order.

- | | |
|-------------------|---|
| Discharge of oil | 6. We will pay the necessary and reasonable additional costs and expenses you incur with our consent to decontaminate the land at the insured premises as a result of accidental discharge during the period of insurance of oil from any storage tank, heating appliance or connected pipework located at the insured premises , other than where resulting from breakdown . |
| Trace and access | 7. 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 or oil 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. |
| Solar panels | 8. We will pay for the loss of the feed-in tariff and export tariff you would have received, together with any increase in the cost of your electricity bill arising as a direct consequence of damage occurring during the period of insurance to solar panels or other renewable energy generating equipment installed at the insured premises .

We will only pay in respect of loss arising in the six-month period beginning on the date of the damage or until such time as the items are either repaired or replaced, whichever occurs sooner. |
| Removal of debris | 9. We will pay the necessary and reasonable costs and expenses you incur to: <ul style="list-style-type: none"> a. clear debris of buildings from the insured premises or the area immediately adjacent; and b. clear, clean and repair drains, gutters and sewers on the insured premises which are damaged or blocked; <p>arising as a direct result of damage covered under this section.</p> |

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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, humidity or being exposed to light or extreme temperatures, unless such **damage** is caused by **storm** or fire;
 - c. settlement or bedding down of new structures;
 - d. settlement or movement of made-up ground;
 - e. coastal or river erosion;
 - f. collapse or cracking, other than resulting from **subsidence**;
 - g. **subsidence** to:
 - i. greenhouses, sheds, outbuildings, annexes, walls, gates, fences, car parks, yards, hard standings or slabs, 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; or
 - ii. solid floors, unless the walls of the **buildings** are physically damaged at the same time and by the same cause;

- h. demolition, building work or groundwork, or stoppage of such work, at or on the **insured premises**;
 - i. a rise in the water table;
 - j. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
 - k. **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 trees, shrubs, plants, lawns, land or water. This does not apply to the cover under **What is covered, Additional cover, Garden restoration and tree removal**.
 3. **damage** to any **property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
 4. **damage** to any **property** directly resulting from **breakdown**.
 5. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack, hacker or computer or digital technology error**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack, hacker or computer or digital technology error**.
 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 7. financial loss due to **you** not receiving payment in full if **you** part with any title, possession of or rights to **property**.
 8. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
 9.
 - 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, heating appliance or connected pipework located at the **insured premises**, other than where resulting from **breakdown**; 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, Additional cover, Discharge of oil**.
 10. 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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 10.a. to 10.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.g. above.

If there is any dispute between **you** and **us** over the application of 10.a or 10.b above, it will be for **you** to show that the clause does not apply.
 11. **reconstitution of data** or the value to **you** of any lost or distorted records or data.
 12. the amount of the **excess**.

Special conditions

Right to inspect	<p>We have the right to inspect damaged buildings before any repair work begins.</p> <p>However, you may arrange for urgent repairs immediately without allowing us to inspect damaged buildings provided that you tell us as soon as reasonably possible and the urgent repairs will:</p> <ol style="list-style-type: none"> 1. prevent further damage to the buildings; or 2. allow you to continue to trade. <p>We have the right to inspect the damaged buildings before any further repair work begins. We will tell you if we want to do this.</p>
Workmen	<p>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.</p>
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the buildings, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>
Storm and flood	<p>We will treat all damage to your buildings at any one insured premises occurring during any period of 72 consecutive hours as one incident of loss provided that all the damage occurs within the period of insurance. You may select when the 72-hour period starts which will apply to all Property sections of this policy.</p>

How much we will pay

Damage to buildings	<p>We will pay up to the amount insured shown in the Property – buildings section of your schedule, unless limited below or in your schedule.</p> <p>For reinstating the buildings, we will pay the necessary and reasonable costs of:</p> <ol style="list-style-type: none"> 1. dismantling, demolishing, shoring up or propping up any part of the buildings; 2. 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; 3. employing architects, surveyors or consulting engineers in order to rebuild the buildings; and 4. rebuilding or repairing the buildings to a condition equal to but not better or more extensive than their condition immediately prior to the insured incident, provided you carry out the rebuilding or repair without unreasonable delay. <p>However, you may rebuild or repair the buildings:</p> <ol style="list-style-type: none"> a. in any manner suitable to your requirements provided it does not increase the cost; b. on another site, provided the buildings are totally destroyed; and/or c. using environmentally sustainable methods provided it does not increase the cost by more than 30% and the cost does not exceed the amount insured stated in the schedule.
Rent receivable	<p>We will pay for the period the buildings are unusable as a result of damage until the damage is repaired but for no longer than 36 months.</p>
Inflationary provision cover	<p>If your schedule shows that inflationary provision cover applies, the amount insured will be increased by the additional percentage also stated in your schedule to take account of any inflationary increases over both the period of insurance and the period needed to rebuild or repair the buildings. At the beginning of each period of insurance, you must advise us of the cost of rebuilding the buildings to their condition at that time.</p>
Under insurance	<p>If, at the time of damage, we establish that the amount insured for any building does not represent:</p> <ol style="list-style-type: none"> 1. the amount it would cost to reinstate the buildings; or 2. the declared amount, where you have selected a first loss limit which is stated in your schedule;

we will reduce the amount **we** pay for any claim or loss in the proportion that the premium for this section of the **policy you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

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

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

If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply at **our** discretion.

Index linking

If **you** decide to renew this policy with **us**, **we** will automatically increase the **amount insured** or **declared amount**, as appropriate, for **buildings** for the subsequent **period of insurance** in line with any change in nationally publicised indices. **You** must 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.

Storm and flood

Where **damage** has been caused by **storm** or **flood**, **we** will treat all **damage** to **your buildings** at any one **insured premises** occurring during any period of 72 consecutive hours as one incident of loss provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72-hour period starts.

Value Added Tax

The amount **we** will pay is exclusive of Value Added Tax unless **you** cannot recover it from the tax authorities.

Your obligations

If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any **damage** arising from any criminal act and obtain a crime reference from them; and
3. notify **us** immediately of any **damage** due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of **yours**, but no later than ten working days of its discovery by **you**.

Building works

As set out in **What is not covered**, 1.h., **we** will not make any payment for **damage** caused by demolition, building work or groundwork, or stoppage of such work, at or on the **insured premises**.

Additionally, if **you** or anyone on **your** behalf intends to undertake any such work at or on the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out.

If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on the **insured premises**.

You do not have to tell **us** if the work is for minor alterations, repairs, decoration or maintenance only.

Protections	<p>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.</p> <p>You must also advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at the insured premises is not working properly. We may then vary the terms and conditions of this policy.</p> <p>All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.</p> <p>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.</p>
Open fires and wood burners	<p>In respect of any open fires, wood burners, pellet stoves or biomass boilers or heaters at the insured premises, you must ensure that:</p> <ol style="list-style-type: none"> 1. all chimneys and flues are professionally cleaned at least annually; and 2. a written record of the cleaning is retained by you. <p>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.</p>
Unoccupied buildings	<p>You must tell us immediately if the buildings, including any part capable of being separately let, will be left unoccupied.</p> <p>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.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.</p>
Electrical installation	<p>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.</p> <p>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.</p>
Cleaning and use of extraction ducting	<p>In respect of any extraction ducting and related equipment at the insured premises, you must ensure that all:</p> <ol style="list-style-type: none"> 1. extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and 2. all extraction hoods, ducts, extractors and plenums are professionally cleaned by a qualified independent contractor at least once every six months, or more frequently where recommended by the contractor, and a record of such cleaning is retained by you. <p>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.</p>

Property – contents

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Art and collections	Items of art, antiques and collectibles which are characterised by their value, age, style, artistic merit or collectability.
Employee dishonesty	Dishonesty of any person under a contract of service with you where there was a clear intention to cause you financial loss or damage or to obtain personal financial gain over and above salary, bonus or commission.
Employees' cycles	Cycles and cycle accessories which belong to your partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.

