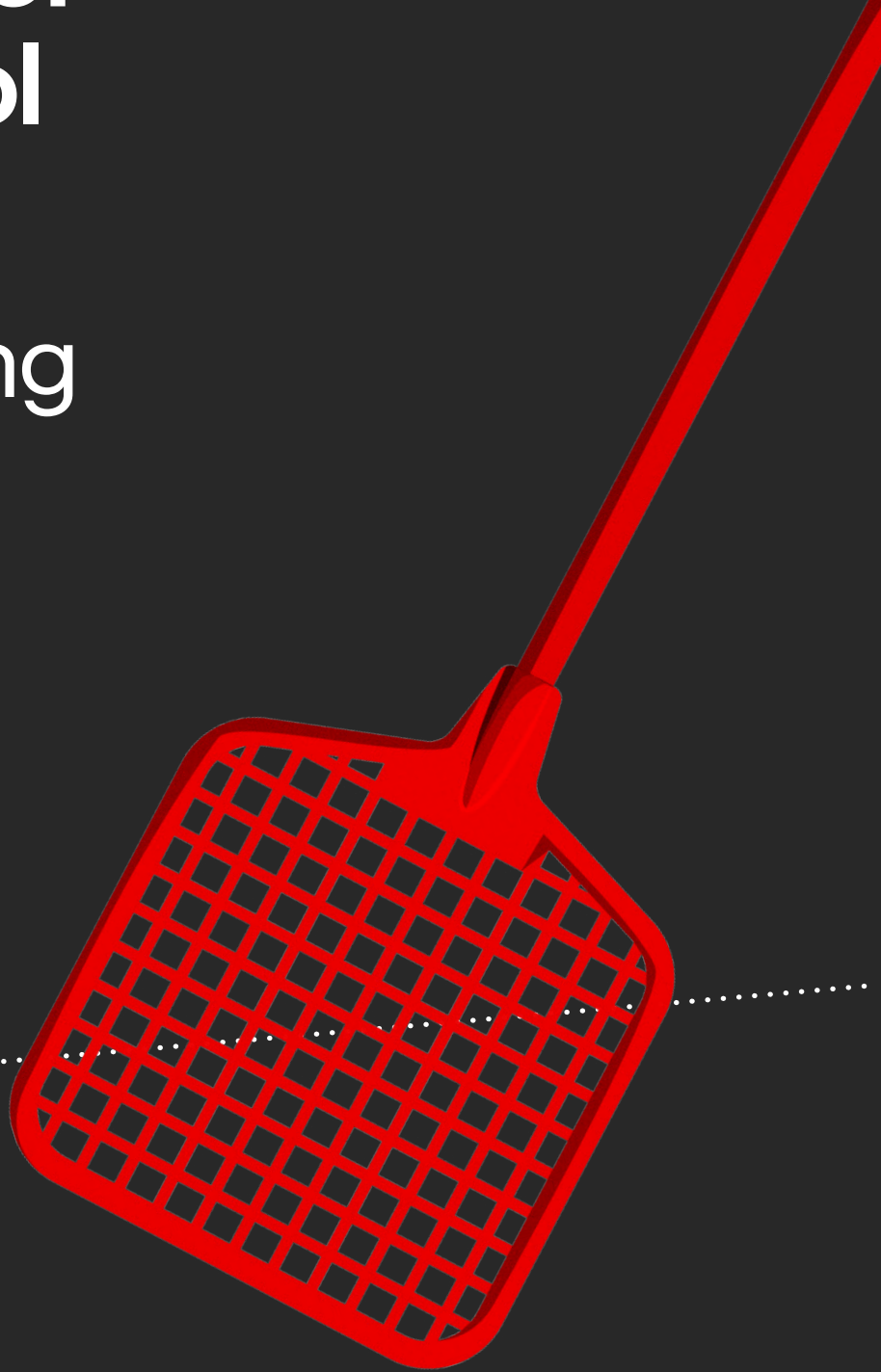


Insurance for Pest Control

Policy wording





Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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

Ben Horton

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

Complaints procedure

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

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

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

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:
Financial Ombudsman Service
Exchange Tower
London E14 9SR

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

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

Website: www.financial-ombudsman.org.uk

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

General terms and conditions

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

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

Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; 3. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in your schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named in the schedule.

General conditions

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

Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If we establish that you deliberately or recklessly failed to: i. notify us of a change of circumstances which may materially affect the policy ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid. b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us , as follows: i. if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any

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

Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	<p>7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium:</p> <ul style="list-style-type: none"> a. under £20; or b. if we have accepted any notification of any claim, potential claim or loss before the cancellation takes effect. <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple insureds	<p>8. The most we will pay is the relevant amount shown in your schedule.</p> <p>If more than one insured is named in your schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in your schedule, or if there is more than one insured named in your schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	9. Where a section of this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under that section of your policy during the period of insurance .
Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
Non-admitted	15. This policy is negotiated and made in the United Kingdom between you and us . We are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. You acknowledge that no solicitation for the policy has been made by us outside of the United Kingdom, that unless otherwise agreed in writing the policy is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. You acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which we have informed you that we are authorised to conduct insurance business, will be paid by you directly to the appropriate authority.

Several liability

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

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

Sanctions

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

General claims conditions

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

Your obligations

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

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

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

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

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

General exclusions

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

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

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

Public and products liability (Pest Control)

Policy wording

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

Special definitions for this section

Abuse or molestation	<ol style="list-style-type: none"> Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment; sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy; discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or any other act of a sexual nature or undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the Abuse or molestation cover section of your schedule.
Activities	<p>Any activities you have declared to us and which are stated in the Business field of your schedule.</p> <p>The following are also included where they are incidental to such activities:</p> <ol style="list-style-type: none"> the use of <ol style="list-style-type: none"> bangers; scare crows; or airguns, shotguns and rifles; litter picking; the maintenance of property or premises owned or occupied by you; the provision or management of: <ol style="list-style-type: none"> canteen, social, sports, education or welfare organisations; or first aid or security services, for the benefit of your employees; and attendance at conferences and promotional events within the geographical limits which directly relate to your activities.
Bodily injury	Death, or any bodily injury, illness, disease or mental injury.
Client money	Coins, bank and currency notes, crossed cheques, crossed warrants, crossed postal orders, credit and debit card sales vouchers, Value Added Tax (VAT) purchase invoices and valuables all belonging to your clients and for which you are responsible.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	<p>Nuisance, trespass or interference with any legal right:</p> <ol style="list-style-type: none"> to access or use land or water; or of air or light.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.
Employee	<p>Any person working for you in connection with your activities who is:</p> <ol style="list-style-type: none"> employed by you under a contract of service or apprenticeship; hired to or borrowed by you; self-employed or working on a labour-only basis under your control or supervision;

4. engaged by labour-only sub-contractors;
5. a labour master or a person supplied by them;
6. engaged under a work experience or training scheme; or
7. a voluntary worker engaged with **your** permission.

Financial loss	A pecuniary loss suffered by any party other than you or any employee and not caused by bodily injury or property damage .
Inefficacy	The failure of any of your products to perform the function or serve the purpose for which it was intended.
Personal injury	<ol style="list-style-type: none"> 1. False arrest, detention or imprisonment; 2. malicious prosecution; or 3. wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods which are: <ol style="list-style-type: none"> 1. sold, supplied, distributed, manufactured, constructed, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you; and 2. not in your care, custody or control at the time of any occurrence giving rise to a claim under this section of your policy.
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Valuables	Precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones, bullion, clocks, watches, photographic equipment, binoculars, telescopes, pictures and other works of art, rare and unusual figurines and ornaments, collections of stamps, coins or medals.
You/your	The insured named in your schedule. This also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none"> 1. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or 2. personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation, including your liability for any claimants' legal costs and expenses. This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of your activities, 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.</p> <p>However, we will not in any event provide cover:</p>

1. in respect of any allegation of slavery or people trafficking; or
2. 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, domestic or civil partner 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, and which is incurred in a personal capacity while temporarily outside the **United Kingdom**. However, **we** will not make any payment where such liability:

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

Claims against principals

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

1. named third party as stated in the Public and products liability section of **your** schedule; or
2. other third party with whom **you** have entered into a contract or agreement in connection with **your activities**,

and **you** would have been liable for that claim had it been brought against **you**, **we** will treat such claim as if it had been made against **you** and make the same payment to the party stated in 1. or 2. above which **we** would have made to **you**, provided that the party stated in 1. or 2. above:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the defence and settlement of the claim in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in **your** 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 **your** schedule.

