



## 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.

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### Our promise to you

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

**Ben Horton**

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

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### Complaints procedure

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

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

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

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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

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<b>General definitions</b>	<p><b>We</b> use some words throughout this <b>policy</b> with the same meaning wherever they appear. These are shown in bold type and <b>we</b> explain what they mean below.</p> <p>Any other definitions when used in particular sections of the <b>policy</b> are shown in bold and have the same meaning whenever they appear in that section. <b>We</b> explain what they mean in the 'Special definitions' section of that part of the <b>policy</b>.</p>
<b>Artificial intelligence</b>	<p>Any machine learning, logical, statistical or other algorithm in <b>computer or digital technology</b> that can:</p> <ol style="list-style-type: none"><li>1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or</li><li>2. adapt or vary its operation proactively, or in response to inputs.</li></ol>
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>2. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>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.</li></ol>
<b>Business</b>	<p><b>Your</b> business or profession as shown in <b>your</b> schedule.</p>
<b>Civil commotion</b>	<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"><li>1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or</li><li>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.</li></ol>
<b>Communicable disease</b>	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
<b>Computer or digital technology</b>	<p>Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p>
<b>Computer or digital technology error</b>	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"><li>1. creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li></ol> <p>any <b>computer or digital technology</b>.</p>
<b>Confiscation</b>	<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>
<b>Cyber attack</b>	<p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"><li>1. access to;</li><li>2. extraction of information from;</li><li>3. disruption of access to or the operation of; or</li><li>4. damage to:</li></ol> <p>any data or <b>computer or digital technology</b>, including but not limited to any:</p>

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

<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in <b>your</b> schedule.
<b>Hacker</b>	Any <b>artificial intelligence</b> , entity or person, including any employee of <b>yours</b> , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Nuclear risks</b>	<ol style="list-style-type: none"> <li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>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;</li> <li>3. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your</b> schedule.
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Policy</b>	This insurance document and <b>your</b> schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	Code or instructions which tell <b>computer or digital technology</b> how to process data or interact with ancillary equipment, systems or devices.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by any <b>artificial intelligence</b> , 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.
<b>Solar weather</b>	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
<b>Terrorism</b>	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"> <li>1. is committed for political, religious, ideological, racial or similar purposes; and</li> <li>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"> <li>a. involves violence against one or more persons; or</li> <li>b. involves damage to property; or</li> <li>c. endangers life other than that of the person committing the action; or</li> <li>d. creates a risk to health or safety of the public or a section of the public; or</li> <li>e. is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol>
<b>War</b>	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in <b>your</b> schedule.
<b>You/your</b>	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 <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.   |
| If you fail to make a fair presentation               | 2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:<br><br>i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.   |
| Change of circumstances                               | 3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the cancellation condition.   |
| If you fail to notify us of a change of circumstances | 4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:<br><br>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or<br><br>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;<br><br><b>we</b> may treat this <b>policy</b> 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. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b> , as follows:<br><br>i. if <b>we</b> would have cancelled this <b>policy</b> , <b>we</b> 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. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss. |
| Reasonable precautions                                | 5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any  |

incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

- |                               |   |
|-------------------------------|---|
| Premium payment               | 6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.   |
| Cancellation                  | <p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium:</p> <p>a. under £20; or</p> <p>b. if <b>we</b> have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds             | <p>8. The most <b>we</b> will pay is the relevant amount shown in <b>your</b> schedule.</p> <p>If more than one insured is named in <b>your</b> schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in <b>your</b> schedule, or if there is more than one insured named in <b>your</b> schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>   |
| Aggregate limit               | 9. Where a section of this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under that section of <b>your policy</b> during the <b>period of insurance</b> .   |
| Rights of third parties       | 10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.   |
| Other insurance               | 11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.  |
| Cover under multiple sections | 12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.  |
| Governing law                 | 13. Unless some other law is agreed in writing, this <b>policy</b> 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 <b>policy</b> is negotiated and made in the United Kingdom between <b>you</b> and <b>us</b> . <b>We</b> are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. <b>You</b> acknowledge that no solicitation for the <b>policy</b> has been made by <b>us</b> outside of the United Kingdom, that unless otherwise agreed in writing the <b>policy</b> is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. <b>You</b> 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 <b>we</b> have informed <b>you</b> that <b>we</b> are authorised to conduct insurance business, will be paid by <b>you</b> 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.

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### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your business</b> who is: <ol style="list-style-type: none"><li>1. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>2. hired to or borrowed by <b>you</b>;</li><li>3. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li><li>4. engaged by labour-only sub-contractors;</li><li>5. a labour master or a person supplied by him;</li><li>6. engaged under a work experience or training scheme;</li><li>7. a voluntary worker engaged with <b>your</b> permission.</li></ol>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	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 <b>drones</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member, senior manager or officer in actual control of <b>your</b> operations.