What is covered

Damage to contents	We will insure you against damage occurring during the period of insurance to contents contained in the insured premises and any other items stated in in the Property – contents section of your schedule.
Rent payable	If stated in your schedule, we will also insure you for the amount of rent that you are legally required to pay while the insured premises is unusable as a result of damage covered by this policy .
Additional cover	The following cover is also provided up to the amount stated in your schedule:
Glass and sanitary fixtures and fittings	<ol style="list-style-type: none"> 1. We will pay for damage occurring during the period of insurance to any: <ol style="list-style-type: none"> a. fixed glass in windows, doors, fanlights, showcases, shelves, mirrors; and b. sanitary fixtures and fittings; contained in the insured premises, which belong to you or for which you are legally responsible, including the necessary and reasonable costs of: <ol style="list-style-type: none"> i. repairing window frames; ii. removing or replacing fixtures and fittings in the course of replacing any glass; and iii. replacing alarm foil, lettering or other ornamental work on any glass.
Newly acquired contents	<ol style="list-style-type: none"> 2. We will pay for damage occurring during the period of insurance to any newly acquired contents, once they have become your legal responsibility, provided that you: <ol style="list-style-type: none"> a. tell us the additional values as soon as possible and no later than 30 days after you become legally responsible for such contents; and b. pay us any additional premium which we deem to be appropriate from the date that you became legally responsible for any such contents. We may also 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.
Personal effects	<ol style="list-style-type: none"> 3. We will pay for damage to personal effects occurring within the insured premises during the period of insurance. However, we will not pay for: <ol style="list-style-type: none"> a. money, watches or jewellery; or

- b. **personal effects** insured elsewhere.
- Reconstitution of data and documents 4. **We** will pay the necessary and reasonable costs of:
- a. **reconstitution of data**; and
 - b. replacing or reconstituting **your** documents which are not held electronically and which **you** need to continue **your activities**, if such documents have been lost or destroyed;
- as a direct result of **damage** covered under this section.
- Lock replacement 5. **We** will pay the costs incurred by **you** to replace locks and keys necessary to maintain the security of the **insured premises** as a direct result of theft of physical security keys involving force or violence occurring during the **period of insurance**.
- Building damage by theft 6. **We** will pay the reasonable costs of repairing **damage** to the buildings at the **insured premises** as a direct result of theft or attempted theft occurring during the **period of insurance**, provided that **you** are legally liable for such costs under a written contract.
- Metered water and fuel 7. **We** will pay the cost that **you** incur for any metered water and fuel used at the **insured premises** when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of **damage** covered under this section to any storage tank or piping located at the **insured premises**.
- Contents temporarily elsewhere 8. **We** will pay for **damage** occurring during the **period of insurance** to **contents**, temporarily elsewhere in the **United Kingdom**, while:
- a. at the home of any director, partner, trustee, committee member, employee or volunteer of **yours**;
 - b. at any location where **you** are attending a promotional event or exhibition in connection with **your activities**;
 - c. at any location for the purpose of cleaning, servicing, maintaining, repairing, restoring, altering, or treating;
 - d. at any location in connection with a change of **insured premises**; and
 - e. in transit in the **United Kingdom** between the **insured premises** and any of 8.a. to 8.d. above.
- However, **we** will not make any payment for **damage** to **handheld devices** while temporarily elsewhere.
- Employee dishonesty 9. **We** will pay **your** direct financial loss if, during the **period of insurance** and in the performance of **your activities**, **you** discover a loss from **employee dishonesty**, provided:
- a. the **employee dishonesty** was committed during the period that **your contents** have been continuously insured with **us**; and
 - b. the **employee dishonesty** was not committed after any director, partner, trustee, committee member, senior manager or officer of **you** first becomes aware of any **employee dishonesty** committed by the person under a contract of service with **you**.
- Employees' cycles 10. **We** will pay for **damage** occurring within a building at the **insured premises** during the **period of insurance** to **employees' cycles** provided they are not insured elsewhere.
- Unauthorised use of utilities 11. **We** will pay the costs incurred by **you** for any metered water, gas or electricity which **you** did not use but which **you** are legally responsible for due to a third party using **your** metered water, gas or electricity without **your** authorisation, provided that **you** discover the unauthorised or unlawful use during the **period of insurance**.
- Extinguisher and alarm re-setting expenses 12. **We** will pay the necessary and reasonable costs and expenses **you** incur to refill fire extinguishing appliances, replace sprinkler heads or reset the fire or intruder alarm system following **damage** covered under this section.
- Loss prevention costs 13. **We** will pay the necessary and reasonable costs that **you** incur to protect the **contents** from imminent or further **damage** occurring during the **period of insurance**, such as flood prevention barriers, emergency boarding following **damage** to doors, windows

and other similar entry points, or moving **property** to a higher floor or to an alternative location, provided that:

- a. such costs are incurred with **our** prior written agreement; or
- b. if a. above is not reasonably practical, **you** notify **us** of such costs as soon as reasonably possible.

- | | |
|-------------------------|---|
| Removal of debris | 14. We will pay the necessary and reasonable costs and expenses you incur clearing the debris of contents from the insured premises or the area immediately adjacent following damage covered under this section. |
| Outdoor items | 15. We will pay for damage occurring during the period of insurance to any outdoor furniture, heater, ornament, statue and other similar portable items which are normally left outdoors within the confines of the insured premises . |
| Continuing hire charges | 16. We will pay the costs of continuing hire charges for contents hired in by you while such contents are being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided that: <ol style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage. |
| Refrigerated stock | 17. We will pay for the necessary and reasonable costs and expenses you incur to replace spoiled refrigerated stock stored in a refrigeration unit at the insured premises where such spoilage occurs during the period of insurance and is caused by: <ol style="list-style-type: none"> a. a fault in the refrigeration unit or escape of refrigerant, provided that the refrigeration unit is: <ol style="list-style-type: none"> i. less than five years old at the date of loss; or ii. maintained under annual contract by a suitably qualified refrigeration engineer; or b. 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. |

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. **damage** to:
 - a. buildings, land or water;
 - b. any mechanically propelled vehicle which requires insurance under the Road Traffic Act 1988 or any equivalent act in any other territory, and any successor legislation;
 - c. any aircraft or other aerial device, drone, hovercraft, motorised scooter or watercraft, other than hand propelled or sailing craft less than 20 feet in length. However, **we** will not make any payment for **damage** to any watercraft while in use;
 - d. **money** or any electronic, online or crypto currency, including bitcoin, even where such currency exists in physical form;
 - e. **personal effects**, however this does not apply to the cover under **What is covered, Additional cover**, Personal effects; or
 - f. any item attached to any of the above, other than external signs, aerials and satellite dishes attached to **buildings**.
2. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness, humidity or being exposed to light or extreme temperatures, unless such **damage** is caused by **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;

- c. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
- d. fraud or dishonesty, other than as provided under **What is covered, Additional cover**, Employee dishonesty; or
- e. theft from an **unattended vehicle** unless the item is:
 - i. completely hidden out of sight within the storage compartment, boot or trailer of the **unattended vehicle** so that the presence of the item cannot be identified; and
 - ii. all security measures on the **unattended vehicle** are fully operational and activated at the time of the theft.
- 3. **damage** to any animal or plant caused by illness or disease.
- 4. **damage** to any **property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
- 5. **damage** to any item directly resulting from its own **breakdown**.
- 6. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been affected by a **cyber attack, hacker or computer or digital technology error**.

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

- 7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 8. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
- 9. financial loss due to **you** not receiving payment in full if **you** part with any title, possession of or rights to **property**.
- 10. any indirect losses which result from the incident which caused **you** to claim, 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, heating appliance or connected pipework located at the **insured premises** other than where resulting from **breakdown**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
- 12. 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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 12.a. to 12.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 12.a. to 12.g. above.

If there is any dispute between **you** and **us** over the application of 12.a. or 12.b. above, it will be for **you** to show that the exclusion does not apply.

13. the amount of the **excess**.

Special conditions

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 **your** cover with **us** starts at the new **insured premises**;
- 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 any **amount insured**.

Right to inspect

We have the right to inspect damaged **property** before any repair work begins.

However, **you** may arrange for urgent repairs immediately without allowing **us** to inspect damaged **property** provided that **you** tell **us** as soon as reasonably possible and the urgent repairs will:

1. prevent further damage to the **property**; or
2. allow **you** to continue to trade.

We have the right to inspect the damaged **property** before any further repair work begins.

We will tell **you** if **we** want to do this.

Storm and flood

We will treat all **damage to your contents** at any one **insured premises** occurring during any period of 72 consecutive hours as one incident of loss provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72-hour period starts which will apply to all Property sections of this **policy**.

How much we will pay

We will pay up to the **amount insured** shown in the Property – contents section of **your** schedule, unless limited below or in **your** schedule.

Repair and replacement

At our option **we** will repair, restore, replace or pay for any loss or **damage** on the following basis:

1. for **contents**, other than **computers**, **stock**, hired-in equipment, **prototypes**, **art and collections**, **personal effects** and **employees' cycles**, the cost of repair or replacement as new.
2. for **computers**, the cost of repairs or replacement as new. If **damage to computers** results in existing **software** being incompatible with the replacement **computers**, at our option **we** will also pay for:
 - a. i. the necessary modifications to the replacement **computers**; or
 - ii. the conversion of the existing **software** into a format which is compatible with the replacement **computers**; and
- b. the cost of replacing incompatible data carrying media following 2.a.i. or 2.a.ii. above.