Loss of third party keys

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

Failure to secure third party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third party where **you** have been carrying out **your activities**, and that party brings a claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **you** have taken reasonable steps to secure the premises as required by that third party.

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

Unauthorised use of third party telephones by your employees

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

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

Defective Premises Act

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

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

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

1. liability where **you** are entitled to cover under any other insurance; or
2. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Disposal of Trade Waste

We will indemnify **you** for legal liability arising from the disposal during the **period of insurance** of trade waste, including cleaning chemicals, pesticides and washroom waste.

You must ensure that all waste is disposed of in accordance with regulations and codes of practice endorsed as appropriate by the Pesticide Safety Directorate (PSD), DEFRA and the Environment Agency.

We will not cover any liability arising from:

- a. sorting of waste on **your** own premises;
- b. the disposal of asbestos or asbestos contaminated waste; or
- c. fly tipping.

Contingent Motor Liability

If any party brings a claim against **you** for **bodily injury** or **property damage** occurring during the **period of insurance** which directly arises from the use of any mechanically propelled vehicle or any attached trailer for **your activities** within the **United Kingdom**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**;
 - ii. loaned, leased, hired or rented to **you**;
 - iii. provided by **you**; or
 - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by any person who to **your** knowledge or that of **your** representatives does not hold appropriate insurance or a valid licence to drive the vehicle; or
- d. insured under another insurance policy.

Loss of Custom

If, during the **period of insurance** as a result of **your activities**, a third party that is a **your** client loses custom, practice or trade following **bodily injury** or **property damage** caused by the supply or use of a **product**, **we** will pay the sums **you** have to pay as compensation to such third party.

Incorrect product application

If, during the **period of insurance** as a result of the incorrect application of cleaning or pest control products during **your activities**, a third party claims against **you** for damage to their buildings or contents, **we** will pay the sums **you** have to pay as compensation to such third party.

Temporary removal of customer's property

If, during the **period of insurance** and as a result of **your activities**, a third party claims against **you** for **property damage** to their buildings or to property in **your** custody or control whilst taken off site for the sole purpose of treatment, cleaning, repair or renovation in connection with **your business**, **we** will pay the sums **you** have to pay as compensation to such third party.

Financial loss

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

- a. accidental:
 - i. escape or discharge of any substance or gas from any premises owned or occupied by **you**;
 - ii. stoppage or interference with pedestrian, rail, air, vehicular or waterborne traffic; or

- iii. obstruction, loss of amenities, trespass, nuisance or similar cause.
- b. such other occurrence that is not a deliberate or intentional act by or omission of any party entitled to cover by this policy the effect of which will knowingly result in **financial loss**.

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

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

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

Additional cover

Representation costs At **your** request, **we** will pay **your** reasonable costs to:

- 1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
- 2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and
- 3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim;
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing a claim under this section.

Court attendance compensation

If **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 compensation stated in **your** schedule for each day, or part of a day, that their attendance is required by **us**.

Fidelity bonding

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

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

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

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

We will not make any payment for:

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

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**.

Property for which you are responsible

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
 1. **property damage** to any item belonging to **you** or which at the time of the loss, damage or destruction is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - b. premises, including their contents, fixtures and fittings, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises, including their contents, fixtures and fittings, which are rented to **you**, unless **you** are obliged by lease or other agreement to maintain property insurance cover in respect of these;
 - d. property belonging to **your** clients or customers, provided that the loss or damage to such property occurs while it is in the process of being installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**; or
 - e. loss of a third party's keys or electronic pass cards.

Vehicles and craft

2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters), electric or motorised scooter or cycle, hoverboard or any mechanically propelled vehicle or its trailer.

This does not apply to:

	<ul style="list-style-type: none"> a. the Package Travel and Linked Travel Arrangements Regulations 2018; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
Product recall	12. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
Your products	13. any products : <ul style="list-style-type: none"> a. classed as aircraft, drones, missiles, spacecraft or any other aerial device, including any associated ground support or control equipment; b. installed in aircraft, drones, missiles, spacecraft or any other aerial device, or which are used in connection with such items; c. used as tooling in the manufacture of aircraft, drones, missiles, spacecraft or any other aerial device, including ground-handling tools and equipment; d. <ul style="list-style-type: none"> i. classed as; or ii. designed for use in and which affect the driving or riding capabilities of, any vehicle, scooter or cycle where such item has an integral source of power to enable movement or operation; e. designed for medical purposes and which are permanently implanted into the human body; or f. <ul style="list-style-type: none"> i. classed as cigarettes, e-cigarettes, cigars, e-cigars or vapes; or ii. which contain, use or are derived from tobacco or nicotine, including any related by-products.
Opioids	14. or contributed to by, resulting from or in connection with the use, sale, promotion, manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.
Inefficacy	15. inefficacy .
Deliberate or reckless acts	16. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	17. the actions of any person supplied by you to a client under contract.
Railways and aircraft	18. the operation, maintenance or construction of any: <ul style="list-style-type: none"> a. railway, rail track, rail signalling or rolling stock; or b. aircraft, drone, missile, spacecraft or any other aerial device.
Contracts	19. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, civil commotion, war or nuclear	20. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> a. terrorism; b. civil commotion, strike or industrial action; c. war; d. nuclear risks; e. fear or threat of 20.a. to 20.d. above; or f. action taken in controlling, preventing, suppressing, responding or in any way relating to 20.a. to 20.e. above. <p>If there is any dispute between you and us over the application of 20.a. or 20.b. above, it will be for you to show that the exclusion does not apply.</p>
Confiscation	21. confiscation .

Asbestos	22	asbestos risks.
Perfluoroalkyl and polyfluoroalkyl substances	23.	<p>or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. perfluoroalkyl or polyfluoroalkyl substances; b. any fear or threat of 23.a. above; or c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. or 23.b. above.
Pest control	24.	<p>or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. damage caused by animals or insects; b. the use of explosives or jaw operated (gin) traps; or c. crop spraying.
Firearms	25.	<p>or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. firearms used, owned, or carried by you or any of your employees under the age of 18 years; or b. firearms other than shotguns, black powder firearms, rifles, pistols air rifles or air pistols.
Hazardous locations	26.	<p>work on or in:</p> <ul style="list-style-type: none"> a. power stations or nuclear installations/establishments; b. oil, gas or chemical: <ul style="list-style-type: none"> i. Refineries; ii. bulk storage premises; or iii. production premises; c. aircraft, aerospace systems or hovercraft; d. watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways; or e. railways, tramways, airports, aerodromes or any airbase.
Use of heat away from your premises	27.	the use or application of heat, other than the use of soldering irons, by you or on your behalf while away from any premises owned, leased or rented by you .
Work at height	28.	<p>work performed at a height exceeding 10 metres when using a ladder or 20 metres for all other work at height from:</p> <ul style="list-style-type: none"> a. floor level when the work is performed inside a building or structure; or b. ground level when the work is performed outside a building or structure. <p>B. We will not make any payment for:</p>
Restricted recovery	1.	that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2.	any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
Claims outside the applicable courts	3.	any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Public and products liability section of your schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the countries stated in the Applicable courts field of the Public and products liability section of your schedule.
Geographical limits	4.	<p>any claim brought against you or representation costs arising from any:</p> <ul style="list-style-type: none"> a. activities carried out by you or on your behalf; or b. bodily injury or property damage arising from any products which occurs, in any country outside the geographical limits.

How much we will pay

We will pay up to the limit of indemnity stated in **your** schedule for each and every claim or loss, unless limited below or in **your** schedule. **We** will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule.

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 amount of any **excess** stated in **your** schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing breach of duty in connection with **your activities** will be regarded as one claim.