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### What is covered

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



a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;

b. **personal injury** or **denial of access** committed during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

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

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

Abuse or molestation claims

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

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

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

Overseas personal liability

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

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

Claims against principals

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

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

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

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

Cross liabilities

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

Criminal proceedings costs

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

the date of any judgment or other final adjudication against the **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

Loss of third-party keys	If, during the <b>period of insurance</b> and as a result of <b>your business</b> , <b>you</b> lose any key or electronic pass card belonging to a third party for which <b>you</b> are legally responsible, and that party brings claim against <b>you</b> , <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.
Failure to secure third-party premises	If, during the <b>period of insurance</b> , <b>you</b> fail to secure the premises of a third party where <b>you</b> have been carrying out <b>your business</b> , and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third-party, provided that <b>you</b> have taken reasonable steps to secure the premises as required by that third-party.
Unauthorised use of third-party telephones by your employees	If, during the <b>period of insurance</b> and as a result of <b>your business</b> , any of <b>your employees</b> uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against <b>you</b> , <b>we</b> will pay the sums <b>you</b> have to pay as compensation to such third party, provided that <b>we</b> are notified within three months of the unauthorised use.
Defective Premises Act	<p>If, during the <b>period of insurance</b>, <b>you</b> dispose of any premises in connection with <b>your business</b> and any party brings a claim against <b>you</b> under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, <b>we</b> will pay for the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not in any event make any payment for any:</p> <ol style="list-style-type: none"> <li>a. liability where <b>you</b> are entitled to cover under any other insurance;</li> <li>b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.</li> </ol>
<b>Additional cover</b>	
Veterinary fees	<p><b>We</b> will indemnify <b>you</b> in respect of <b>your</b> liability to pay veterinary fees arising from <b>property damage</b> to <b>your</b> customer's animal occurring during the <b>period of insurance</b> whilst the animal is in <b>your</b> care, custody or control.</p> <p><b>We</b> will not make any payment under this <b>Additional cover</b> for any claim arising from any:</p> <ol style="list-style-type: none"> <li>a. pre-existing condition;</li> <li>b. surgical operation;</li> <li>c. non-domestic animal;</li> <li>d. advice regarding any drugs, medicines or treatments; or</li> <li>e. supply, provision or administration of any drugs or medicines.</li> </ol>
Death or disappearance	<b>We</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation following the death or disappearance of <b>your</b> customer's animal during the <b>period of insurance</b> whilst in <b>your</b> care, custody or control.
Advertising and reward	<p><b>We</b> will indemnify <b>you</b> in respect of <b>your</b> liability to pay a customer for the cost of advertising and reward following the disappearance of <b>your</b> customer's animal during the <b>period of insurance</b> whilst in <b>your</b> care, custody or control.</p> <p><b>We</b> will not make any payment under this <b>Additional cover</b> for any reward:</p> <ol style="list-style-type: none"> <li>a. <b>we</b> have not agreed before it is advertised;</li> <li>b. not supported by a signed receipt giving the full name, address and telephone number of the person who found the animal; or</li> <li>c. if the animal is found by <b>you</b>, a member of <b>your</b> family, a person who lives with <b>you</b>, an <b>employee</b> or the owner of the animal.</li> </ol>
Court attendance compensation	If any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or any other <b>employee</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.

<b>What is not covered</b>	<b>A.</b>
Property for which you are responsible	<p><b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:           <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement;</li> <li>d. loss of a third-party's keys or electronic pass cards; or</li> <li>e. the cover provided under <b>Additional covers</b>, Veterinary fees, Death or disappearance or Advertising and reward.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, <b>drone</b>, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to:           <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>; or</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any:           <ol style="list-style-type: none"> <li>a. <b>employee</b>; or</li> <li>b. person supplied by <b>you</b> to a client under contract which occurs anywhere other than at <b>your</b> premises.</li> </ol> </li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol>
Cyber incidents	<ol style="list-style-type: none"> <li>5. contributed to by, resulting from or in connection with any:           <ol style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> <li>b. <b>hacker</b>;</li> <li>c. <b>computer or digital technology error</b>;</li> <li>d. any fear or threat of 5.a. to 5.b. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.</li> </ol> </li> </ol>
Professional advice	<ol style="list-style-type: none"> <li>6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by <b>you</b> or on <b>your</b> behalf.</li> </ol>
Treatment or care	<ol style="list-style-type: none"> <li>7. the provision of or failure to provide any treatment, therapy or care of a:           <ol style="list-style-type: none"> <li>a. person, other than the provision of first aid in connection with <b>your business</b>; or</li> <li>b. customer's animal, other than:               <ol style="list-style-type: none"> <li>i. grooming, aromatherapy, reiki, crystal healing, Tellington TTouch, animal massage therapy; or</li> <li>ii. any other treatment, therapy or care agreed by <b>us</b> and endorsed on the schedule.</li> </ol> </li> </ol> </li> </ol>
Tour operator's liability	<ol style="list-style-type: none"> <li>8. any <b>business</b> activity where <b>you</b> are deemed in law to be liable, purely as a result of:</li> </ol>

	<ul style="list-style-type: none"> <li>a. the Package Travel and Linked Travel Arrangements Regulations 2018;</li> <li>b. any similar or successor legislation; or</li> <li>c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.</li> </ul>
Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</p> <p>10. <ul style="list-style-type: none"> <li>a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</li> <li>b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b>;</li> <li>c. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.</li> </ul> </p>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	13. the actions of any person supplied by <b>you</b> to a client under contract.
Contracts	14. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Terrorism, war or nuclear	<p>15. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> <li>a. <b>terrorism</b>;</li> <li>b. <b>war</b>;</li> <li>c. <b>nuclear risks</b>;</li> <li>d. any fear or threat of 15.a. to 15.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
Personal data	16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .
Asbestos	<p>17. <b>asbestos risks</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	<p>4. any claim brought against <b>you</b>:</p> <ul style="list-style-type: none"> <li>a. resulting from any work <b>you</b> undertake in any country outside the <b>geographical limits</b>; or</li> </ul>

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

Excess

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

## How much we will pay

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

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

### Special limits

Abuse or molestation

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

Products

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

Pollution

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

Claims brought against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**.