3. for **stock**, the cost of repair or replacement at the cost price to **you**. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust.
4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
5. for merchandise goods which have been sold but not delivered, the agreed contract price.
6. 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; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. 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.
9. for **art and collections**, either:
 - a. the agreed value of any item which is individually stated in **your** schedule or contained in any valuation lodged with **us**; or
 - b. the market value immediately prior to the **damage** of any item which is not individually stated in **your** schedule or contained in any valuation lodged with **us**. However, the most **we** will pay for any one item, pair or set which is not individually stated in **your** schedule or contained in any valuation lodged with **us** is the amount stated in **your** schedule.

If **we** repair or restore a partly damaged item, **we** will also pay for any loss in value.
10. for **personal effects**, the cost of repair or replacement as new, but not more than the amount stated in **your** schedule for each incident of loss.
11. for **employees' cycles**, the cost of repair or replacement as new, but not more than the amount stated in **your** 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.

Rent payable

We will pay from the period the **insured premises** or any part of it is unusable as a result of **damage** until the **damage** is repaired but for no longer than 36 months.

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

If **your** schedule shows that inflationary provision cover applies, the **amount insured** will be increased by the additional percentage also stated in **your** schedule to take account of any inflationary increases over the **period of insurance**. **You** must advise **us** of the replacement value of the **contents** at the beginning of each **period of insurance**.

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 **your** 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:

- a. **we** find that the **amount insured** is less than 85% of the replacement value of the **contents**; and

- b. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate, reckless or a breach of **your** obligation to:
 - i. make a fair presentation of the risk to **us** before the start of the **period of insurance**;
 - ii. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
 - iii. 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 at **our** discretion.

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 must 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.
Value Added Tax	The amount we will pay is exclusive of Value Added Tax unless you cannot recover it from the tax authorities.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from any criminal act and obtain a crime reference from them; and 3. notify us immediately of any damage due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of yours, but no later than ten working days of its discovery by you.
Backing-up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the insured premises . If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Hiring in equipment	<p>When hiring in property, you must complete and record an inventory check and inspect all hired in property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of such property. Upon returning any property to the hire company, you must only return the property to persons authorised within the hire company to accept the return of equipment.</p> <p>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.</p>
Protections	<p>You must advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at the insured premises is not working properly. We may then vary the terms and conditions of this policy.</p> <p>All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.</p> <p>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.</p>

Unoccupancy

You must tell **us** immediately if the **insured premises**, including any part capable of being separately let, will be left **unoccupied**.

We may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

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

Building works

If **you** or anyone on **your** behalf intends to undertake any demolition, building work or groundwork at or on the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on the **insured premises**.

You do not have to tell **us** if the work is for minor alternations, repairs, decoration or maintenance only.

Unauthorised use of utilities

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

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 unauthorised use occurring in the circumstances in which it occurred.

Property – money

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

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

What is covered

We will insure **you**, up to the **amount insured** stated in **your** schedule for each location listed below, against **damage** occurring during the **period of insurance** to **money**, other than any non-negotiable instruments:

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 carried by any 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 **your** schedule. If **we** provide such cover, **we** will not provide additional cover to **you** for that location under **What is covered**, 1. to 7. above.

We will also insure **you**, up to the **amount insured** stated in **your schedule**, against **damage** occurring during the **period of insurance** to non-negotiable instruments which belong to **you** at any location within the **geographical limits**.

Additional cover

The following cover is also provided if stated in **your** schedule:

Personal assault following robbery or attempted robbery

We will pay compensation up to the amount stated in **your** schedule, if, during the course of **your activities** any director, partner, trustee, committee member, employee or volunteer of **yours** is:

1. physically injured within the **geographical limits** during the **period of insurance** as a direct result of a robbery or an attempted robbery; and
2. subsequently dies or becomes permanently physically disabled within two years of the date of injury as a direct result of such robbery or attempted robbery.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

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** to **money** in any **unattended vehicle**.
3. **damage** to **money** sent by or while in the custody of any unregistered mailing service.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss due to any **social engineering communication** or any other act of fraud or dishonesty, other than the 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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**; or
 - g. any fear or threat of 9.a. to 9.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 9.a. to 9.g. above.

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

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

How much we will pay

Personal assault following robbery or attempted robbery

We will pay up to the **amount insured** shown in the Property – money section of **your** schedule, unless limited below or in **your** schedule.

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

Value Added Tax

The amount **we** will pay is exclusive of Value Added Tax unless **you** cannot recover it from the tax authorities.

Your obligations

If any loss or damage occurs

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

1. notify **us** promptly of any loss or **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any loss or **damage** arising from any criminal act and obtain a crime reference from them; and
3. notify **us** immediately of any loss or **damage** due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of **yours**, but no later than ten working days of its discovery by **you**.

Money in transit

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

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

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

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 loss or **damage** occurring in the circumstances in which it occurred.

Property – business interruption

Policy wording

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

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Additional increased costs of working	The additional costs and expenses reasonably incurred by you with our prior consent in order to continue your activities or minimise your loss of income or loss of gross profit or loss of fees during the indemnity period and not limited to the loss of income or loss of gross profit saved.
Additional research expenditure	The additional costs and expenses reasonably incurred by you with our prior consent in order to restore your research projects to the state they were in prior to any insured damage .
Annualised amount insured	The amount insured divided by the indemnity period stated in the Property – business interruption section of your schedule multiplied by 12.
Annualised declared amount	The declared amount for your actual income or gross profit or fees divided by the indemnity period stated in the Property – business interruption section of your schedule multiplied by 12.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption, subsidence , and any ensuing tsunami.
Employee	Any person working for you in connection with your activities who is employed by you under a contract of service or apprenticeship.
Fees	The difference between your income , and the sum of the wage roll of persons supplied to all clients by you under contract and uninsured working expenses .
Flexible business interruption cover	Any combination of your loss of income , loss of gross profit , loss of fees , increased costs of working , additional increased costs of working or additional research expenditure .
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Homeworker	An employee of yours who is permitted to carry out all or part of their work for you from their own main residence at the time of insured damage .
Income	The total income of your business or your activities .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you in order to continue your activities or minimise your loss of income or loss of gross profit or loss of fees during the indemnity period , but not exceeding the loss of income or loss of gross profit or loss of fees saved.
Indemnity period	The period, as set out under How much we will pay below, which we will apply when determining the amount we will pay for each covered item under this section.
Insured breakdown	Breakdown of equipment or computers occurring during the period of insurance which is covered under the Property – equipment breakdown section of this policy . Your schedule will state whether your policy includes this section.
Insured damage	Damage , other than breakdown , to property occurring during the period of insurance , which is covered:

1. under the Property – buildings, Property – contents, Property – away and in transit or other Property section of this **policy**; or
2. by any other insurer, provided that the **damage** would not have been excluded by the Property – buildings, Property – contents, Property – away and in transit or other Property section of this **policy**.

Minimum interruption period	A period of 24 consecutive hours immediately following the interruption.
Rate of gross profit	The percentage amount which is produced by dividing your gross profit during the financial year immediately before any insured damage, insured breakdown or restrictions by your income during the same financial year, and then multiplying the result by 100.
Research projects	Your projects in relation to the development of new products or services or improvements to existing products or services directly related to your activities .
Restrictions	Restrictions imposed by any civil or statutory authority or by order of the government or any public authority, including the British Armed Forces or the Police, which affect the access to or use of any insured premises .
Specified customer	Any direct customer or direct client of yours individually stated in the Property – business interruption section of your schedule.
Specified disease	Any of the following diseases: <ol style="list-style-type: none"> 1. acute encephalitis; 2. anthrax; 3. cholera; 4. dysentery; 5. legionellosis; 6. leptospirosis; 7. paratyphoid fever; 8. rabies; or 9. tetanus.
Specified supplier	Any supplier of yours individually stated in the Property – business interruption section of your schedule.
Uninsured working expenses	Purchases less discounts received, bad debts and any other item described in the Property – business interruption section of your schedule.

What is covered

We will insure **you** for:

1. **your** financial losses and other items stated in the Property – business interruption section of **your** schedule, resulting solely and directly from an interruption to **your activities** caused by:
 - a. **insured damage to your property**, provided that, if such **damage** is covered by any other insurer, it occurred while the **property** was contained in an **insured premises**;
 - b. a part of an **insured premises** being inaccessible to **you** or **your employees** or **your suppliers** provided that such interruption:
 - i. first occurs during the **period of insurance**; and
 - ii. lasts for more than the **minimum interruption period**; and
 - iii. is due to **insured damage** within a one-mile radius of those **insured premises**. For the purposes of this cover only, such **damage** does not have to occur during the **period of insurance**;
 - c. all of an **insured premises** being inaccessible to **you** or **your employees** provided that such interruption:
- Financial losses from insured damage
- Denial of access
- Non-damage denial of access

- i. lasts for more than the **minimum interruption period**; and
 - ii. is due to **restrictions** imposed during the **period of insurance** as a direct result of an incident occurring within a one-mile radius of those **insured premises**.
For the purposes of this cover, the incident referred to at (ii) above must not:
 - a. be **insured damage**; or
 - b. be caused by the presence, suspected presence, fear or threat of an incendiary or explosive device; or
 - c. occur at the relevant **insured premises**.