Paying out the limit of indemnity

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

Special limits

Abuse or molestation	For claims brought against you for abuse or molestation , the most we will pay is the amount stated in your 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 your schedule.
Claims brought against you in USA or Canada	If it is stated in your 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 .
Unauthorised use of third party telephones by your employees	The most we will pay for the total of all claims and their defence costs arising from the unauthorised use of a third party's telephone system is the amount stated in your schedule.
Disposal of Trade Waste	The most we will pay for the total of all disposal of trade covered under this section of the policy is stated in your schedule.
Contingent Motor Liability	The most we will pay for the total of all contingent motor liability covered under this section of the policy is stated in your schedule.
Loss of Custom	The most we will pay for the total of all loss of custom covered under this section of the policy is stated in your schedule.
Incorrect product application	The most we will pay for the total of all incorrect product application covered under this section of the policy is stated in your schedule.
Temporary removal of customer's property	The most we will pay for the total of all temporary removal of customer's property covered under this section of the policy is stated in your schedule.
Financial loss	The most we will pay for the total of all financial loss covered under this section of the policy is stated in your schedule.

Additional cover

Representation costs	The most we will pay for the total of all representation costs covered under this section of the policy is the amount stated in your schedule.
Court attendance compensation	The most we will pay for the total of all court attendance covered under this section of the policy is stated in your schedule.
Fidelity bonding	For claims arising from fidelity bonding, the most we will pay is the amount shown in your schedule for such claims.

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

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

Your obligations

Notification of claims	<p>A. We will not make any payment under this section unless you notify us:</p> <ol style="list-style-type: none"> 1. as soon as possible and in any event within seven days of: <ol style="list-style-type: none"> a. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation; b. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation; or c. anything which may give rise to a request for us to pay representation costs under What is covered, Additional cover, Representation costs. 2. promptly of any other claim or anything which may give rise to any other claim against you, including your discovery that your products are defective. <p>At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows:</p> <p>by email to: liability.claims@hiscox.com; or</p> <p>by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.</p> <p>Please ensure you quote your policy number.</p>
Not admitting liability	<p>B. 1. When dealing with your client or any 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.</p>
Our rights of recovery	<p>2. You must ensure that our rights of recovery against any third party, including but not limited to any subrogated rights of recovery, are not restricted or financially limited by any term in any contract or agreement into which you have entered, unless you have our prior agreement in writing.</p>
Correcting problems	<p>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 any client, customer or distributor.</p>
Sub-contractors	<p>4. You must ensure that in connection with any work undertaken by any bona-fide sub-contractors you obtain evidence they have current policies providing indemnity for Public and Product Liabilities that:</p> <ol style="list-style-type: none"> a. have a limit of indemnity of at least £2,000,000; b. cover the work to be undertaken; c. are effective for the duration of the contract; and d. provide an indemnity to you as principal. <p>You must keep a written record of their insurer and policy number</p>
Insecticides, Chemicals and Poisons	<p>5. You must ensure that:</p> <ol style="list-style-type: none"> a. there is no home mixing of insecticides, chemicals or poisons, and that only proprietary brands are used; b. all products are used in accordance with manufacturer's instructions; c. all necessary licences have been obtained; d. employees are trained in their use; e. all products are stored in accordance with manufacturer's instructions and the Control of Pesticides Regulations 1986; and

	f.	any products sold or supplied are in the manufacturer's unbroken packaging, and the manufacturer's instructions for use are supplied to the purchaser.
Proprietary Brands	6.	You must ensure that you only use proprietary brands and that these are used and stored in accordance with manufacturers' instructions.
Pest control	7.	You must ensure that in connection with the extermination or control of animals or insect pests: <ol style="list-style-type: none"> statutory regulations will be complied with in respect of the ownership, storage and use of firearms, poisons or traps; poisons must not be left unattended if it is reasonably foreseeable that they would be accessible to children or domestic pets; and poisonous substances in extermination or control use must be placed in trays with clear warning of "Poison – Do Not Touch".
Use of guns	8.	You must ensure that where legally required, you, your employees and subcontractors must hold a valid shotgun or firearm certificate.
Use of heat	9.	In respect of the use or application of heat by you or any person on your behalf, you must ensure that the following requirements are complied with: <ol style="list-style-type: none"> before starting work involving the use or application of heat by you or any person you must: <ol style="list-style-type: none"> record and follow a written risk management plan created prior to the work commencing which makes adequate provisions for the safety of all persons and property; appoint a duly qualified or experienced person to be responsible for fire safety and for ensuring all necessary precautions as prescribed in the written risk assessment are complied with; ensure that all employees on site are made fully aware of the written risk assessment and the location of the site's fire alarms if any and at least two adequate and appropriate fire extinguishers in proper working order must be kept within ten metres of the use of or application of heat; and examine all property within five metres of the use of or application of heat (including adjoining shafts or openings and the area on the other side of any wall or partition) and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material; during the process of work involving the use or application of heat by you or any person you must: <ol style="list-style-type: none"> appoint a person to act as an observer to the operative(s) using the equipment to watch for signs of smoke or smouldering or flames; ensure that the use of all equipment is carried out strictly in accordance with the manufacturer's instructions including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended; ensure that any gas cylinders not required for immediate use are kept outside the building in which the use of application of heat is taking place and at least 15 metres from the point of application of heat; and ensure that any use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open in a vessel designed for the purpose and the vessel must be placed on a non-combustible heat insulating base; and upon completion of work involving the use or application of heat by you or any person you must ensure that a continuous examination of the area within 15 metres of the use of or application of heat (including the area on the other side of any wall or partition) is carried out for at least one hour.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with the conditions stated under **Your obligations**, B.1. to B.9. above, unless **you** can demonstrate that such non-compliance could not have

increased the risk of the claim arising or the loss occurring or the amount of the claim or loss.

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 or any part of a claim.

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

Appointment of legal representation

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

Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section.

If a claim is made which is:

1. not wholly covered by this section; or
2. made against **you** and any other party who is not covered under this section,

then, at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim and associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

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

Payment of excess

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

Disputes

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

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England 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. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Activities	<p>Any activities you have declared to us and which are stated in the Business field of your schedule.</p> <p>The following are also included where they are incidental to such activities:</p> <ol style="list-style-type: none">1. the maintenance of property or premises owned or occupied by you;2. the provision or management of:<ol style="list-style-type: none">a. canteen, social, sports, education or welfare organisations; orb. first aid or security services,for the benefit of your employees; or3. attendance at conferences and promotional events which directly relate to your activities within the geographical limits.
Bodily injury	Death or any bodily injury, illness, disease or mental injury.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person working for you in connection with your activities who is:</p> <ol style="list-style-type: none">1. employed by you under a contract of service or apprenticeship;2. hired to or borrowed by you;3. self-employed and working on a labour-only basis under your control or supervision;4. engaged by labour-only sub-contractors;5. a labour master or a person supplied by them;6. engaged under a work experience or training scheme; or7. a voluntary worker engaged with your permission, <p>provided such person is:</p> <ol style="list-style-type: none">a. normally resident in the United Kingdom or the Republic of Ireland; orb. working for you in the United Kingdom for a continuous period of at least 14 consecutive days.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury and such bodily injury:</p> <ol style="list-style-type: none">1. occurs during the period of insurance;2. arises out of their work for you in connection with your activities; and3. occurs within the geographical limits, <p>we will indemnify you against the sums you have to pay as compensation, including your liability for any claimants' legal costs and expenses.</p> <p>This includes any claim which is otherwise covered under this section where such claim arises from a cyber attack, a hacker or any computer or digital technology error.</p>
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The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Claims against principals

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

1. named third party as stated in the Employers' liability section of **your** schedule; or
2. other third party with whom **you** have entered into a contract or agreement in connection with **your activities**,

and **you** would have been liable for that claim had it been brought against **you**, **we** will treat such claim as if made against **you** and make the same payment to the party stated in 1 or 2 above which **we** would have made to **you**, provided that the party stated in 1 or 2 above:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the defence and settlement of the claim in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; and
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Unsatisfied court judgments

If any **employee** obtains a judgment for damages following **bodily injury** against any company or individual operating from premises within the **United Kingdom** 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:

1. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of their employment in connection with **your activities**;
2. **we** would have covered **your** liability if **you** had caused the **bodily injury**;
3. there is no appeal outstanding; and
4. the **employee** assigns their judgment to **us**.