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against **you** and **your employees** during the **period of insurance**.

Loss of third-party keys

For claims arising from the loss of third-party keys, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Unauthorised use of third-party telephones by your employees

For claims arising from the unauthorised use of a third-party's telephone systems, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

### Additional cover

Veterinary fees

**We** will pay the reasonable costs, charged by a vet, up to the amount stated in the schedule for the total of all such claims.

Death or disappearance

For claims arising from the death or disappearance of **your** customer's animal the most **we** will pay is the amount stated in the schedule for the total of all such claims.

Advertising and reward

**We** will pay for advertising and reward costs following the disappearance of a customer's animal. The most **we** will pay for any one animal is the amount 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**:
    - a. immediately and in any event within seven days of:
      - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury or abuse or molestation**;
      - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
      - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
    - b. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **products** are defective.

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

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

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

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.
  2. When dealing with **your** client or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.
- Correcting problems
3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

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<b>Control of defence</b>	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name the investigation, settlement or defence of any or any part of a claim.</p> <p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any claim. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p>
Appointment of legal representation	<p><b>We</b> 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.</p>
Partially covered claims	<p><b>We</b> will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the claim, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p><b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p><b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b>, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of <b>control of defence</b> in this section of the <b>policy</b>, <b>General condition 14</b>, Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:</p>



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 and 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**.

## Employers' liability

### Policy wording

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

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#### Special definitions for this section

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

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#### What is covered

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





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:

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

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### What is not covered

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

- any claim or part of a claim or loss directly or indirectly due to:
  - any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
  - 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.
  - 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.
  - any **bodily injury** to any person supplied by **you** to a client under contract.
- 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.

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### How much we will pay

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

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

#### Special limits

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

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

### Additional cover

Court attendance compensation

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

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### Your obligations

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

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

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

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

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

If a problem arises

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

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

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

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

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

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

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### Control of defence

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

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### Compulsory insurance clause

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

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**Employers' liability tracing office**

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

**You** can find out more:

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

## 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 aggregate basis unless otherwise specified.

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### Special definitions for this section

<b>Advertising or branding</b>	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of <b>your</b> products or services that expressly fall within <b>your business activity</b> .
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>creation, handling, entry, modification or maintenance of; or</li> <li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>gain access to;</li> <li>extract information from;</li> <li>disrupt access to or the operation of; or</li> <li>cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li><b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>denial of service attack or distributed denial of service attack.</li> </ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li><b>computer or digital technology</b>; or</li> <li>data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.



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

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## What is covered

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

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

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

B.

Advertising claims

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

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

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

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

### Your own losses

Loss of documents

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

### Additional cover

Court attendance compensation

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

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## What is not covered

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



Discrimination and harassment	7. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Injury	8. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Land, animals and vehicles	9. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
Property damage	10. the loss, damage or destruction of any tangible property unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> . This clause does not apply to <b>your</b> own loss under the loss of documents cover in <b>What is covered</b> .
Negotiable instruments	11. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Computer or digital technology error	12. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b> .
Directors and officers' liability	13. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or a breach of any fiduciary duty, other than when performing a <b>business activity</b> for a <b>client</b> , or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
Product liability	14. any supply, manufacture, sale, installation or maintenance of any product.
Defamatory statements	15. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.
Deliberate, reckless or dishonest acts	16. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in <b>What is covered</b> , A. Claims against you, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	17. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Date recognition	18. <b>date recognition</b> .
War, terrorism and nuclear	19. or contributed to by, resulting from or in connection with any: a. <b>terrorism</b> ; b. <b>war</b> ; c. <b>nuclear risks</b> ; d. fear or threat of 19.a. to 19.c above; or e. any action taken in controlling preventing, suppressing, responding or in any way relating to 19.a. to 19.d. above.  If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 19.a. above, it will be for <b>you</b> to show that the clause does not apply.
Asbestos	20. <b>asbestos risks</b> .
Contractual liability	21. any liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Employees	22. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Supplied personnel	23. the work of any personnel supplied by <b>you</b> to a <b>client</b> , unless <b>you</b> have breached a duty of care in supplying them.
Patent/trade secret	24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Infrastructure failure	25. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or

	other infrastructure provider.
Trademarks and false advertising	<p>26. any actual or alleged:</p> <p>a. act of passing-off, unauthorised use of another's trademark, name or logo; or</p> <p>b. false or misleading advertising</p> <p>in relation to <b>your advertising or branding</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any <b>client</b> , account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the <b>applicable courts</b> . This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .
Personal data claims	<p>7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b>.</p> <p>However, this does not apply to any covered claim or part of a covered claim made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 6. Cyber incidents</b> above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.</p>

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## How much we will pay

The most **we** will pay for the total of all claims, their **defence costs**, and losses is the overall limit of indemnity stated in the schedule, irrespective of the number of claims or losses, unless limited below or in the schedule. **You** must pay the relevant **excess** stated in the schedule.

### 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.

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

#### Paying out the limit of indemnity

At any stage of a claim, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit, including payments in relation to other claims. **We** will then have no further liability for that claim or its **defence costs**.