- Bomb threat
 - d. all of an **insured premises** being inaccessible to **you** or **your employees** provided that such interruption:
 - i. lasts for more than the **minimum interruption period**; and
 - ii. is due to **restrictions** imposed during the **period of insurance** as a direct result of the presence, suspected presence, fear or threat of an incendiary or explosive device.
However, **we** will not make any payment:
 - a. for the period after any **damage**, if **damage** to any **property** is caused by the device; or
 - b. if the total area to which the **restrictions** apply is greater than ten miles across at its widest point;

- Unspecified customers
 - e. **insured damage to property** which **your** direct customers or direct clients own or are legally responsible for, arising at their premises within the **United Kingdom**.
For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.
This cover does not apply to any **specified customer**;

- Specified customers
 - f. **insured damage to property** which any **specified customer** owns or is legally responsible for, arising at their premises as stated in the Property – business interruption section of **your** schedule;

- Unspecified suppliers
 - g. **insured damage to property** which **your** suppliers own or are legally responsible for, arising at their premises within the **United Kingdom**.
For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.
This cover does not apply to any **specified supplier** or any supplier of water, gas, electricity, telecommunications, internet or cloud services;

- Specified suppliers
 - h. **insured damage to property** which any **specified supplier** owns or is legally responsible for, arising at their premises as stated in the Property - business interruption section of **your** schedule;

- Homeworkers
 - i. **insured damage** occurring at the main residence in the **United Kingdom** of a **homeworker**;

- Public utilities
 - j. **insured damage** to:
 - i. any land-based premises of a service provider operating and based in the **United Kingdom**, the European Union or Gibraltar;
 - ii. the terminal feed to an **insured premises**; or
 - iii. underground cables conveying such services from the service provider to an **insured premises**,
 which directly results in the total failure in the supply of water, gas or electricity to those **insured premises** for more than 24 consecutive hours.
For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.
For cover following a total failure in the supply of water, gas or electricity, **damage** shall be considered as **insured damage** where it is self-insured by the provider of water, gas or electricity and the **damage** is not otherwise excluded by the Property

Telecommunications and internet service providers	<p>– buildings, Property – contents, Property – away and in transit or other Property section of this policy;</p> <p>k. insured damage to:</p> <ul style="list-style-type: none"> i. any land-based premises of a service provider operating and based in the United Kingdom, the European Union or Gibraltar; ii. the terminal feed to an insured premises; or iii. underground cables conveying such services from the service provider to an insured premises, <p>which directly results in the total failure in the supply of telecommunications, internet or cloud services to those insured premises for more than 24 consecutive hours.</p> <p>For the purposes of this cover, insured damage does not include loss or damage caused by flood or earth movement.</p> <p>For cover following a total failure in the supply of telecommunications, internet or cloud services, damage shall be considered as insured damage where it is self-insured by the provider of such services and the damage is not otherwise excluded by the Property – buildings, Property – contents, Property –away and in transit or other Property section of this policy;</p>
Public authority	<p>l. a part of an insured premises being unusable for the purposes of your activities by you or your employees provided that such interruption:</p> <ul style="list-style-type: none"> i. lasts for more than the minimum interruption period; and ii. is due to restrictions imposed during the period of insurance caused by: <ul style="list-style-type: none"> a. a murder, rape or suicide at those insured premises; b. an occurrence of a specified disease at those insured premises, where you are required by any law or regulation to notify an outbreak to the relevant civil, statutory or public authority; c. injury or illness of any person traceable to food or drink consumed on those insured premises; d. defects in the drains, sewers or other sanitary fixtures and fittings at those insured premises; or e. vermin or pests at those insured premises;
Equipment breakdown	<p>m. insured breakdown;</p>
Outstanding debts	<p>2. outstanding debts owed to you relating to your activities which you are unable to recover following loss of your accounting records held at an insured premises as a direct result of insured damage occurring during the period of insurance at those insured premises, provided:</p> <ul style="list-style-type: none"> a. such debt is not outstanding for more than 120 days after its due date at the time of the insured damage; b. you ensure all reasonable measures are taken to recover the outstanding debts; and c. such loss of outstanding debts is not insured under any other insurance.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- A **We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense which is directly or indirectly caused by, contributed to by, resulting from or in any way connected with any of the following:
- 1. a. **terrorism**. This does not apply to the cover under **What is covered**, 1.d. Bomb threat;
 - b. **civil commotion**, strikes or industrial action. This does not apply to **civil commotion** in respect of the cover under **What is covered**, 1.a. Financial losses from insured damage;
 - c. **war**;

- d. **confiscation**;
- e. **nuclear risks**;
- f. any **communicable disease**. This does not apply to a **specified disease** for the purposes of the cover under **What is covered**, 1.i.ii.b. Public authority;
- g. any fear or threat of 1.a. to 1.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a. to 1.g. 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. a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of 2.a. to 2.b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 2.a. to 2.d. above.

However:

- i. exclusion 2. does not apply to **What is covered**, 1.a. Financial losses from insured damage; and
 - ii. exclusion 2.c. does not apply to **What is covered**, 1.m. Equipment breakdown.
- 3. fraud or dishonesty. However this exclusion 3. does not apply to **What is covered**, 1.a. Financial losses from insured damage arising from the direct physical theft of **property**.
 - 4. any act, failure to act or omission which **you** deliberately or recklessly commit, condone or ignore. This does not apply to the cover under **What is covered**, 1.c. Non-damage denial of access, 1.d. Bomb threat or 1.i. Public authority where such act, failure to act or omission occurs to comply with **restrictions** imposed.
- B **We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense:
- 1. a. if **you** decide to discontinue **your activities**;
 - b. if **your activities** are discontinued permanently; or
 - c. if a liquidator or receiver is appointed in respect of **your activities**, prior to **your activities** first being interrupted by any **insured damage**, **insured breakdown** or **restrictions**.
 - 2. in connection with the hire of any substitute item while insured **property** is being repaired or replaced following **insured breakdown**.

How much we will pay

We will pay up to the **amount insured** shown in the Property – business interruption section of **your** schedule for each interruption to **your activities**, unless limited below or in **your** schedule.

The amount **we** will pay in respect of each interruption under this section for financial losses and other items stated in the Property – business interruption section of **your** schedule will be calculated in accordance with the paragraphs below.

Loss of income

For 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** within and not in addition to the **amount insured** for loss of **income** stated in the Property – business interruption section of **your** schedule.

Loss of gross profit

For loss of **gross profit**, the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period**, 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** within and not in addition to the **amount insured** for loss of **gross profit** stated in the Property – business interruption section of **your** schedule.

Loss of fees	For loss of fees , the difference between your actual fees during the indemnity period and the fees it is estimated you would have earned during that period or, if this is your first trading year, the difference between your fees 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 fees during the indemnity period . We will also pay for increased costs of working within and not in addition to the amount insured for loss of fees stated in the Property – business interruption section of your schedule.
Flexible business interruption cover	If the Property – business interruption section of your schedule states you are covered on a flexible business interruption cover basis, the amount insured stated in your schedule applies to the total of your loss of income , loss of gross profit , increased costs of working , additional increased costs of working , additional research expenditure and outstanding debts combined.
Value added tax	If you are accountable to the tax authorities for Value Added Tax, the amount we pay will be exclusive of such tax.
Accountant's charges	We will also pay for the necessary and reasonable charges you pay to your professional accountant for producing information which we request or require in support of your claim under this section. We will not pay for any other charges you incur in presenting or assessing any loss or claim under this section.
Business trends	To reflect the trends in your income or gross profit or fees , we will adjust the amount we pay so that it puts you in the same position that you would have been in had the interruption to your activities not occurred. In respect of What is covered 1.c. Non-damage denial of access, 1.d. Bomb threat and 1.i. Public authority, we will not make any payment in respect of any unwillingness of any customer or client of yours to purchase your goods or services where restrictions have not been or are no longer imposed.
Business trends uplift	If the Property – business interruption section of your schedule states that a percentage uplift for business trends applies, the amount insured will be increased accordingly to reflect any special circumstances or business trends affecting your activities during the period of insurance or during the indemnity period . For this uplift to apply, these circumstances or trends must have been reasonably unforeseeable by you when you provided us with the declared amount at the beginning of the period of insurance . We will determine the amount of any increase in order to put you in the same position that you would have been in had the interruption to your activities not occurred.
Under insurance (if you have been carrying out your activities for less than 12 months)	At the beginning of each period of insurance , you must declare to us an accurate estimate of your income or gross profit or fees for the next 12 months. In the event of any claim under this section, if you have been carrying out your activities for less than 12 months and if we establish that: 1. the annualised amount insured , or 2. where you are covered on a first loss limit basis, the annualised declared amount , is less than 85% of your actual income or your actual gross profit or your actual fees during the period that you have been carrying out your activities , we will reduce the amount we pay. When making this calculation, we will pro-rata the annualised amount insured or the annualised declared amount to reflect the period that you have been carrying out your activities . The reduction we will make will be in the proportion that the premium for this section of the policy you have paid bears to the premium we would have charged you if it had been based on your actual income or your actual gross profit or your actual fees . The remedy described above will apply if your failure to declare an accurate estimate of your income or gross profit or fees was not deliberate or reckless and this remedy may apply in addition to General condition 2.b.i. and ii. If your failure to declare an accurate estimate of your income or gross profit or fees was deliberate or reckless, the remedy under General condition 2.a. will apply at our discretion.
Under insurance	At the beginning of each period of insurance , you must declare to us an accurate estimate of your income or gross profit or fees for the next 12 months.