Additional cover

Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and
3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim; and
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing any claim against **you** under this section.

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

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. any claim or part of a claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore. However, this exclusion will only apply to the extent permitted by the laws of the **United Kingdom** in relation to compulsory employers' liability insurance.
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle as a passenger, for which insurance or security is required under any road traffic legislation; or
 - d. any **bodily injury** to any person supplied by **you** to a client under contract.
 2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
 3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Employers' liability section of **your** schedule.
- This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the countries stated in the Applicable courts field of the Employers' liability section of **your** schedule.
- For any claim, including arbitration, brought against **you** under this section by any **employee** normally resident in the Republic of Ireland, the countries stated in the Applicable courts field of the Employers' liability section of **your** schedule include the Republic of Ireland.

How much we will pay

We will pay up to the limit of indemnity stated in **your** schedule, including **defence costs**, unless limited below or in **your** schedule.

All claims, losses and **defence costs** relating to one or more **employees** which arise from the same original cause or source, or a repeated or continuing series of events will be regarded as one claim.

Special limits

War, terrorism and nuclear risks

The most **we** will pay for the total of all claims, losses and **defence costs** arising from **war**, **terrorism** and **nuclear risks** covered under this section is the amount stated in **your** schedule. If **we** decide that this limit applies to a claim in respect of **terrorism**, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

Additional cover

Representation costs

The most **we** will pay for the total of all representation costs covered under this section of the **policy** is the amount stated in **your** schedule.

Court attendance compensation

The most **we** will pay for the total of all court attendances covered under this section of the **policy** is the amount stated in **your** schedule.

Your obligations

1. **You** must notify **us** as soon as possible and in any event within seven days of a claim or anything which may give rise to a claim under this section, including any request for **us** to

pay representation costs.

You should make this notification directly to **us** and **your** insurance adviser, if **you** have one, as follows:

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

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

Please ensure **you** quote **your** policy number.

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

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 not comply with these obligations **we** may seek recovery from **you** of any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Control of defence

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

Compulsory insurance

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

Employers' Liability Tracing Office

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

You can find out more:

1. from **your** insurance adviser, if **you** have one;
2. by contacting **us**; or
3. at www.elto.org.uk.

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

- a. employer name;
- b. full address of employer including postcode; and
- c. 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:

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

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

Property definitions

Special definitions for all property sections

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

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

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

The following are not included within this definition:

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

Unattended vehicle

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

Unoccupied

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

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

United Kingdom

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

Unspecified insured premises

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

Property – buildings

Policy wording

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

What is covered

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

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

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

Discharge of oil

- 6. **We** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to decontaminate the land at the **insured premises** as a result of accidental discharge during the **period of insurance** of oil from any storage tank, heating appliance or connected pipework located at the **insured premises**, other than where resulting from **breakdown**.

Trace and access

- 7. **We** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains or the source of a gas or oil leak, or of any escape of water from permanent internal plumbing, where the **damage**, leakage or escape first occurs at the **insured premises** during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of leakage or escape.

Solar panels

- 8. **We** will pay for the loss of the feed-in tariff and export tariff **you** would have received, together with any increase in the cost of **your** electricity bill arising as a direct consequence of **damage** occurring during the **period of insurance** to solar panels or other renewable energy generating equipment installed at the **insured premises**.

We will only pay in respect of loss arising in the six-month period beginning on the date of the **damage** or until such time as the items are either repaired or replaced, whichever occurs sooner.

Removal of debris

- 9. **We** will pay the necessary and reasonable costs and expenses **you** incur to:
 - a. clear debris of **buildings** from the **insured premises** or the area immediately adjacent; and
 - b. clear, clean and repair drains, gutters and sewers on the **insured premises** which are damaged or blocked;
 arising as a direct result of **damage** covered under this section.

What is not covered

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

We will not make any payment for:

- 1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness, humidity or being exposed to light or extreme temperatures, unless such **damage** is caused by **storm** or fire;
 - c. settlement or bedding down of new structures;
 - d. settlement or movement of made-up ground;
 - e. coastal or river erosion;
 - f. collapse or cracking, other than resulting from **subsidence**;
 - g. **subsidence** to:
 - i. greenhouses, sheds, outbuildings, annexes, walls, gates, fences, car parks, yards, hard standings or slabs, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs unless any of the main **buildings** are physically damaged at the same time and by the same cause; or
 - ii. solid floors, unless the walls of the **buildings** are physically damaged at the same time and by the same cause;

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

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

6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. financial loss due to **you** not receiving payment in full if **you** part with any title, possession of or rights to **property**.
8. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
9.
 - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, heating appliance or connected pipework located at the **insured premises**, other than where resulting from **breakdown**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination. This does not apply to the cover under **What is covered, Additional cover, Discharge of oil**.
10. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. **civil commotion** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 10.a. to 10.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.g. above.

If there is any dispute between **you** and **us** over the application of 10.a or 10.b above, it will be for **you** to show that the clause does not apply.

11. **reconstitution of data** or the value to **you** of any lost or distorted records or data.
12. the amount of the **excess**.

Special conditions

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

How much we will pay

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

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

We will only apply this calculation if:

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

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

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

Index linking

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

Storm and flood

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

Value Added Tax

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

Your obligations

If any damage occurs

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

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

Building works

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

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

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

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

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

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

Property – contents

Policy wording

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

Special definitions for this section

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

What is covered

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

	<p>b. personal effects insured elsewhere.</p>
Reconstitution of data and documents	<p>4. We will pay the necessary and reasonable costs of:</p> <ol style="list-style-type: none"> reconstitution of data; and replacing or reconstituting your documents which are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed; <p>as a direct result of damage covered under this section.</p>
Lock replacement	<p>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.</p>
Building damage by theft	<p>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.</p>
Metered water and fuel	<p>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.</p>
Contents temporarily elsewhere	<p>8. We will pay for damage occurring during the period of insurance to contents, temporarily elsewhere in the United Kingdom, while:</p> <ol style="list-style-type: none"> at the home of any director, partner, trustee, committee member, employee or volunteer of yours; at any location where you are attending a promotional event or exhibition in connection with your activities; at any location for the purpose of cleaning, servicing, maintaining, repairing, restoring, altering, or treating; at any location in connection with a change of insured premises; and in transit in the United Kingdom between the insured premises and any of 8.a. to 8.d. above. <p>However, we will not make any payment for damage to handheld devices while temporarily elsewhere.</p>
Employee dishonesty	<p>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:</p> <ol style="list-style-type: none"> the employee dishonesty was committed during the period that your contents have been continuously insured with us; and 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	<p>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.</p>
Unauthorised use of utilities	<p>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.</p>
Extinguisher and alarm re-setting expenses	<p>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.</p>
Loss prevention costs	<p>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</p>

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

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

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

What is not covered

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

We will not make any payment for:

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

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

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack, hacker or computer or digital technology error**.
- 7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 8. unexplained loss or disappearance, inventory shortage or loss due to any clerical or accounting error.
- 9. financial loss due to **you** not receiving payment in full if **you** part with any title, possession of or rights to **property**.
- 10. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
- 11. a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, heating appliance or connected pipework located at the **insured premises** other than where resulting from **breakdown**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination.
- 12. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. **civil commotion** which occurs outside of England, Scotland or Wales;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease**;
 - g. any fear or threat of 12.a. to 12.f. above; or
 - h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 12.a. to 12.g. above.