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## Your obligations

#### If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of the following promptly and 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:



- a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** 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;
  - b. any claim or threatened claim against **you**;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;
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.

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<b>Control of defence</b>	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name the investigation, settlement or defence of any or any part of a claim.</p> <p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any claim. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p>
Appointment of legal representation	<p><b>We</b> 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.</p>
Partially covered claims	<p><b>We</b> will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the claim, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p><b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p><b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b>, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of <b>control of defence</b> in this section of the <b>policy</b>, <b>General condition 14</b>, Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on <b>you</b> and <b>us</b> in relation to matters referred under this clause. The costs of such opinion shall be met by <b>us</b>.</p>

## Property definitions

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### Special definitions for all property sections

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

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

<b>Equipment</b>	Items belonging to <b>you</b> or for which <b>you</b> are legally responsible and which are hydraulic, mechanical, or electronic in their method of operation. <b>Computers</b> are not included in this definition.
<b>First loss limit</b>	Any <b>amount insured</b> stated in the relevant section of <b>your</b> schedule as a first loss limit, where, with <b>our</b> consent, <b>you</b> have selected a limit that is less than the <b>declared amount</b> .
<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
<b>Handheld devices</b>	Handheld electronic devices used in connection with <b>your activities</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"> <li>1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories;</li> <li>2. laptops, tablets, PDAs and wearable technology; and</li> <li>3. cameras and photographic equipment.</li> </ol>
<b>Insured premises</b>	The space <b>you</b> occupy at the premises stated in <b>your</b> schedule. This includes any outbuildings and annexes <b>you</b> occupy on the same premises.
<b>Money</b>	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to <b>you</b> .
<b>Personal effects</b>	Articles worn, used or carried about the person which belong to <b>your</b> partners, directors, trustees, committee members, employees, volunteers or visitors for which such persons are legally responsible.
<b>Property</b>	Tangible property.
<b>Prototype</b>	A sample or model built to test a concept or process.
<b>Reconstitution of data</b>	Reconstitution of the data <b>you</b> need to continue <b>your activities</b> , if <b>your</b> electronic records and electronic data have been lost or distorted.
<b>Software</b>	<b>Programs</b> which run <b>your computers</b> , including both <b>your</b> own operating <b>programs</b> and application <b>programs</b> used in the course of <b>your activities</b> .
<b>Specified insured premises</b>	Any <b>insured premises</b> within the <b>United Kingdom</b> .
<b>Specified or unspecified premises</b>	Any <b>specified insured premises</b> or <b>unspecified insured premises</b> .
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal or any other non-combustible material.
<b>Stock</b>	Consumable goods, merchandise goods, samples, partially finished goods awaiting completion and goods held in trust, including customers' goods for which <b>you</b> are legally responsible.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Subsidence</b>	<ol style="list-style-type: none"> <li>1. The downward movement of the ground beneath the <b>insured premises</b>;</li> <li>2. landslip, which is the sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time; or</li> <li>3. heave, which is the upward movement of the ground beneath the <b>insured premises</b> as a result of the expansion or swelling of the subsoil.</li> </ol>



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.

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#### What is covered

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

- 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. <b>We</b> will pay the necessary and reasonable additional costs and expenses <b>you</b> incur with <b>our</b> consent to decontaminate the land at the <b>insured premises</b> as a result of accidental discharge during the <b>period of insurance</b> of oil from any storage tank, heating appliance or connected pipework located at the <b>insured premises</b> , other than where resulting from <b>breakdown</b> .
Trace and access	7. <b>We</b> will pay for the necessary and reasonable costs <b>you</b> incur with <b>our</b> consent to locate any <b>damage</b> to cables, underground pipes and drains or the source of a gas or oil leak, or of any escape of water from permanent internal plumbing, where the <b>damage</b> , leakage or escape first occurs at the <b>insured premises</b> during the <b>period of insurance</b> . <b>We</b> will also pay the cost to make good any <b>damage</b> caused as a consequence of locating the <b>damage</b> or source of leakage or escape.
Solar panels	8. <b>We</b> will pay for the loss of the feed-in tariff and export tariff <b>you</b> would have received, together with any increase in the cost of <b>your</b> electricity bill arising as a direct consequence of <b>damage</b> occurring during the <b>period of insurance</b> to solar panels or other renewable energy generating equipment installed at the <b>insured premises</b> .  <b>We</b> will only pay in respect of loss arising in the six-month period beginning on the date of the <b>damage</b> or until such time as the items are either repaired or replaced, whichever occurs sooner.
Removal of debris	9. <b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur to: <ul style="list-style-type: none"> <li>a. clear debris of <b>buildings</b> from the <b>insured premises</b> or the area immediately adjacent; and</li> <li>b. clear, clean and repair drains, gutters and sewers on the <b>insured premises</b> which are damaged or blocked;</li> </ul> <p>arising as a direct result of <b>damage</b> covered under this section.</p>

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## 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**.