(if you have been carrying out your activities for 12 months or more)

In the event of any claim under this section, if **you** have been carrying out **your activities** for 12 months or more and if **we** establish that:

1. the **annualised amount insured**, or
2. where **you** are covered on a **first loss limit** basis, the **annualised declared amount**, is less than 85% of **your** actual **income** or **your** actual **gross profit** or **your** actual **fees** during the 12 months immediately preceding the date of the first interruption to **your activities**, **we** will reduce the amount **we** pay.

The reduction **we** will make will be in the proportion that the premium for this section of the **policy you** have paid bears to the premium **we** would have charged **you** if it had been based on **your** actual **income** or **your** actual **gross profit** or **your** actual **fees** during the 12 months immediately preceding the date of the first interruption to **your activities**.

The remedy described above will apply if **your** failure to declare an accurate estimate of **your income** or **gross profit** or **fees** was not deliberate or reckless and this remedy may apply in addition to General condition 2.b.i. and ii.

If **your** failure to declare an accurate estimate of **your income** or **gross profit** or **fees** was deliberate or reckless, the remedy under General condition 2.a. will apply at **our** discretion.

Indemnity period

The **indemnity period** in respect of each interruption to **your activities** will be calculated as stated below but **we** will not pay for longer than the period stated as your 'indemnity period' in the Property – business interruption section of **your** schedule.

All covers in **What is covered**, 1, except those stated below The period beginning at the date of the **insured damage** and lasting for the period during which **your income** is affected as a result of such **insured damage**.

Denial of access The period beginning at the date that **you** or **your employees** or **your** suppliers were first unable to access a part of an **insured premises** and lasting until **you** and **your employees** and **your** suppliers are able to access all of those **insured premises**.

Non-damage denial of access The period beginning at the date that all of an **insured premises** first became inaccessible to **you** or **your employees** and lasting until the relevant **restrictions** are lifted.

Bomb threat The period beginning at the date that all of an **insured premises** first became inaccessible to **you** or **your employees** and lasting until the relevant **restrictions** are lifted.

Public utilities For each failed service, the period beginning at the date of the first total failure in that supply to an **insured premises** and lasting until any supply of that service is reinstated to those **insured premises**.

Telecommunications and internet service providers For each failed service, the period beginning at the date of the first total failure in that supply to an **insured premises** and lasting until any supply of that service is reinstated to those **insured premises**.

Public authority The period beginning at the date that a part of an **insured premises** first became unusable for the purposes of **your activities** by **you** or **your employees** and lasting until the relevant **restrictions** are lifted.

Equipment breakdown The period beginning at the date of the **insured breakdown** and lasting for the period during which **your income** is affected as a result of such **insured breakdown**.

Special conditions

Specified customers

If the Property – business interruption section of **your** schedule states that you are covered for specified customers, the most **we** will pay for any interruption caused by **insured damage** arising at the premises of **your specified customer** is the amount stated in the Property – business interruption section of **your** schedule. If **your** customer or client is not individually stated in the Property – business interruption section of **your** schedule, cover may apply under **What is covered**, Unspecified customers.

Specified suppliers	If the Property – business interruption section of your schedule states that you are covered for specified suppliers, the most we will pay for any interruption caused by insured damage arising at the premises of your specified supplier is the amount stated in the Property – business interruption section of your schedule. If your supplier is not individually stated in the Property – business interruption section of your schedule, cover may apply under What is covered , Unspecified suppliers.
Homeworkers	If the Property – business interruption section of your schedule states that you are covered for Homeworkers, the most we will pay for any interruption caused by insured damage arising at the main residence of a homeworker is the amount stated in the Property – business interruption section of your schedule.
Equipment breakdown	Where we make a payment under What is covered , 1.m. Equipment breakdown, any amounts payable by us will be included within the amount insured stated in your schedule under the Property – equipment breakdown section of this policy . This amount insured is also stated in the Property – business interruption section of your schedule. This amount insured is an aggregate limit for both the Property – equipment breakdown section of this policy and the cover available under this Property – business interruption section, What is covered , 1.m. Equipment breakdown and the maximum we will pay for all relevant claims or losses covered under both of these parts of your policy during the period of insurance .
Outstanding debts	The most we will pay for outstanding debts is the amount stated in the Property – business interruption section of your schedule.
Multiple insureds	If your schedule shows that cover under the Property – business interruption section of the policy applies to more than one insured, each amount insured stated in that section of the schedule shall apply in total to all insureds, regardless of how many insureds are affected.
Multiple insured premises	If any single Property – business interruption section of your schedule shows that cover under that section of the policy applies to more than one insured premises , each amount insured stated in that single section of your schedule shall apply in total to all insured premises , regardless of how many insured premises are affected.
Loss under more than one cover	If the same interruption to your activities is insured under more than one cover under What is covered above, we shall only make payment for that interruption to your activities under one of the covers, being the cover that is most advantageous for you .

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or circumstance which might cause an interruption to your activities .
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 . You must keep a copy of the record away from an insured premises and provide copies to us promptly on request. 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. In the event of a claim under What is covered , 2. Outstanding debts, you must provide us with all information we may reasonably require to assist in evidencing your outstanding debts. 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 – 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. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Contract sites	Any location within the United Kingdom where you have a contract to carry out your activities .
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom .
Event locations	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities .
Insured property	<p>The property used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> 1. computers; 2. equipment; 3. stock; 4. research and development property, including prototypes; 5. tools, plant and machinery; 6. event and exhibition equipment; 7. hired-in equipment; 8. documents; and 9. accessories associated with any of the above.
In transit	<ol style="list-style-type: none"> 1. In transit by road, rail, water, air or by person; 2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or 3. temporarily housed overnight away from any specified or unspecified premises in the course of transit; <p>within the United Kingdom or any other territory in which cover is provided for insured property, as stated in your schedule.</p>
Standard hire contract	Any contract for the hire of your property which requires the hirer to indemnify you for damage to such property (other than fair wear and tear), while it is hired out, including while in transit or left on site by the hirer.

What is covered

Damage to insured property used by you	We will insure you against damage occurring during the period of insurance to insured property at any location stated in your 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 insured property while hired out	If stated in your schedule, we will also insure you against damage occurring during the period of insurance to insured property while hired out.
Additional cover	The following cover is also provided up to the amount stated in your schedule:
Reconstitution of data and documents	<ol style="list-style-type: none"> 1. We will pay the necessary and reasonable costs of: <ol style="list-style-type: none"> a. reconstitution of data; and