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

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

Special conditions

Change of insured premises

If:

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

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

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

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

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

Right to inspect

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

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

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

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

Storm and flood

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

How much we will pay

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

Repair and replacement

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

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

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

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

Pairs and sets

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

Rent payable

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

Other interests

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

Inflationary provision cover

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

Under insurance

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

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

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

We will only apply this calculation if:

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

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

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

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

Index linking

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

Value Added Tax

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

Your obligations

If any damage occurs

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 – away and in transit

Policy wording

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

Special definitions for this section

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

What is covered

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

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

What is not covered

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

We will not make any payment for:

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

- i. under the personal supervision of **you** or anyone authorised by **you**;
 - ii. stored in a securely locked room or building;
 - iii. **in transit**; or
 - iv. hired out by **you** unless **you** have purchased cover under **What is covered**, Damage to insured property while hired out and **you** have complied with the conditions in **What is not covered** 2, g(i) – (iv);
- e. theft from an **unattended vehicle** unless the item is:
 - i. completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified; and
 - ii. all security measures on the vehicle or trailer are fully operational and activated at the time of the theft;
- f. fraud or dishonesty; or
- g. theft by deception of any item which **you** have hired out, unless **you** have:
 - i. purchased cover under **What is covered**, Damage to insured property while hired out;
 - ii. obtained and verified at least two trade references for each hirer prior to entering into the hire contract;
 - iii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises;
 - iv. retained a copy of the credit card details of the hirer; and
 - v. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer.
- 3. **damage** to any item while:
 - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
 - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
 - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
- 4. **damage to insured property** while hired out by **you** under a **standard hire contract** unless:
 - a. **you** have purchased cover under **What is covered**, Damage to insured property while hired out; and
 - b. **you** can demonstrate to **us** that **you** have exhausted all legally possible methods to obtain a recovery from the hirer.
- 5. **damage** to any item directly resulting from its own **breakdown**.
- 6. **damage to insured property** while in the process of being cleaned, serviced, maintained, repaired, restored, altered or treated.
- 7. **damage** to any animal or plant caused by illness or disease.
- 8. **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
 - a. a **cyber attack** or fear or threat of a **cyber attack**;
 - b. a **hacker** or fear or threat of a **hacker**;
 - c. a **computer or digital technology error**; or
 - d. its digital connectivity to any other item of **computer or digital technology** which has been affected by a **cyber attack**, **hacker** or **computer or digital technology error**.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack, hacker or computer or digital technology error.
- 9. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

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

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

Special condition

Right to inspect

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

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

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

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

Storm and flood

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

How much we will pay

Repair and replacement

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

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

1. for **insured property** other than **computers**, **stock**, hired-in equipment and **prototypes**, the cost of repair or replacement as new.
2. for **computers**, the cost of repairs or replacement as new. If **damage** to **computers** results in existing **software** being incompatible with the replacement **computers**, at **our** option **we** will also pay for:
 - a. i. the necessary modifications to the replacement **computers**; or
 - ii. the conversion of the existing **software** into a format which is compatible with the replacement **computers**; and
 - b. the cost of replacing incompatible data-carrying media following 2.a.i. or 2.a.ii. above.
3. for **stock**, the cost of repair or replacement at the cost price to **you**. This clause does not apply to any second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust.
4. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
5. for merchandise goods which have been sold but not delivered, the agreed contract price.
6. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; or
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
7. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; or
 - b. the cost of repair or replacement at the trade market value of such goods.
8. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was immediately prior to **damage** occurring.

Pairs and sets

If any **insured property** which has an increased value because it forms part of a pair or set is **damaged**, any payment **we** make will take account of the increased value.

Other interests

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

Value Added Tax

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

Special limits

Damage outside the EU and UK

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

Damage outside the UK

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

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

Your obligations

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



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

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

Property – money

Policy wording

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

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

What is covered

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

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

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

Additional cover

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

Personal assault following robbery or attempted robbery

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

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

What is not covered

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

We will not make any payment for:

1. **damage** caused by wear and tear, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **damage** to **money** in any **unattended vehicle**.
3. **damage** to **money** sent by or while in the custody of any unregistered mailing service.
4. unexplained loss or disappearance or inventory shortage.
5. loss due to clerical or accounting errors.
6. loss due to any **social engineering communication** or any other act of fraud or dishonesty, other than the physical theft of **money**.

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

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

How much we will pay

Personal assault following robbery or attempted robbery

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

Value Added Tax

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

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

Your obligations

If any loss or damage occurs

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

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

Money in transit

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

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

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

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

Property – business interruption

Policy wording

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

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

Special definitions for this section

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

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

Minimum interruption period

A period of 24 consecutive hours immediately following the interruption.

Rate of gross profit

The percentage amount which is produced by dividing **your gross profit** during the financial year immediately before any **insured damage, insured breakdown or restrictions** by **your income** during the same financial year, and then multiplying the result by 100.

Research projects

Your projects in relation to the development of new products or services or improvements to existing products or services directly related to **your activities**.

Restrictions

Restrictions imposed by any civil or statutory authority or by order of the government or any public authority, including the British Armed Forces or the Police, which affect the access to or use of any **insured premises**.

Specified customer

Any direct customer or direct client of **yours** individually stated in the Property – business interruption section of **your** schedule.

Specified disease

Any of the following diseases:

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:

Financial losses from insured damage

- 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**;

Denial of access

- 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**;

Non-damage denial of access

- c. 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 an incident occurring within a one-mile radius of those **insured premises**.

For the purposes of this cover, the incident referred to at (ii) above must not:

- a. be **insured damage**; or
- b. be caused by the presence, suspected presence, fear or threat of an incendiary or explosive device; or
- c. occur at the relevant **insured premises**.

Bomb threat

- d. all of an **insured premises** being inaccessible to **you** or **your employees** provided that such interruption:
 - i. lasts for more than the **minimum interruption period**; and
 - ii. is due to **restrictions** imposed during the **period of insurance** as a direct result of the presence, suspected presence, fear or threat of an incendiary or explosive device.

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

- a. for the period after any **damage**, if **damage** to any **property** is caused by the device; or
- b. if the total area to which the **restrictions** apply is greater than ten miles across at its widest point;

Unspecified customers

- e. **insured damage to property** which **your** direct customers or direct clients own or are legally responsible for, arising at their premises within the **United Kingdom**.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

This cover does not apply to any **specified customer**;

Specified customers

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

Unspecified suppliers

- g. **insured damage to property** which **your** suppliers own or are legally responsible for, arising at their premises within the **United Kingdom**.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

This cover does not apply to any **specified supplier** or any supplier of water, gas, electricity, telecommunications, internet or cloud services;

Specified suppliers

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

Homeworkers

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

Public utilities

- j. **insured damage to**:
 - i. any land-based premises of a service provider operating and based in the **United Kingdom**, the European Union or Gibraltar;
 - ii. the terminal feed to an **insured premises**; or
 - iii. underground cables conveying such services from the service provider to an **insured premises**,

which directly results in the total failure in the supply of water, gas or electricity to those **insured premises** for more than 24 consecutive hours.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

For cover following a total failure in the supply of water, gas or electricity, **damage** shall be considered as **insured damage** where it is self-insured by the provider of water, gas or electricity and the **damage** is not otherwise excluded by the Property

Telecommunications and internet service providers

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

- 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.i. Public authority where such act, failure to act or omission occurs to comply with **restrictions** imposed.
- B **We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense:
 - 1. a. if **you** decide to discontinue **your activities**;
 - b. if **your activities** are discontinued permanently; or
 - c. if a liquidator or receiver is appointed in respect of **your activities**, prior to **your activities** first being interrupted by any **insured damage**, **insured breakdown** or **restrictions**.
 - 2. in connection with the hire of any substitute item while insured **property** is being repaired or replaced following **insured breakdown**.

How much we will pay

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

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

Loss of income

For loss of **income**, the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** within and not in addition to the **amount insured** for loss of **income** stated in the Property – business interruption section of **your** schedule.

Loss of gross profit

For loss of **gross profit**, the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period**, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** within and not in addition to the **amount insured** for loss of **gross profit** stated in the Property – business interruption section of **your** schedule.

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

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

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

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

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

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

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

Indemnity period

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

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

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

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

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

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

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

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

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

Special conditions

Specified customers

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

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

Your obligations

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

Professional indemnity

Policy wording

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

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of your products or services that expressly fall within your business activity .
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activity and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activity . You and your sub-contractors and outsourcers will not be treated as employees under this section.
Joint venture	A commercial arrangement that you are a member of, with at least one other party, created for the purpose of profit sharing.
Loss	Any financial harm caused to your business .
Pollutants	Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant, including but not limited to asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to materials to be recycled, reconditioned or reclaimed.
Pollution	Any pollution or contamination, including from noise, electromagnetic fields, radiation, radio waves and any pollutants .
Potential claim	Anything likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule.
Subsidiary(ies)	<p>An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:</p> <ol style="list-style-type: none"> 1. which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; or 2. which you acquire or create during the period of insurance where the entity's turnover for the 12-month period leading up to the date of acquisition is:

- a. less than 20% of **your** turnover;
- b. not more than £5,000,000;
- c. claims free for the last three years prior to the date of acquisition; and
- d. free from any circumstances that might lead to a claim,

and the entity's **business activity** is the same as **yours**.