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## Special conditions

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

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## How much we will pay

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



**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><b>You</b> must ensure that all fire alarms, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>insured premises</b> is left unattended, unless <b>you</b> have already advised <b>us</b> that a system is not working properly.</p> <p><b>You</b> must also advise <b>us</b> as soon as <b>you</b> become aware, if for any reason, any fire protection system, security system or other physical protection installed at the <b>insured premises</b> is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b>.</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 <b>you</b>.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Open fires and wood burners	<p>In respect of any open fires, wood burners, pellet stoves or biomass boilers or heaters at the <b>insured premises</b>, <b>you</b> must ensure that:</p> <ol style="list-style-type: none"><li>1. all chimneys and flues are professionally cleaned at least annually; and</li><li>2. a written record of the cleaning is retained by <b>you</b>.</li></ol> <p><b>We</b> will not make any payment for <b>damage</b> caused by fire or smoke occurring while <b>you</b> are not in compliance with this condition, unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Unoccupied buildings	<p><b>You</b> must tell <b>us</b> immediately if the <b>buildings</b>, including any part capable of being separately let, will be left <b>unoccupied</b>.</p> <p><b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p> <p>If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment for <b>damage</b> occurring while the <b>buildings</b> are <b>unoccupied</b>.</p>
Electrical installation	<p><b>You</b> must ensure that an electrical installation condition survey is carried out at the <b>insured premises</b> 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. <b>You</b> 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><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Cleaning and use of extraction ducting	<p>In respect of any extraction ducting and related equipment at the <b>insured premises</b>, <b>you</b> must ensure that all:</p> <ol style="list-style-type: none"><li>1. extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and</li><li>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 <b>you</b>.</li></ol> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>

## 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.

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### Special definitions for this section

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

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### What is covered

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

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

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## 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**.

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## 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**.

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## 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

**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**.

Backing-up electronic data

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

Hiring in equipment

When hiring in **property**, **you** must complete and record an inventory check and inspect all 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.

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

Protections

**You** must 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**.

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**.

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

Unoccupancy

**You** must tell **us** immediately if the **insured premises**, including any 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 – 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.

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### Special definitions for this section

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

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;
  
- Home workers
  - i. **insured damage** occurring at the main residence in the **United Kingdom** of a **home worker**;
  
- 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

– buildings, Property – contents, Property – away and in transit or other Property section of this **policy**;

Telecommunications and internet service providers

- k. **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 telecommunications, internet or cloud services 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 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**;

Public authority

- l. a part of an **insured premises** being unusable for the purposes of **your activities** by **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** caused by:
    - 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

- m. **insured breakdown**;

Outstanding debts

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:
  - 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.l. 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**.

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## 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 <b>fees</b> , the difference between <b>your</b> actual <b>fees</b> during the <b>indemnity period</b> and the <b>fees</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your fees</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your fees</b> during the <b>indemnity period</b> . <b>We</b> will also pay for <b>increased costs of working</b> within and not in addition to the <b>amount insured</b> for loss of <b>fees</b> stated in the Property – business interruption section of <b>your</b> schedule.
Flexible business interruption cover	If the Property – business interruption section of <b>your</b> schedule states <b>you</b> are covered on a <b>flexible business interruption cover</b> basis, the <b>amount insured</b> stated in <b>your</b> schedule applies to the total of <b>your</b> loss of <b>income</b> , loss of <b>gross profit</b> , <b>increased costs of working</b> , <b>additional increased costs of working</b> , <b>additional research expenditure</b> and outstanding debts combined.
Value added tax	If <b>you</b> are accountable to the tax authorities for Value Added Tax, the amount <b>we</b> pay will be exclusive of such tax.
Accountant's charges	<b>We</b> will also pay for the necessary and reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information which <b>we</b> request or require in support of <b>your</b> claim under this section. <b>We</b> will not pay for any other charges <b>you</b> incur in presenting or assessing any loss or claim under this section.
Business trends	To reflect the trends in your <b>income</b> or <b>gross profit</b> or <b>fees</b> , <b>we</b> will adjust the amount <b>we</b> pay so that it puts <b>you</b> in the same position that <b>you</b> would have been in had the interruption to <b>your activities</b> not occurred.  In respect of <b>What is covered</b> 1.c. Non-damage denial of access, 1.d. Bomb threat and 1.l. Public authority, <b>we</b> will not make any payment in respect of any unwillingness of any customer or client of <b>yours</b> to purchase <b>your</b> goods or services where <b>restrictions</b> have not been or are no longer imposed.
Business trends uplift	If the Property – business interruption section of <b>your</b> schedule states that a percentage uplift for business trends applies, the <b>amount insured</b> will be increased accordingly to reflect any special circumstances or business trends affecting <b>your activities</b> during the <b>period of insurance</b> or during the <b>indemnity period</b> . For this uplift to apply, these circumstances or trends must have been reasonably unforeseeable by <b>you</b> when <b>you</b> provided <b>us</b> with the <b>declared amount</b> at the beginning of the <b>period of insurance</b> .  <b>We</b> will determine the amount of any increase in order to put <b>you</b> in the same position that <b>you</b> would have been in had the interruption to <b>your activities</b> not occurred.
Under insurance (if you have been carrying out your activities for less than 12 months)	At the beginning of each <b>period of insurance</b> , <b>you</b> must declare to <b>us</b> an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> for the next 12 months.  In the event of any claim under this section, if <b>you</b> have been carrying out <b>your activities</b> for less than 12 months and if <b>we</b> establish that: <ol style="list-style-type: none"><li>1. the <b>annualised amount insured</b>, or</li><li>2. where <b>you</b> are covered on a <b>first loss limit</b> basis, the <b>annualised declared amount</b>, is less than 85% of <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> or <b>your</b> actual <b>fees</b> during the period that <b>you</b> have been carrying out <b>your activities</b>, <b>we</b> will reduce the amount <b>we</b> pay. When making this calculation, <b>we</b> will pro-rata the <b>annualised amount insured</b> or the <b>annualised declared amount</b> to reflect the period that <b>you</b> have been carrying out <b>your activities</b>.  The reduction <b>we</b> will make will be in the proportion that the premium for this section of the <b>policy</b> <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if it had been based on <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> or <b>your</b> actual <b>fees</b>.  The remedy described above will apply if <b>your</b> failure to declare an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> was not deliberate or reckless and this remedy may apply in addition to General condition 2.b.i. and ii.  If <b>your</b> failure to declare an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> was deliberate or reckless, the remedy under General condition 2.a. will apply at <b>our</b> discretion.</li></ol>
Under insurance	At the beginning of each <b>period of insurance</b> , <b>you</b> must declare to <b>us</b> an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> 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**.