	<ul style="list-style-type: none"> b. replacing or reconstituting your documents which are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed, <p>as a direct result of damage covered under this section.</p>
Alternative hire costs	2. We will pay the reasonable hire costs incurred by you for the necessary hire of a substitute item of similar type and capacity as a direct result of damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced but for no longer than six months.
Continuing hire charges	3. We will pay the costs of continuing hire charges for insured property hired in by you while such insured property is being repaired or until permanently replaced, but for no longer than six months, as a direct result of damage covered under this section, provided: <ul style="list-style-type: none"> a. you are legally liable for such costs under a written contract; and b. we have made payment or admitted liability for such damage.
Loss of hire fees	4. We will insure you for loss of fees you would have received for hiring out your insured property under a standard hire contract but for damage covered under this section, for the period beginning at the date of the damage until the insured property is repaired or replaced, but for no longer than six months.
Loss prevention costs	5. We will pay the necessary and reasonable costs that you incur to protect the insured property from imminent or further damage occurring during the period of insurance , such as flood prevention barriers, emergency boarding following damage to doors, windows and other similar entry points and moving property to a higher floor or to an alternative location, provided that: <ul style="list-style-type: none"> a. such costs are incurred with our prior written agreement; or b. if a. above is not reasonably practical, you notify us of such costs as soon as possible.
Removal of debris	6. We will pay the necessary and reasonable costs and expenses you incur clearing the debris of insured property or the area immediately adjacent following damage covered under this section.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. **damage** to:
 - a. buildings, land or water;
 - b. any mechanically propelled vehicle which requires insurance under the Road Traffic Act 1988 or any equivalent act in any other territory, and any successor legislation;
 - c. any aircraft or other aerial device, drone, hovercraft, motorised scooter or watercraft, other than hand propelled or sailing craft less than 20 feet in length. However, **we** will not make any payment for **damage** to any watercraft while in use;
 - d. **money** or any electronic, online or crypto currency, including bitcoin, even where such currency exists in physical form;
 - e. **personal effects**; or
 - f. any item attached to any of the above.
2. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness, humidity or being exposed to light or extreme temperatures, unless the **damage** is a result of **storm** or fire;
 - c. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - d. theft of any **insured property** while away from any **specified or unspecified insured premises** unless the item is:

- i. under the personal supervision of **you** or anyone authorised by **you**;
 - ii. stored in a securely locked room or building;
 - iii. **in transit**; or
 - iv. hired out by **you** unless **you** have purchased cover under **What is covered**, Damage to insured property while hired out and **you** have complied with the conditions in **What is not covered** 2, g(i) – (iv);
 - e. theft from an **unattended vehicle** unless the item is:
 - i. completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified; and
 - ii. all security measures on the vehicle or trailer are fully operational and activated at the time of the theft;
 - f. fraud or dishonesty; or
 - g. theft by deception of any item which **you** have hired out, unless **you** have:
 - i. purchased cover under **What is covered**, Damage to insured property while hired out;
 - ii. obtained and verified at least two trade references for each hirer prior to entering into the hire contract;
 - iii. 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;
 - iv. retained a copy of the credit card details of the hirer; and
 - v. 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.
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. **damage** to **insured property** while hired out by **you** under a **standard hire contract** unless:
- a. **you** have purchased cover under **What is covered**, Damage to insured property while hired out; and
 - b. **you** can demonstrate to **us** that **you** have exhausted all legally possible methods to obtain a recovery from the hirer.
5. **damage** to any item directly resulting from its own **breakdown**.
6. **damage** to **insured property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
7. **damage** to any animal or plant caused by illness or disease.
8. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
- a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been affected by a **cyber attack**, **hacker** or **computer or digital technology error**.
- We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack, hacker or computer or digital technology error.**
9. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

10. the value to **you** of any lost or distorted records or data.
11. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
12. financial loss due to **you** not receiving payment in full if you part with any title, possession of or rights to **property**. This exclusion does not apply to theft by deception of any item that **you** have hired out, where **you** have purchased cover under **What is covered**, Damaged to insured property while hired out and complied with the conditions in **What is not covered 2, g(i) – (iv)**.
13. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
14.
 - 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 connected pipework located at any of the covered locations stated in this section other than where resulting from **breakdown**; or
 - b. any clean-up or decontamination costs or expenses resulting or arising from pollution or contamination.
15. 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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 15.a. to 15.f. above; or
 - h. any action taken in controlling, preventing, suppressing or in any way responding to 15.a. to 15.g. above.

If there is any dispute between **you** and **us** over the application of 15.a. or 15.b. above, it will be for **you** to show that the exclusion does not apply.
16. the amount of the **excess**.

Special condition

Right to inspect

We have the right to inspect damaged **property** before any repair work begins.

However, **you** may arrange for urgent repairs immediately without allowing **us** to inspect damaged **property** provided that **you** tell **us** as soon as reasonably possible and the urgent repairs will:

1. prevent further damage to the **property**; or
2. allow **you** to continue to trade.

We have the right to inspect the damaged **property** before any further repair work begins. **We** will tell **you** if **we** want to do this.

Storm and flood

We will treat all **damage** to **insured property** at any location stated in **your** schedule occurring during any period of 72 consecutive hours as one incident of loss provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72-hour period starts which will apply to all Property sections of this **policy**.

How much we will pay

Repair and replacement

We will pay up to the **amount insured** shown in the Property – away and in transit section of **your** schedule, unless limited below or in **your** schedule.

At **our** option **we** will repair, restore, replace or pay for any loss or **damage** to items on the following basis:

1. for **insured property** other than **computers, stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **computers**, the cost of repairs or replacement as new. If **damage** to **computers** results in existing **software** being incompatible with the replacement **computers**, at **our** option **we** will also pay for:
 - a. i. the necessary modifications to the replacement **computers**; or
 - ii. the conversion of the existing **software** into a format which is compatible with the replacement **computers**; and
 - b. the cost of replacing incompatible data-carrying media following 2.a.i. or 2.a.ii. above.
3. for **stock**, the cost of repair or replacement at the cost price to **you**. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust.
4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
5. for merchandise goods which have been sold but not delivered, the agreed contract price.
6. 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; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. 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 which has an increased value because it forms part of a pair or set is 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 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.
Value Added Tax	The amount we will pay is exclusive of Value Added Tax unless you cannot recover it from the tax authorities.

Special limits

Damage outside the EU and UK	Where covered, the most we will pay for damage to insured property occurring outside of the European Union, the United Kingdom and Gibraltar is the amount insured stated in your 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 your schedule for damage to insured property : <ol style="list-style-type: none"> 1. in the European Union; and 2. anywhere in the world.
Damage within the UK	Where covered, the most we will pay for damage to insured property occurring anywhere in the United Kingdom is the combined total of the amounts insured stated in your schedule for damage to insured property : <ol style="list-style-type: none"> 1. in the United Kingdom; 2. in the European Union; and 3. anywhere in the world.

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

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from any criminal act and obtain a crime reference from them; 3. notify us immediately of any damage due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of yours, but no later than ten working days of its discovery by you; and 4. notify any third-party carrier of the insured property of any damage you discover within the time limits for notification of damage stipulated in your contract of carriage with them.
Backing-up electronic data	<p>You 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 you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.</p>
Hiring in equipment	<p>When hiring in insured property, you must complete and record an inventory check and inspect all such hired in insured property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of such property. Upon returning any insured property to the hire company, you must only return such property to persons authorised within the hire company to accept the return of equipment.</p> <p>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.</p>
Protections	<p>You must advise us as soon as you become aware, if for any reason, any fire protection system, security system or other physical protection installed at any specified or unspecified premises is not working properly. We may then vary the terms and conditions of this policy.</p> <p>All systems must be regularly serviced under contract by a reputable company at least annually and a written record of the servicing must be retained by you.</p>
Unoccupancy	<p>You must tell us immediately if the buildings at any specified or unspecified premises, including any part capable of being separately let, will be left unoccupied.</p> <p>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.</p> <p>If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.</p>
Building works	<p>If you or anyone on your behalf intends to undertake any demolition, building work or groundwork at or on any specified or unspecified premises and the estimated cost is more than £75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may change the terms and conditions of this policy or impose additional requirement that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>



If **you** do not tell **us**, **we** will not make any payment for **damage** indirectly caused by or resulting from the demolition, building work or groundwork, or stoppage of such work, at or on any part of the buildings at or on any **specified or unspecified premises**.

You do not have to tell **us** if the work is for minor alternations, repairs, decoration, or maintenance only.