An entity in which **you** no longer own more than 50% of the book value of the assets or of the outstanding voting rights is not included in this definition.

You/your

Also includes:

- 1. any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations; and
- 2. any **subsidiary** including any person who was, is or during the **period of insurance** becomes the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

What is covered

Claims against you

A.

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

Negligence

- 1.
 - a. negligence or breach of any duty to use reasonable care and skill;
 - b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible; or
 - c. negligent misstatement or negligent misrepresentation;

Intellectual property infringement

- 2. intellectual property infringement (but not any patent infringement or trade secret misappropriation) including but not limited to:
 - a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;
 - b. cyber-squatting violations;
 - c. any act of passing-off; or
 - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

Breach of confidentiality

- 3. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;

Defamation

- 4. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

Dishonesty

- 5. dishonesty of **employees**, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision; or

Civil liability

- 6. any other civil liability;

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.

Pollution

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, a **client** brings a **claim** against **you** for any actual or alleged negligent design or negligent specification which has resulted in, caused or otherwise contributed to any **pollution**, **we** will indemnify **you** against the sums **you** have to pay as compensation which directly arise from the rectification, re-performance or replacement of any work done or product, equipment, plant or machinery which **you** or on **your** sub-contractors have designed or specified.

We will not make any payment for any **claim** or part of a **claim** for any indirect **loss** which arises from the failure of or any deficiency in such work done, product, equipment, plant or machinery.

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

Complaints referred to an Ombudsman

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party refers any complaint arising directly from **your** breach of a duty to use reasonable care and skill to any Ombudsman with legal jurisdiction over **you**, **we** will indemnify **you** against:

- a. the sums **you** have to pay as compensation; and
- b. any additional costs in respect of any steps **you** are required to do;

provided that the Ombudsman has operated within any terms of reference or rule applicable to their appointment.

We will pay the reasonable and necessary costs incurred with **our** prior written agreement to investigate, settle or defend any complaint about **you** referred to an Ombudsman. **We** will not pay costs for any part of a complaint not covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Representation costs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** are subject to an examination, inquiry or other proceeding by a governmental, professional or trade body or agency that is not criminal, **we** will pay the reasonable and necessary costs incurred with **our** prior written agreement to represent **you** if, in **our** opinion, such representation may avoid a **claim** which would be covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Criminal proceedings costs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** are subject to criminal proceedings, **we** will pay the reasonable and necessary costs incurred with **our** prior written agreement to defend **you** if, in **our** opinion, a successful defence may avoid a **claim** which would be covered by this section.

However, **we** will not pay any costs following a plea or finding of guilt, or in the event that a King's Counsel advises that there are no reasonable prospects of successfully defending the criminal proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.

The most **we** will pay is the amount shown in **your** schedule.

Mitigation

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** become aware of a **potential claim**, **we** will pay for reasonable and necessary costs **you** incur, with **our** prior written consent, to avoid the **claim**, or reduce the severity of the **claim**, as long as the costs incurred are less than the likely costs for the **potential claim** being mitigated.

If a **claim** is subsequently brought and which arises from the same subject matter as the **potential claim**, **our** total payment will not exceed the applicable limit of indemnity in **your** schedule.

Sub-contractors or outsourcers

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, A. **Claims against you**, which is brought as a result of a **business activity** undertaken on **your** behalf by any sub-contractor or outsourcer.

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**, 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.

Infringement of your copyright

If **you** discover during the **period of insurance** that someone has infringed any copyright **you** own in work **you** have created in the performance of your **business activity**, **we** will pay **your** legal costs incurred with **our** prior written agreement in pursuing a claim for the infringement, provided that **we** are satisfied that **your** claim has a reasonable chance of success and **you** do not settle the claim without **our** prior approval.

If the claim is settled, or finally determined, on the basis that you are entitled to:

- payment of **your** own legal costs;
- payment of any damages, compensation, ongoing royalties fees or licence fees; or
- any injunction, undertaking or non-financial relief;

we will be entitled to the reimbursement of any legal costs **we** have paid on **your** behalf from any payment **you** receive from **your** opponent.

Additional cover

Joint ventures

If during the **period of insurance**, on or after the **retroactive date** and within the **geographical limits**, a client of any **joint venture** brings a **claim** against **you** as a direct result of **business activity you** carried out as a member of that **joint venture**, **we** will treat that client as if they were **your client** and **we** will indemnify **you** against sums **you** have to pay as compensation under this section.

However, **we** will not make any payment for any liability arising from any:

- work undertaken by any party other than **you**;
- activity other than those listed in the **business activities**;
- joint venture** that has its own professional indemnity policy.

You must declare all material information relating to **your** work undertaken in the name of a **joint venture** as part of the declaration for this **policy**, including activities, income generated and adherence to the statement of fact, otherwise **we** may provide no indemnity under this section.

We will only pay either the corresponding percentage of the **claim** that **you** are directly liable to pay as a result of **you** being a member of the **joint venture** or the applicable limit of indemnity shown in **your** schedule, whichever is the lesser.

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 **your** 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 **your** schedule.

Professional disciplinary tribunal attendance compensation

If any person within the definition of **you**, or any **employee** of **yours**, has to attend a professional disciplinary tribunal hearing by a professional body who regulates **you** in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in **your** schedule as compensation for each day or part of a day that their attendances is required by **us**.

The most **we** will pay for the total of all professional disciplinary tribunal attendance is the amount stated in **your** schedule.

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 claim or loss or part of any claim or loss directly or indirectly due to:
Investments	1. any investment advice, financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
Survey and valuation	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.
Legal advice	3. any reserved legal activity provided by or carried out by you , as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction.
Injury	4. any death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from your breach of any duty to use reasonable care and skill in the performance of a business activity .
Employees	5. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer.
Discrimination and harassment	6. any discrimination, victimisation, harassment or unfair treatment, unless arising directly from your breach of any duty to use reasonable care and skill in the performance of a business activity .
Supplied personnel	7. the work of any personnel supplied by you to a client , unless you have breached any duty to use reasonable care and skill in supplying them.
Property damage	8. the loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper, unless arising directly from your breach of a duty to use reasonable care and skill in the performance of a business activity . However this exclusion does not apply to any loss directly arising from any tangible document where covered under What is covered, Your losses , Loss of documents.
Product liability	9. any supply, manufacture, sale, installation or maintenance of any product.
Cyber incidents	10. or contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> cyber attack; hacker; social engineering communication; any fear or threat of 10.a. to 10.c. above; or any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.d. above.
Computer or digital technology error	11. or contributed to by, resulting from or in connection with any computer or digital technology error .
Personal data claims	12. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered, A. 10. Cyber incidents above. The most we will pay in relation to any such covered claim is the special limit stated in your schedule for personal data claims.

Infrastructure interruption	13. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider.
Land, animals and vehicles	14. the ownership, possession or use of any land, or building, any animal, any aircraft (including any drone or small unmanned aerial vehicle), any watercraft or any motor vehicle. However, this exclusion will not apply to a covered claim under What is covered , A. 3. Breach of confidentiality for use of any drone or small unmanned aerial vehicle.
Contractual liability	15. any liability under any contract which is greater than the liability you would have at law without the contract.
Patent/trade secret	16. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Trademarks and false advertising	17. any actual or alleged: a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising in relation to your advertising or branding .
Deliberate, reckless or dishonest acts	18. any act, breach, omission or infringement you deliberately, spitefully, dishonestly, fraudulently, recklessly or criminally commit, condone or ignore. However this exclusion does not apply to any claim covered under: a. What is covered , A. Claims against you , Dishonesty, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty; or b. What is covered , A. Criminal proceedings costs, where costs incurred are solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.
Pre-existing problems	19. anything, including any potential claim or any actual or alleged shortcoming in your work, likely to lead to a claim or loss , which you knew or ought reasonably to have known about before the commencement of the period of insurance .
Unfair competition	20. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
Tax	21. any breach or alleged breach of any taxation law or regulation.
Insolvency	22. your insolvency, bankruptcy, receivership, administration or liquidation.
Pension and employee benefits schemes	23. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.
Directors and officers' liability	24. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to any: a. allegation of insider trading; b. breach of any duty of corporate loyalty; c. liability for any statement, representation or information concerning you or your business contained in your accounts, reports, financial statements, or your advertising or branding .
Personal liability	25. any personal liability incurred by any director, officer, trustee, or board member of yours when acting in that capacity or managing your business other than when performing a business activity for a client or advertising or branding .
Asbestos	26. asbestos risks .