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

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## Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> or circumstance which might cause an interruption to <b>your activities</b> .
Property insurance	Where the <b>damage</b> involves <b>property</b> <b>you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<p><b>You</b> must keep a record of all amounts owed to <b>you</b>. <b>You</b> must keep a copy of the record away from an <b>insured premises</b> and provide copies to <b>us</b> promptly on request. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p> <p>In the event of a claim under <b>What is covered</b>, 2. Outstanding debts, <b>you</b> must provide <b>us</b> with all information <b>we</b> may reasonably require to assist in evidencing <b>your</b> outstanding debts. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>

## Property – 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.

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### Special definitions for this section

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

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### What is covered

Damage to insured property used by you	<b>We</b> will insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> at any location stated in <b>your</b> schedule. This includes <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> while <b>in transit</b> but not <b>damage</b> to <b>insured property</b> while hired out.
Damage to insured property while hired out	If stated in <b>your</b> schedule, <b>we</b> will also insure <b>you</b> against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b> while hired out.
<b>Additional cover</b>	The following cover is also provided up to the amount stated in <b>your</b> schedule:
Reconstitution of data and documents	<ol style="list-style-type: none"><li>1. <b>We</b> will pay the necessary and reasonable costs of:<ol style="list-style-type: none"><li>a. <b>reconstitution of data</b>; and</li></ol></li></ol>

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

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## 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**.

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## 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**.

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## 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**:

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**:

1. in the **United Kingdom**;
2. in the European Union; and
3. anywhere in the world.



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

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## Your obligations

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





If **you** do not tell **us**, **we** will not make any payment for **damage** 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.

## 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.

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#### 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.

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#### 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.

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## 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.

## Personal accident

### Policy wording

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

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

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### Special definitions for this section

<b>Absence period</b>	The time period commencing from the first date of disablement or <b>compassionate leave</b> and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.
<b>Accidental bodily injury</b>	An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b> and which results in the <b>insured person's</b> death, <b>permanent disablement</b> or <b>temporary disablement</b> , within 24 calendar months of the date of the event.
<b>Active time</b>	The time period stated in the schedule as the 'active time', being the time when the <b>insured person</b> is covered for <b>accidental bodily injury</b> under this section.
<b>Capital benefit</b>	The amount stated as the 'capital benefit amount' in the schedule <b>we</b> will pay <b>you</b> following each incident of <b>permanent disablement</b> or death of an <b>insured person</b> .
<b>Compassionate leave</b>	Discretionary leave granted by <b>you</b> to an <b>insured person</b> following: <ol style="list-style-type: none"><li>1. death;</li><li>2. admittance to a hospital intensive care unit; or</li><li>3. admittance to hospital for treatment of a terminal condition or cancer;</li></ol> of any parent, spouse, partner or child of such <b>insured person</b> during the <b>period of insurance</b> , provided that such death or admittance to hospital could not reasonably have been foreseen by the <b>insured person</b> at <b>inception</b> .
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"><li>1. creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li></ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"><li>1. gain access to;</li><li>2. extract information from;</li><li>3. disrupt access to or the operation of; or</li><li>4. cause damage to:</li></ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"><li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li></ol>

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

<b>Counselling expenses</b>	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for <b>permanent disablement</b> of an <b>insured person</b> under this section.
<b>Funeral expenses</b>	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an <b>insured person's</b> death arising directly from <b>accidental bodily injury</b> . This includes repatriation expenses.
<b>Hacker</b>	Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Inception</b>	Start date of the <b>period of insurance</b> as stated in the schedule.
<b>Illness</b>	Disablement due to illness, sickness or disease which first manifests itself during the <b>period of insurance</b> and which results in the <b>insured person's temporary disablement</b> .
<b>Insured person</b>	Any person stated in the schedule, provided that such person is: <ol style="list-style-type: none"> <li>1. aged between 16 and 70 years old at <b>inception</b>;</li> <li>2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and</li> <li>3. currently employed by <b>you</b> but not supplied by <b>you</b> to a client under contract, unless otherwise stated in the schedule.</li> </ol>
<b>Loss of sight</b>	Total loss of sight in an eye.
<b>Loss of hearing</b>	Total loss of hearing in an ear.
<b>Loss of limb</b>	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
<b>Loss of speech</b>	Total loss of speech.
<b>Medical expenses</b>	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for <b>accidental bodily injury</b> under this section. <b>Physiotherapy treatment expenses</b> are not included within this definition.
<b>Minimum absence period</b>	The time period stated in the schedule as the 'minimum absence period', being the minimum period for which <b>temporary disablement</b> must be suffered in order for <b>weekly benefits</b> to be paid under this section. This period does not apply to <b>compassionate leave</b> .
<b>Permanent disablement</b>	<ol style="list-style-type: none"> <li>1. <b>Loss of sight, loss of hearing, loss of limb or loss of speech</b>; or</li> <li>2. any disablement which entirely prevents the <b>insured person</b> from attending to any business or occupation for which the <b>insured person</b> is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.</li> </ol>
<b>Physiotherapy treatment expenses</b>	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for <b>accidental bodily injury</b> under this section.
<b>Recruitment expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the recruitment and selection process for the replacement of an <b>insured person</b> in connection with a valid claim for the death or <b>permanent disablement</b> of that <b>insured person</b> under this section.
<b>Retraining expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the retraining of an <b>insured person</b> for an alternative occupation in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.