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Property – equipment breakdown

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

What is covered

Equipment and computers	<p>1. We will insure you against breakdown occurring during the period of insurance to:</p> <p style="margin-left: 20px;">a. equipment at the insured premises; and</p> <p style="margin-left: 20px;">b. computers;</p> <p style="margin-left: 20px;">within the United Kingdom, which causes that item to no longer perform the function or serve the purpose for which it was manufactured.</p>
Reconstitution of electronic data	<p>2. We will pay for the necessary and reasonable costs of reconstitution of data as a direct result of breakdown covered under this section.</p>
Loss prevention costs	<p>3. We will pay the necessary and reasonable costs that you incur to protect equipment and computers covered under this section from imminent or further breakdown occurring during the period of insurance provided that:</p> <p style="margin-left: 20px;">a. such costs are incurred with our prior written agreement; or</p> <p style="margin-left: 20px;">b. if a. above is not reasonably practical, you notify us of such costs as soon as possible.</p>
Alternative hire costs	<p>4. We will pay the necessary and reasonable costs that you incur for the hire of a substitute item of similar type and capacity as a direct result of breakdown covered under this section, for the period beginning at the date of the breakdown until the item is repaired or replaced but for no longer than six months.</p>
Removal of debris	<p>5. We will pay the necessary and reasonable costs that you incur to clear the debris of equipment or computers from the insured premises or the area immediately adjacent, following breakdown covered under this section.</p>

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

1. **breakdown** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **breakdown** caused by any:
 - a. **equipment** or **computers** being of insufficient size, specification or capacity;
 - b. test used to identify operating capacity or faults which are not visible; or
 - c. rebooting, reloading or updating of any **software**.
3. the value to **you** of any lost or distorted records or data.
4. **damage** to any:
 - a. insulating or heat resistant material;
 - b. mechanically propelled vehicle, aircraft or other aerial device, drone, hovercraft, motorised scooter, watercraft or any item attached to them;
 - c. **equipment** which has a primary purpose of manufacturing, producing or processing a product for sale by **you**, including any other item used exclusively with such **equipment**, other than;
 - i. fork-lift trucks, pallet trucks, dock levellers and lifting tables; and
 - ii. equipment used for the production or processing of sound, images or light;

- d. construction, demolition or excavation equipment;
 - e. equipment manufactured by **you** for sale;
 - f. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value of more than £25,000;
 - g. biomass or biogas heater, any electricity or power generating equipment or any item used in connection with them, other than emergency back-up power **equipment**;
 - h. laundry, cleaning, kitchen or home entertainment equipment used in any private living quarters; or
 - i. **equipment** or **computers** not covered under any other Property section of this **policy**.
5. any **damage**, loss, cost or expense recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
6. 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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**; or
 - g. any fear or threat of 6.a. to 6.f. above;
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.g. above.
- If there is any dispute between **you** and **us** over the application of clause 6.a. and 6.b, it will be for **you** to show that the clause does not apply.
7. 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. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**; or
 - d. a failure of electronic equipment to correctly recognise, process or store any data.
8. the amount of any **excess**.

Special condition

Right to inspect

We have the right to inspect damaged **equipment** or **computers** before any repair work begins.

However, **you** may arrange for urgent repairs immediately without allowing **us** to inspect damaged items provided that **you** tell **us** as soon as reasonably possible and the urgent repairs will:

1. prevent further **damage** to the items; or
2. allow **you** to continue to trade.

We have the right to inspect the damaged **equipment** and **computers** before any further repair work begins. **We** will tell **you** if **we** want to do this.

How much we will pay

We will pay up to the **amount insured** shown in the Property – equipment breakdown section of **your** schedule, unless limited below or in **your** schedule.

Repair and replacement	<p>At our option we will repair, restore, replace or pay for any loss or damage on the following basis:</p> <ol style="list-style-type: none"> 1. for equipment, other than hired-in equipment, the cost of repair or replacement as new. 2. for hired-in equipment, the lesser of: <ol style="list-style-type: none"> 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; or c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition. 3. for computers, the cost of repairs or replacement as new. If damage to computers results in existing software being incompatible with the replacement computers, at our option we will also pay for: <ol style="list-style-type: none"> a. i. the necessary modifications to the replacement computers; or ii. the conversion of the existing software into a format that is compatible with the replacement computers; and b. the cost of replacing incompatible data-carrying media.
Other interests	<p>Any payment we make will take into account the interest of any party having an insurable interest in the equipment or computers insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>
Value Added Tax	<p>The amount we will pay is exclusive of Value Added Tax unless you cannot recover it from the tax authorities.</p>

Your obligations

If any breakdown occurs	<p>We will not make any payment under this section unless you notify us promptly of any breakdown which might be covered.</p>
Backing-up electronic data	<p>You must take all reasonable steps to make back-up copies of all data at least once a week and keep the copies away from the insured premises. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.</p>
Precautions	<p>You must take reasonable steps to:</p> <ol style="list-style-type: none"> 1. comply with any statute or order applicable to the insured equipment or computers; and 2. ensure that insured equipment or computers are properly maintained and used in accordance with the manufacturer's recommendations. <p>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 breakdown occurring in the circumstances in which it occurred.</p>

Property – terrorism extension

Policy wording

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. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this extension

CBRN incident	Any chemical, biological, radiological or nuclear incident.
Computer system	Any computer or other equipment, component, system or item which processes, stores, transmits or receives data .
Covered property section	Any section of this policy where cover is provided for damage to your property or property for which you are legally responsible.
Damage by terrorism	Damage to or the destruction of property occurring during the period of insurance and proximately caused by a terrorist act , including loss or damage to property arising from a CBRN incident proximately caused by a terrorist act , provided that such property is located within the geographical limits .
Data	Data of any sort, including but not limited to tangible or intangible data, and any programs 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.
DOS attack	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 or computer systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems .
Employees	Any person working for you in connection with your activities who is employed by you under a contract of service or apprenticeship.
Financial losses	Your financial losses limited to loss of income , loss of gross profit , loss of fees , increased costs of working , additional increased costs of working , additional research expenditure or outstanding debts: <ol style="list-style-type: none"> 1. if shown on the Property – business interruption section of your schedule as being covered; and 2. as defined and calculated in accordance with the Property – business interruption section of your policy.
Geographical limits	England, Wales and Scotland, but not the territorial sea (as defined by the Territorial Sea Act 1987) adjacent to any of these territories.
Hacking	Unauthorised access to any computer system , whether your property or not.
Minimum interruption period	A period of 24 consecutive hours immediately following the interruption.
Money	Any money including currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort.
Phishing	Any access or attempted access to data made by means of misrepresentation or deception.
Remote digital interference	Any virus , phishing , DOS attack or hacking occurring during the period of insurance and caused by a terrorist act originating anywhere in the world.

Terrorist act	Acts of persons 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 His Majesty's government in the United Kingdom or any other government de jure or de facto.
Virus	Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor a computer system, program, data or operations, whether involving self-replication or not. Virus includes, but is not limited to, trojan horses, worms, logic bombs and the exploitation of bugs or vulnerabilities in a computer system, program, data or operations to damage, interfere with, adversely affect, infiltrate or monitor as above.

What is covered

Property	1. We will insure you for damage by terrorism to property which is insured under any covered property section .
Business interruption	2. Where the Property – terrorism extension section of your schedule confirms that you have this cover, we will also insure you for your financial losses resulting solely and directly from an interruption to your activities caused by:
Business interruption: financial losses from insured damage	a. damage by terrorism to property which is insured under any covered property section ; or
Business interruption: denial of access	b. a part of an insured premises being inaccessible to you or your employees or your suppliers provided that such interruption: <ul style="list-style-type: none"> i. first occurs during the period of insurance; and ii. lasts for more than the minimum interruption period; and iii. is due to damage by terrorism to property within a one-mile radius of those insured premises.

Any exclusion relating to **terrorism** or **nuclear risks** within any of the other Property sections of this **policy** will not operate to negate the coverage given under this Property – terrorism extension.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not be liable for any losses whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:

1. **war or civil commotion**.
2. a. damage to or the destruction of any **computer system**; or
 - b. any alteration, modification, distortion, erasure or corruption of **data**,
which is directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from **remote digital interference**, unless the losses result directly from:
 - i. fire, explosion, flood, escape of water from any tank, apparatus or pipe, including any sprinkler system;
 - ii. impact of aircraft or any aerial devices or articles dropped from them;
 - iii. impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle; or
 - iv. destruction of, damage to or movement of buildings or structures, plant or machinery, other than any **computer system**.

However, **we** will not make any payment if the losses are proximately caused by a **terrorist act** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

For the purposes of **What is not covered**, 2., any covered loss for **remote digital interference** does not include damage to or the destruction of any **money** or **data**.

What is not covered 2.b. shall not apply in respect of **your financial losses** resulting solely and directly from damage to **property** caused by any alteration, modification, distortion, erasure or corruption of **data** resulting directly or indirectly from any of the events described in i. to iv. above.

3. **damage by terrorism** to any nuclear installation or nuclear reactor, including any:
 - a. associated or connected fixtures and fittings; and
 - b. pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such nuclear installation or nuclear reactor.
4. **damage by terrorism** to any **property** which is:
 - a. not insured under any **covered property section**;
 - b. specifically excluded elsewhere in this **policy**;
 - c. covered by any form of transit, marine or aviation insurance policy however this shall not apply to any transit cover provided under the Property – away and in transit or Property – contents sections of **your policy** if these covers are shown on **your** schedule; or
 - d. insured in the name of an individual, however this shall not apply if:
 - i. the **insured premises** are insured in the name of a sole trader, individuals in a business partnership, or trustees, provided the **insured premises** are not solely occupied as the private residence of the sole trader, individuals in a business partnership, or of either a trustee or beneficiary of the trust;
 - ii. the **insured premises** are of sole commercial use; or
 - ii. the **insured premises** are partially occupied as a private residence and the commercially occupied proportion of the **insured premises** exceeds 20% by area square footage.