Pollution	<p>27. pollution, other than a covered claim under What is covered, A. Pollution.</p> <p>However in any event we will not indemnify you for liability arising from any:</p> <ul style="list-style-type: none"> a. pollution not caused by a sudden, identifiable, unintended and unexpected event; b. liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under Regulation 20 of the Environmental Damage (Prevention and Remediation) (England) Regulations 2015 or any related, similar or successor legislation or regulation in any jurisdiction; c. claim or part of a claim made by or on behalf of any governmental or regulatory body or agency; or d. pollution which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting (England and Wales) Regulations 2016 or any related, similar or successor legislation or regulation in any jurisdiction.
Communicable disease	<p>28. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. communicable disease; b. fear or threat of 28.a. above; or c. any action taken in controlling preventing, suppressing, responding or in any way relating to 28.a. or 28.b. above.
War, terrorism, civil commotion and nuclear	<p>29. or contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. terrorism; b. civil commotion, strikes or industrial action; c. war; d. nuclear risks; e. fear or threat of 29.a. to 29.d. above; or f. any action taken in controlling preventing, suppressing, responding or in any way relating to 29.a. to 29.e. above. <p>If there is any dispute between you and us over the application of clause 29.a. or 29 b. above, it will be for you to show that the clause does not apply.</p> <p>B. We will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by any person or entity falling within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company.</p> <p>However, this does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity.</p>
Restricted recovery rights	<p>2. that part of any claim where your right of recovery is restricted by any contract.</p>
Lost profit and VAT	<p>3. your lost profit, mark-up or liability for VAT or its equivalent.</p>
Trading losses	<p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Non-compensatory payments	<p>5. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits or treble, multiple, aggravated, punitive or exemplary damages.</p>
Claims outside the applicable courts	<p>6. any claim, including arbitration, brought outside the applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

Each and every claim	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss:</p> <ol style="list-style-type: none"> excluding defence costs; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule. <p>We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <ol style="list-style-type: none"> including all costs; the most we will pay for each potential claim, claim, including defence costs, and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.
In the aggregate	<p>If your schedule states that the limit of indemnity applies in the aggregate:</p> <ol style="list-style-type: none"> excluding defence costs; the most we will pay for the total of all potential claims, claims and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses. <p>We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim, or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <ol style="list-style-type: none"> including all costs; the most we will pay for the total of all potential claims, claims, including their defence costs, and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses, unless limited below or in your schedule.
Overheads and other business costs	<p>Any amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, your liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving your security, or performing audits.</p>
Excess	<p>You must pay the relevant excess stated in your schedule. The excess will only be eroded by the covered part of the potential claim, claim or loss.</p>
Multiple claims from a single source	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss, all potential claims, claims and losses which arise from:</p> <ol style="list-style-type: none"> the same original cause, a single source or a repeated or continuing problem in your work; or in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs; <p>will be treated as a single claim, loss or potential claim. You will pay a single excess and we will pay a maximum of a single limit of indemnity for these related potential claims, claims and losses. All of the notifications which are related will be considered as having been made on the date of the first notification to us.</p>
Paying out the limit of indemnity	<p>At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs.</p>
Claims and losses under more than one cover	<p>If the same claim or loss is insured under more than one cover under What is covered above, we shall only make payment for that claim or loss under one of the covers, being the cover that is most advantageous for you.</p>
Special limits	
Personal data claims	<p>The most we will pay for the total of all potential claims or claims, including defence costs, made against you by a client, which arise directly from your performance of a business</p>

activity for that **client** relating to **personal data**, is a single limit of indemnity stated in **your** schedule, which is an aggregate limit.

Pollution

The most **we** will pay for cover under **What is covered**, A. Pollution is a single limit of indemnity, as shown in **your** schedule, which instead is an aggregate limit, for the total of all **potential claims, claims**, including **defence costs**, made against **you**.

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss**, the most **we** will pay for each item below is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims**, including their **defence costs**, and **losses** made against **you** arising from:

Dishonesty

1. the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers;

Property damage

2. the physical loss or destruction of or damage to tangible property;

Injury

3. the death, disease or bodily or mental injury of anyone; and

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance** for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
 - b. **potential claims** under this section, such notifications must be as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee**, sub-contractor or outsourcer has acted dishonestly; as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims** or **losses** that **you** became aware of no later than the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** no later than 60 days after the end of this **period of insurance**.

2. **You** must:
 - a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
 - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
 - c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

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

	<p>You must give us the information and co-operation which we may reasonably require and take all reasonable steps to defend any claim. You should not do anything which may prejudice our position.</p>
Appointment of legal representation	<p>We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.</p>
Partially covered claims	<p>If a claim is made which:</p> <ol style="list-style-type: none">1. is not wholly covered by this section; or2. is made against you and any other party who is not covered under this section; <p>then at the outset of the claim, we and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including defence costs on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p>We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim; however, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.</p>
Payment of full limit of indemnity	<p>We have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in your schedule has been exhausted.</p>
Payment of excess	<p>Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.</p>
Disputes	<p>For the purposes of Control of defence in this section of the policy, General condition 14, Arbitration, within the General terms and conditions is amended to read as follows:</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 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.</p>

Personal accident

Policy wording

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

Special definitions for this section

Activities	Any activities you have declared to us and which are stated in the Business field of your schedule, including attendance at conferences and promotional events which directly relate to your activities.
Accidental injury	A physical injury which: <ol style="list-style-type: none">1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the period of insurance and the active time; and2. results in the insured person's death, permanent disablement or temporary disablement, within 12 months of the date of the event.
Active time	The time period stated in your schedule as the 'active time', being the time when the insured person is covered for accidental injury under this section and either: <ol style="list-style-type: none">1. at any time;2. occupational including commuting, which means while working for you in connection with your activities, including while travelling to and from the place of such work; or3. occupational excluding commuting, which means while working for you in connection with your activities, excluding while travelling to and from the place of such work.
Capital benefit	The amount stated as the 'capital benefit amount' in your schedule we will pay you following each incident of permanent disablement or death of an insured person .
Commuting expenses	The reasonable costs of transporting an insured person between their main residence in the United Kingdom and their usual place of work for you in the United Kingdom if such insured person has suffered a physical injury which: <ol style="list-style-type: none">1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the period of insurance and the active time;2. does not result in their permanent disablement or temporary disablement; and3. results in the insured's person's inability to commute using their normal means of transportation.
Compassionate leave	Discretionary leave granted by you to an insured person following: <ol style="list-style-type: none">1. death;2. admittance to a hospital intensive care unit; or3. admittance to hospital for treatment of a terminal condition or cancer; of any parent, spouse, domestic partner, civil partner or child, including any adopted, foster or stepchild, of such insured person during the period of insurance , provided that such death or admittance to hospital could not reasonably have been foreseen by the insured person at inception .
Counselling expenses	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for permanent disablement of an insured person under this section.

Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an insured person's death arising directly from accidental injury . This includes repatriation expenses.
Inception	Start date of the period of insurance as stated in your schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the period of insurance and which results in the insured person's temporary disablement .
Insured person	Any person stated in your schedule, provided that such person is: <ol style="list-style-type: none"> 1. aged between 16 and 75 years old at inception; 2. legally resident in the United Kingdom; and 3. currently employed by you but not supplied by you to a client under contract, unless otherwise stated in your schedule.
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Total loss of speech.
Medical expenses	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for accidental injury under this section. Physiotherapy treatment expenses are not included within this definition.
Maximum absence period	The time period stated in your schedule as the 'maximum absence period', being the maximum period for which we will pay for any insured person's uninterrupted absence from their work, commencing from the first date of their absence.
Minimum absence period	The time period stated in your schedule as the 'minimum absence period', being the minimum period for which temporary disablement must be suffered in order for weekly benefits to be paid under this section. This period does not apply to compassionate leave .
Permanent disablement	<ol style="list-style-type: none"> 1. Loss of sight, loss of hearing, loss of limb or loss of speech; or 2. any disablement which entirely prevents the insured person from attending to any business or occupation for which the insured person is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Physical injury	Any 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.
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for accidental injury under this section.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Recruitment expenses	Reasonable expenses incurred by you with our prior written consent in the recruitment and selection process for the replacement of an insured person in connection with a valid claim for the death or permanent disablement of that insured person under this section.
Retraining expenses	Reasonable expenses incurred by you with our prior written consent in the retraining of an insured person for an alternative occupation in connection with a valid claim for the permanent disablement of that insured person under this section.
Temporary disablement	Disablement lasting without interruption for longer than the minimum absence period and which prevents the insured person from carrying out their usual occupation.

United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Weekly benefit	The amount stated as the 'weekly benefit amount' in your schedule that we will pay you in respect of each insured person for each full week of their absence from their work for you during the maximum absence period , excluding holidays and sabbaticals and subject to the minimum absence period , due to temporary disablement or compassionate leave .
Weekly salary	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the first date of any compassionate leave .
Workplace alteration expenses	Reasonable expenses incurred by you with our prior written consent in making necessary alterations and adjustments to the insured person's workplace in connection with a valid claim for the permanent disablement of that insured person under this section. This includes the insured person's home office or workstation within their main residence in the United Kingdom , if the work which they carry out of for you in connection with your activities normally takes place at such residence.

What is covered

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

What is not covered

	We will not make any payment under this section for:
Hazardous pursuits	<ol style="list-style-type: none"> 1. any accidental injury sustained while taking part in: <ol style="list-style-type: none"> 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; 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 insured person: <ol style="list-style-type: none"> 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 ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times; c. any activity or event which involves any: <ol style="list-style-type: none"> i. endurance event, mass start racing event or assault course; ii. combat sport or the use of any weapons;

	<ul style="list-style-type: none"> iii. mountaineering, rock-climbing, canyoning, coasteering or gorge walking; iv. white-water rafting, jet boating, jet skiing or kite surfing; v. horse or camel riding or other equestrian activity; or vi. other activity with a similarly increased risk of physical injury;
	<ul style="list-style-type: none"> d. potholing, caving or any activity which takes place underground; e. flying as a pilot or aircrew or any activity which takes place or more than three metres above ground, floor or sea level, other than travel by commercial airlines as a passenger; or f. armed forces activities, including operations, exercises or training;
Excluded territories	2. any accidental injury to or illness of any insured person which occurs or first manifests in any territory to which the Foreign, Commonwealth & Development Office has advised against all travel, or all but essential travel, at the time the insured person departs from the United Kingdom .
Cyber incidents	<p>3. any accidental injury or illness directly caused by any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; d. any fear or threat of 3.a. to 3.b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above. <p>However, we will cover any other accidental injury or illness insured under this section which is indirectly caused by a cyber attack, hacker or computer or digital technology error.</p>
Terrorism, war, nuclear risks and civil commotion	<p>4. any accidental injury to or illness of any insured person which is caused by, contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. terrorism; b. war; c. nuclear risks; d. civil commotion which occurs outside of England, Scotland or Wales; e. any fear or threat of 4.a. to 4.d. above; or f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.e. above. <p>If there is any dispute between you and us over the application of 4.b. or 4.d above, it will be for you to show that the clause does not apply.</p>
Communicable disease	<p>5. any accidental injury or illness caused by, contributed to by, resulting from or in connection with:</p> <ul style="list-style-type: none"> a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu'); b. influenza A (H1N1) (also known as 'swine flu'); c. coronavirus disease (Covid-19); d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); e. any variation, strain, virus, complex or syndrome that is related to anything in a. to e. above; f. any fear or threat of 5.a. to 5.e. above. g. any action taken in controlling, preventing, suppressing or in any way relating to or responding to a. to f. above.
Other exclusions	<p>6. any accidental injury or illness caused by or contributed to by:</p> <ul style="list-style-type: none"> a. any:

- i. emotional or psychiatric disorder or condition; or
- ii. mental anguish or distress;
- b. the **insured person**:
 - i. taking or using drugs or controlled substances, other than drugs prescribed by their medical practitioner and used as directed;
 - ii. abusing solvents;
 - iii. abusing or having abused alcohol, or being under the influence of alcohol.
- 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. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or
- i. **pollution**, if the total area affected by the **pollution** is greater than ten miles across at its widest point; or
- j. **asbestos risks**.

How much we will pay

Permanent disablement and death

We will pay **you** the **capital benefit** stated in **your** schedule for **permanent disablement** or death of each **insured person**. Only one **capital benefit** shall be payable for each **insured person** in respect of the consequences of any one **accidental injury**.

Temporary disablement

For **temporary disablement**, we will pay **you** the **weekly benefit** stated in **your** schedule from the date of the **insured person's** first absence from work until the earlier of:

1. the **insured person** no longer suffering from the **temporary disablement**;
2. the **insured person** suffering **permanent disablement**;
3. the **insured person** no longer being employed by **you**;
4. the end of the **maximum absence period**,

for each **insured person** in respect of the consequences of any one **illness** or **accidental injury**.

Compassionate leave

For **compassionate leave**, we will pay **you** up to the **weekly benefit** stated in **your** schedule from the date of the **insured person's** first absence from work until the earlier of:

1. the **insured person** returning from **compassionate leave**;
2. the **insured person** no longer being employed by **you**; or
3. two weeks from the commencement of the **compassionate leave**,

for each **insured person**. However, we will not pay more than the **insured person's weekly salary** and we will not pay for more than one **compassionate leave** for each **insured person** in any one **period of insurance**.

Total event limit	The most we will pay in total for all benefits and expenses in respect of all insured persons injured in any one event is the total event limit stated in your schedule.
Additional cover	The following are also included within, and not in addition to, the total event limit stated in your schedule:
Medical expenses	We will also pay you medical expenses , up to the amount stated in your schedule, incurred in connection with each accidental injury for each insured person .
Physiotherapy treatment expenses	We will also pay you physiotherapy treatment expenses , up to the amount stated in your schedule, incurred in connection with each accidental injury for each insured person .
Counselling expenses	We will also pay you counselling expenses , up to the amount stated in your schedule, incurred in connection with each accidental injury resulting in permanent disablement for each insured person .
Funeral expenses	We will also pay you funeral expenses , up to the amount stated in your schedule, for each insured person .
Retraining expenses	We will also pay you retraining expenses , up to the amount stated in your schedule, incurred in connection with each accidental injury resulting in permanent disablement for each insured person .
Workplace alteration expenses	We will also pay you workplace alteration expenses , up to the amount stated in your schedule, incurred in connection with each accidental injury resulting in permanent disablement for each insured person .
Recruitment expenses	We will also pay you recruitment expenses , up to the amount stated in your schedule, incurred in connection with an accidental injury resulting in death or permanent disablement for each insured person .
Commuting expenses	The most we will pay for commuting expenses per day, and in total during the period of insurance , for each insured person covered under this section of the policy is stated in your schedule.

Your obligations	<p>We will not make any payment for illness or physical injury under this section unless:</p> <ol style="list-style-type: none"> 1. you notify us promptly of any illness or physical 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.
Excluded territories	For further information in relation to any excluded territories, please visit the Foreign, Commonwealth & Development Office website.

Special conditions	<p>If an insured person has been missing for a period of 12 consecutive months and such evidence, as is reasonably available, supports the conclusion that their death has been caused by accidental injury, we will pay you the capital benefit stated in your schedule. However, if the insured person is later found to be alive, you must repay us any benefit we have already paid to you.</p>
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The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

Get in touch

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

Call: 01328 857921

Email: info@cliverton.co.uk

Visit: www.cliverton.co.uk/contact-us

Or write to:

Cliverton

15-17 Norwich Road

Fakenham

NR21 8AU

hiscox.co.uk

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