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

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## What is covered

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

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## What is not covered

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

- d. any combat sport including, but not limited to, boxing, wrestling or martial arts;
  - e. armed forces activities including operations, exercises or training; or
  - f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.
- Excluded countries
- 2. any **accidental bodily injury** occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.
- Other exclusions
- 3. any **accidental bodily injury** or **illness** directly or indirectly arising out of or contributed to by:
    - a. any:
      - i. emotional or psychiatric disorder or condition; or
      - ii. mental anguish or distress;
    - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
    - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
    - d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
    - e. any criminal act:
      - i. by the **insured person**; or
      - ii. by **you** or on **your** behalf;
    - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
    - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**.
    - h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
    - i. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or
    - j. **asbestos risks**;
- Cyber incidents
- 4. any **accidental bodily injury** or **illness** directly or indirectly arising out of or contributed to by any:
    - a. **cyber attack**;
    - b. **hacker**;
    - c. **computer or digital technology error**;
    - d. any fear or threat of 4.a. to 4.b. above; or
    - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.d. above.
- War, nuclear or terrorism
- 5. contributed to by, resulting from or in connection with any:
    - a. **terrorism**;
    - b. **war**;
    - c. **nuclear risks**;
    - d. any fear or threat of 5.a. to 5.c. above; or
    - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.

## How much we will pay

Permanent disablement and death	<b>We will pay you the capital benefit</b> shown in the schedule for <b>permanent disablement</b> or death of each <b>insured person</b> . Only one <b>capital benefit</b> shall be payable for each <b>insured person</b> in respect of the consequences of any one <b>accidental bodily injury</b> .
Temporary disablement	For <b>temporary disablement</b> , we will pay you the <b>weekly benefit</b> shown in the schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ol style="list-style-type: none"> <li>1. the <b>insured person</b> no longer suffering from the <b>temporary disablement</b>;</li> <li>2. the <b>insured person</b> suffering <b>permanent disablement</b>;</li> <li>3. the <b>insured person</b> no longer being employed by you;</li> <li>4. the end of the <b>absence period</b>,</li> </ol> for each <b>insured person</b> in respect of the consequences of any one <b>illness</b> or <b>accidental bodily injury</b> .
Compassionate leave	For <b>compassionate leave</b> , we will pay you up to the <b>weekly benefit</b> shown in the schedule from the date of the <b>insured person's</b> first absence from work until the earlier of: <ol style="list-style-type: none"> <li>1. the <b>insured person</b> returning from <b>compassionate leave</b>;</li> <li>2. the <b>insured person</b> no longer being employed by you; or</li> <li>3. two weeks from the commencement of the <b>compassionate leave</b>,</li> </ol> for each <b>insured person</b> . However, we will not pay more than the <b>insured person's weekly salary</b> and we will not pay for more than one <b>compassionate leave</b> for each <b>insured person</b> in any one <b>period of insurance</b> .
Total event limit	The most we will pay in total for all benefits and expenses in respect of all <b>insured persons</b> injured in any one event is the total event limit shown in the schedule.
<b>Additional cover</b>	The following are also included within, and not in addition to, the total event limit shown in the schedule:
Medical expenses	<b>We will also pay you medical expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> for each <b>insured person</b> .
Physiotherapy treatment expenses	<b>We will also pay you physiotherapy treatment expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> for each <b>insured person</b> .
Counselling expenses	<b>We will also pay you counselling expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Funeral expenses	<b>We will also pay you funeral expenses</b> , up to the amount shown in the schedule, for each <b>insured person</b> .
Retraining expenses	<b>We will also pay you retraining expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Workplace alteration expenses	<b>We will also pay you workplace alteration expenses</b> , up to the amount shown in the schedule, incurred in connection with each <b>accidental bodily injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Recruitment expenses	<b>We will also pay you recruitment expenses</b> , up to the amount shown in the schedule, incurred in connection with an <b>accidental bodily injury</b> resulting in death or <b>permanent disablement</b> for each <b>insured person</b> .



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## Your obligations

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

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

## Legal protection

### Policy wording

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

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

Registered in England and Wales, Company Number 103274.

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

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

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

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## How can DAS help

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

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

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

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

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

Online law guide and document drafting

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

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

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## Reporting a claim

Important information

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

Report **your** claim

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

**DAS** will assess the claim

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

The lawyer will

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

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

Manage the case from start to finish.