How much we will pay

We will pay up to the corresponding **amount insured** shown in the Property – terrorism extension section of **your** schedule for all damage, losses, costs, expenses and claims under this extension, regardless of the number of **terrorist acts**, unless limited below or in **your** schedule.

Any payment under this Property – terrorism extension will be made on the same basis as **you** would be covered under **How much we will pay** in the corresponding **covered property section** or, where purchased, the Property – business interruption section of **your policy**.

The most **we** will pay for any damage, loss, cost, expense or claim under this extension will be an amount equivalent to the **amount insured** stated in the corresponding **covered property section** or, where purchased, the Property – business interruption section of **your** schedule.

Any such amounts payable by **us** under this extension will be included within the corresponding aggregate **amount insured** as stated in the Property – terrorism section of **your** schedule.

Your obligations

Maintaining insurance

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

Where an **amount insured** is shown in the Property – terrorism extension section of **your** 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

If in any action, lawsuit or other proceedings or otherwise where **we** state that any **damage by terrorism to property** or any **financial losses** are not covered by this Property – terrorism extension, it will be **your** responsibility to prove otherwise.

Additional terms

If any of the following terms and conditions are included in **your policy**, they shall not apply to this Property – terrorism 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 limits**; 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**.

Client money insurance

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Client money	Coins, bank and currency notes, crossed cheques, crossed warrants, crossed postal orders, credit and debit card sales vouchers, Value Added Tax (VAT) purchase invoices and valuables all belonging to your clients and for which you are responsible.
Damage	Accidental physical loss or accidental physical damage.
Insured premises	Any premises within the geographical limits which is owned, rented or leased by you for the purpose of your activities.
Valuables	Precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones, bullion, clocks, watches, photographic equipment, binoculars, telescopes, pictures and other works of art, rare and unusual figurines and ornaments, collections of stamps, coins or medals.

What is covered

	We will insure you , up to the amount insured stated in your schedule, against damage occurring during the period of insurance to client money within the geographical limits and whilst in your care, custody and control.
	The cover will commence from the time you accept responsibility in writing for each dispatch and will cease upon acceptance in writing by the client or other recipient.
Theft by employees	We will indemnify you against the sums you have to pay as compensation for loss of client money occurring during the period of insurance arising out of theft, fraud dishonesty or embezzlement by any director, partner or employee, discovered within seventy two hours of its occurrence provided that: <ol style="list-style-type: none"> the hours of Saturdays, Sundays and official Public Holidays will not be included in the calculation of the discovery period; and we have not declined to provide Fidelity guarantee cover to you. However, we will not make any payment if cover is provided under Public and products liability, What is covered , Fidelity bonding.

Additional cover

	The following cover is also provided up to the amount insured stated in your schedule:
Additional expenses	We will indemnify you against the sums you have to pay as compensation in respect of claims made by your clients for additional expenses incurred by them in making up duplicate payroll and/or for payment of overtime wages for their employees as a result of such employees having to wait after their normal working hours for their pay following loss for which we have provided indemnity under this section.
Safes and clothing	We will pay for damage occurring during the period of insurance to any: <ol style="list-style-type: none"> safe in any insured premises containing client money, as a result of damage caused by theft or attempted theft; and clothing belonging to your directors, partners or employees as a result of damage caused by robbery or attempted robbery of client money.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

We will not make any payment for:

- damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
- damage** to **client money** in any **unattended vehicle**.
- unexplained loss or disappearance or inventory shortage.

4. loss due to clerical or accounting errors.
5. loss due to any **social engineering communication** or any other act of fraud or dishonesty, other than the physical theft of **money**.
6. loss arising from any electronic, online or crypto currency, including Bitcoin.
7. consequential or indirect losses of any kind.
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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 8.a. to 8.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.g. above.

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

How much we will pay

We will pay up to the **amount insured** shown in the Client money section of **your** schedule, unless limited below or in **your** schedule.

Your obligations

If any loss or damage occurs

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

1. notify **us** promptly of any loss or **damage** which might be covered;
2. report to the police, as soon as reasonably possible, any loss or **damage** arising from any criminal act and obtain a crime reference from them; and
3. notify **us** immediately of any loss or **damage** due to any unlawful or malicious act by any director, partner, trustee, committee member, employee or volunteer of **yours**, but no later than ten working days of its discovery by **you**.

Money in transit

You must ensure that **client money** in transit with a total value in excess of £5,000 is carried by at least two able bodied adults.

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

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 loss or **damage** occurring in the circumstances in which it occurred.

Fidelity guarantee

Policy wording

The General terms and conditions, the terms and conditions of the professional indemnity section and the following terms and conditions all apply to this section.

Special definitions for this section

Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;under your control whilst in your service, undergoing training as part of any Government approved training scheme;under your control or supervision and is self-employed or working on a labour-only basis;a director:<ol style="list-style-type: none">employed by you under a contract of service; andwho controls no more than 5% of the issued share capital of you or any subsidiary of you; orretired from full time employment with you but who is working for you as a consultant under your control or direction.
Money	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 you .
Superseded insurance	Fidelity guarantee insurance which was taken out by you and was continuously in force from the time of any loss up until inception of cover with us .

What is covered

Fidelity guarantee	<p>We will pay your direct financial loss, if during the period of insurance, and in the performance of your business within the geographical limits, you suffer a loss of money or property belonging to you caused by any act of fraud or dishonesty by an employee, provided it is discovered no later than 12 months after the termination of:</p> <ol style="list-style-type: none">this Fidelity guarantee cover; orthe employment of the employee committing such loss, <p>whichever occurs first.</p>
Superseded insurance	<p>We will also pay your direct financial losses for this cover if discovered during the period of insurance but committed during the time the superseded insurance was in force, provided:</p> <ol style="list-style-type: none">the loss is not recoverable under the superseded insurance solely because the period allowed for discovery has expired; andthe loss would have been covered by us had it been in force at the time the loss occurred;

What is not covered

We will not make any payment for:

1. loss of interest or any other consequential or indirect loss.
2. further acts of fraud or dishonesty by an **employee** following **your** discovery of an act of fraud or dishonesty by such **employee**.
3. any 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** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**; or
 - g. any fear or threat of 3.a. to 3.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.g. above.
4. the amount of any **excess**.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule.

For a single claim that is caused by two or more **employees** acting in collusion, the most **we** will pay is the amount shown in the schedule as if for any one **employee**.

For claims committed by a single **employee**, the most **we** will pay is the amount shown in the schedule for any one employee regardless of the **period of insurance** the acts were committed.

Superseded insurance

The most **we** will pay for claims arising from **What is covered**, Superseded insurance is:

1. the amount that would have been payable under the **superseded insurance** if it was in force at the time of the loss; or
2. the amount shown in the schedule,

whichever is the lesser.

Money due to employee

If, upon discovery of any loss:

1. any **money** of the **employee** responsible for the act of fraud or dishonesty, which is in **your** possession; and
2. any **money**, salary, fee or commission due to the **employee** from **you**,

is legally withheld by **you** and remains in **your** possession after termination of their employment with **you**, the total of such sums shall be deducted from the amount of the loss.

Value Added Tax

The amount **we** will pay is exclusive of Value Added Tax unless **you** cannot recover it from the tax authorities.

Your obligations

If any loss occurs:

1. **We** will not make any payment under this section unless **you**:
 - a. notify **us** promptly of any loss but in any event within 3 months of its discovery by **you**; and
 - b. report the loss to the police as soon as reasonably possible and obtain a crime reference from them.

Obtaining reimbursement

2. **You** must provide all reasonable assistance to **us** in suing for and obtaining any reimbursement from any **employee** responsible for a loss under this section.

Vetting of employees

3. **You** must ensure that **you** obtain satisfactory references to confirm honesty of each **employee** whose duties may involve responsibility for **money** or **your** accounts. Such references must be obtained directly from each **employee's**:

- a. last two previous employers; or
- b. last previous employer, if immediately preceding their engagement with **you** they were employed for a minimum of 3 years.

In respect of:

- i. **employees** who have satisfactorily and continuously been employed by **you** for at least one year prior to taking up responsibility for **money** or **your** accounts, references are not required;
- ii. **employees** who have joined directly from school, college or university and are responsible for **money** and **your** accounts, one character reference is required; and
- iii. all other **employees** responsible for **money** and **your** accounts, vetting to the British Standards appropriate for their duties is required.

You must ensure that all references are retained by **you** and are made available for inspection upon request by **us**. In respect of verbal references, a written copy must be made at the time it is obtained.

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

Special definitions for this section

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

What is covered

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

What is not covered

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

Get in touch

If you have any questions about your cover or need more information, Darwin Clayton will be happy to help:

Call: 01892 511144

Email: info@dcuk.co.uk

Visit: darwinclayton.co.uk/contact-us

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