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

## Cover

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

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

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

## Special definitions for this section

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

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

**Employer compliance dispute**

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

**Insured person**

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

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

**Preferred law firm**

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

**Reasonable prospects**

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

**Tax enquiry**

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

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

**Territorial limit**

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

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

For all other insured incidents:

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

**VAT dispute**

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

**Insured incidents  
DAS will cover**

**1. Employment disputes  
and compensation awards**

a. Employment disputes

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

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

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

**What is not covered**

A claim relating to any of the following:

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

b. Compensation awards

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

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

Provided that:

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

**What is not covered**

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

employees under the National Minimum Wage legislation.

4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Employee civil legal defence

At **your** request only, **costs and expenses** to defend an **insured person's** (other than **your**) legal rights if:

1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
2. civil action is being taken against them as trustee of a pension fund set up for the benefit of **your** employees.

d. Service occupancy

**Costs and expenses** to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employees or ex-employees.

**What is not covered**

Any claim relating to defending **your** legal rights other than defending a counter-claim that is an insured incident under this section of **your policy**.

**2. Legal defence**

At **your** request, **costs and expenses** to defend the **insured person's** legal rights:

Criminal pre-proceedings cover

1. a. prior to the issue of legal proceedings when dealing with the:
  - i. police; or
  - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer;

where it is alleged that the **insured person** has or may have committed a criminal offence; or

Criminal prosecution defence

- b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction;

provided that for claims relating to the Health and Safety at Work etc Act 1974, the **territorial limit** shall be any place where the Act applies.

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

Data protection

2. if civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
  - a. an individual. **DAS** will also pay any compensation award in respect of such a claim;
  - b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **DAS** will not pay any compensation award in respect of such a claim.

Provided that in respect of **2.a.** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **DAS**.

Please note **DAS** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **What is not covered by this section, 3.**

Wrongful arrest

3. following civil action taken against the **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

Statutory notice appeals

4. in appealing against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

Jury service and court attendance

**DAS** will pay **you** or an **insured person** the net salary or wages of such an **insured person** following their absence from work:

- a. to perform jury service;

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

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

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

### What is not covered

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

### 3. Property protection

Property damage and nuisance and trespass

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

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

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

### What is not covered

Any claim relating to the following:

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

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

#### 4. Personal injury

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

#### What is not covered

Any claim relating to the following:

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

#### 5. Tax protection

**Costs and expenses** for:

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

provided that:

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

#### What is not covered

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

#### 6. Contract disputes

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

Provided that:

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

#### What is not covered

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



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

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

## 7. Debt recovery

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

provided that:

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

## What is not covered

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

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

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### What is not covered by this section

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

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### How much DAS will pay

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

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

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

**DAS** will not pay:

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

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**Conditions which apply to the whole section**

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

- b. If **you** or an **insured person** do not accept a reasonable offer to settle a claim, then **DAS** will not pay further **costs and expenses**;
- c. **DAS** may decide to pay **you** or an **insured person** the reasonable value of the claim that **you** or the **insured person** are claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances **you** or the **insured person** must allow **DAS** to take over and pursue or settle a claim in **your/their** name. **You** and **insured persons** must allow **DAS** to pursue at **DAS'** own expense and for **DAS'** benefit, any claim for compensation against any other person and **you** and **insured persons** must give **DAS** all the information and help **DAS** need to do so.
4.
  - a. **You** or an **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this;
  - b. **You** or an **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for **you** or an **insured person** with good reason or if **you** or an **insured person** dismiss the **appointed representative** without good reason, the cover that **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
6.
  - a. If **you** or an **insured person** settle a claim or withdraw **your/their** claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** that they have paid.
  - b. If during the course of a claim **reasonable prospects** no longer exist, then the cover that **DAS** provide will end at once. **DAS** will pay any **costs and expenses** and compensation awards that **DAS** have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement between **you** or an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest that **you** or the **insured person** obtain at **your/their** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you/the insured person** and **DAS**. Subject to this, **DAS** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** or the **insured person** will recover damages or obtain any other legal remedy that **DAS** have agreed to or make a successful defence. This does not affect the **insured person's** rights under Condition 8.
8. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details are available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
 If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
9. **You** and **insured persons** must:
  - a. keep to the terms and conditions of this section of the **policy**;
  - b. take reasonable steps to avoid and prevent claims;
  - c. take reasonable steps to avoid incurring unnecessary costs;
  - d. send everything **DAS** ask for in writing, and
  - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information that **DAS** need.
10. This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered.  
 If this is not specified, then the laws of England and Wales apply.

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

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## Helpline services

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

### Commercial legal advice

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

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

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

### Tax advice

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

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

### Counselling service

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

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

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

### The employment manual

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

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

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

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## DAS Businesslaw

### What is DAS Businesslaw?

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

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

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

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



help build and grow **your business**.

How do I get started?

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

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

**Data protection**

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

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

**Who are DAS?**

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

**How DAS will use your information**

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

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

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

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

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

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

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

**What are your rights?**

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

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

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

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

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

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

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

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

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

The Information Commissioner can be contacted at:

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

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

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

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

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

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

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

You can contact them by:

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

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

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

## Crisis containment

### Policy wording

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

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#### Special definitions for this section

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

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#### What is covered

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

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#### What is not covered

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

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



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## How much we will pay

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

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

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## Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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